2017

Rules and Regulations of the Avenue Lofts Condo Assoc

ADOPTED BY THE BOARD OF DIRECTORS ON APRIL 25, 2017

ADOPTED
RULES AND REGULATIONS

OF

AVENUE LOFTS CONDOMIMUM ASSOCIATION, INC
APRIL 25, 2017

In addition to the provisions of the Declaration of Condominium of the AVENUE LOFTS CONDOMINIUM ONE, TWO, THREE, FOUR and FIVE (the "Declaration"), and the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") of Avenue Lofts Condominium Association, Inc., the following rules and regulations, together with such additional rules and regulations as may be adopted hereafter by the Board of Directors, shall govern the use of Units, Common Elements and other property owned by the Association or subject to use rights held by the Association ("Association Property"), and the conduct of all Unit residents, whether Unit Owners, approved lessees, or the guests of Unit Owners or lessees. All defined terms herein shall have the same meaning as in the Declarations, Articles and Bylaws.

SECTION 1. GENERAL.

1. The sidewalks, entrances, passages, vestibules, stairways, corridors, halls and all similar Common Elements and other Association Property must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carts, carriages, chairs, tables, or other similar objects be stored therein.

2. Unit Owners/residents shall store all personal property within their respective Units. Bicycles may be stored only inside the Unit or in the other specifically designated storage areas.

3. No Unit resident shall allow anything whatsoever to fall from the window, balcony or doors of the Unit, nor shall resident sweep or throw any substances upon the common elements.

4. Unit Owners shall be responsible for any damage to the common area(s) or common property caused by the Unit Owner, family members, tenants, business/service invitees, or guests. The Association shall repair the damage and charge the Unit Owner.

5. Whenever the consent or approval of the Association is required by any Rule or Regulation or by the Declaration of Condominium, such consent or approval must be in writing or must appear in the Minutes of a meeting of the Board of Directors to be binding and effective.

6. Reports of violations of these Rules and Regulations or of the Declaration of Condominium shall be in writing and signed by the complainant or no investigation will be conducted. Evidence of the violation (photographic, audio, other record) to the extent it exists, should be submitted with the complaint. Written submissions shall use the official complaint form and can be transmitted via email, USPS or hand-delivered to the manager.

7. All owners, especially absentee owners, are required to maintain their Units in a manner to prevent the development and growth and spread of mold and to prevent rodent and insect infestation. Every owner, especially absentee owners, must inspect their Units on a monthly basis as follows to maintain the units and prevent any damaging condition:

A. Inspect all appliances, their hoses, and connections for condensation, breakage, leaks, and wear**.**

B. Ventilate the Unit, especially bathrooms and kitchens, through the constant use of air conditioning and exhaust fans.

C. Ensure that all vents and exhaust fans are venting to the exterior of the building. If not, the Unit Owner must have the vents repaired by a licensed professional. All filters must be cleaned or changed on a quarterly basis.

D. Ensure that all heating, ventilation and air conditioning ducts are open and that no such vent is blocked by furniture or window treatments.

E. Inspect all caulking, weatherproofing and seals of windows, doors, faucets, drains, tubs and showers on an annual basis and hire qualified professionals to repair and maintain same to prevent the flow of water, air, and moisture through the weatherproofing and caulking.

F. Empty, clean, and dry refrigerator, air conditioning and dehumidifier drip pans and filters as needed to prevent an overflow of water and moisture**.**

G. Maintain the Unit at a maximum temperature of 80 degrees at all times through the use of air conditioning to prevent the development of mold.

H. Ensure there is water in ALL toilet bowls to prevent rodent entry through the sewer lines into the Unit.

8. Prior to leaving a Unit unoccupied for seven days or longer, each Unit Owner shall notify management in writing the name and contact information of the person(s) who can be contacted with regard to any emergency or maintenance need and who can provide access to the Unit under such circumstances.

9. Any Unit resident who will be absent for more than 48-hours during Hurricane Season (annually from 1-June through 30-Nov) must prepare the Unit and Limited Common Elements prior to departure by:

A. Removing all furniture, furnishings, plants and other objects from the balcony.

B. Designating a responsible firm or individual to care for the Unit should same suffer damage in a hurricane and providing the Board of Directors with the name & contact information of firm or individual. Such party shall be subject to the approval of the Board.

10. When a Unit is unoccupied for seven days or longer, the following steps are required:

A. Turn off the main water supply valve to the Unit.

B. Turn off the electric power to the water heater.

C. Arrange for a weekly inspection of the Unit.

D. Remove all garbage and perishables from the Unit.

E. Clean weep holes on balconies and other areas and insure drains (including PVC overflow drains), guttering, and down spouting, run freely.

F. Remove all items from around the outside of the Unit that could be impacted by high winds.

11. Upon the discovery of any mold, leak, or excessive moisture, whether the source is known or unknown, the Unit Owner shall:

A. In the event of a leak, immediately turn off the main water valve to the Unit.

B. Report the discovery to management via telephone and writing and provide access to management personnel to inspect the damage.

C. Within twenty-four hours of the discovery of the failure of the air conditioning system, engage a licensed professional to repair same.

12. The "for-commercial-purposes" use of any part or portion of the Association Property in a reproducible format (still or motion photography, digital or otherwise) that would result in the property being identified, either directly or indirectly, must be requested and approved by management prior to the session taking place.

13. ANY OWNER WHOSE UNIT IS THE ORIGINATION OF THE CAUSE OF DAMAGE TO ANY ASSOCIATION PROPERTY OR COMMON ELEMENTS OR TO ANY OTHER UNIT RESULTING FROM THE FAILURE TO COMPLY WITH THESE RULES OR FROM THE OPERATION, MAINTENANCE, OR INSTALLATION OF AN ITEM, FIXTURE, APPLIANCE, EQUIPMENT, OR PORTION OF AND IN THEIR UNIT IS STRICTLY LIABLE TO THE ASSOCIATION AS TO DAMAGE TO THE COMMON ELEMENTS, ASSOCIATION PROPERTY, OR ANY OTHER UNIT COMPONENT FOR WHICH THE ASSOCIATION IS RESPONSIBLE TO INSURE, MAINTAIN, REPAIR, OR REPLACE; AND TO THE OWNER OF ANY OTHER UNIT DAMAGED, FOR THE COST OF REPAIR AND REPLACEMENT OF THE DAMAGE WITHOUT REGARD TO THE NEGLIGENCE OR FAULT OF THE OWNER FROM WHOSE UNIT THE CAUSE OF THE DAMAGE ORIGINATED, INCLUDING, BUT NOT LIMITED TO, ANY ATTORNEY'S FEES AND COSTS INCURRED**.**

SECTION 2. RESIDENT CONDUCT.

1. No Unit Owner, family member, employee, agent, visitor and licensee shall make or permit any disturbing noises on the Association Property nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of other residents.

A. No resident shall unreasonably play or suffer to be played any musical instrument or operate or suffer to be operated audio, video or sound-amplification in the Unit in such a manner as to disturb or annoy other Unit residents.

B. No resident may conduct or permit to be conducted vocal or instrumental instruction at any time.

2. No portion of the Units, Association Property shall be used, in part or in whole, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition, or that will be obnoxious or unsightly; nor shall any substance, thing or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties.

3. No noxious or offensive activity shall be carried on in any of the Units, Limited Common Elements, Common Elements or other portions of the Association Property, nor shall anything be done therein which may be or becomes an unreasonable annoyance or nuisance to any Unit resident.

4. The Unit shall not be used for gambling, or for any immoral or illegal activity or purpose as identified by the governing entities of the property.

5. No activity expressly permitted by the Declaration shall be deemed a nuisance.

6. Quiet Hours. Quiet hours are in effect during the following time periods:

A. Sunday through Thursday: 10:00 pm to 7:00 am the following morning.

B. Friday and Saturday: 10:00 pm to 9:00 am the following morning.

7. All occupants (residents, guests, invitees) shall exercise extreme care about making excess noise that might disturb other occupants AT ALL TIMES. If requested to do so by your neighbors, occupants will reduce/eliminate the noise. Failure to do so may result in the neighbors calling the police with a noise complaint.

8. Adults who are responsible for minors who damage common property shall pay the costs of repairs and/or replacements, including attorneys fees and costs incurred to enforce collection.

9. There shall be no solicitation by any person anywhere in the Building for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board in writing prior to such activity.

SECTION 3. MOVE-IN, MOVE-OUT. TRASH AND RECYCLING.

1. All moving activities and deliveries/pick-ups of large items must be scheduled with management at least 24-hours in advance of the activity. Elevator Pads must be in position to protect the interior of the cab. The elevator will be turned off if pads are not in place. Moving is permitted daily from 9 a.m. to 9 p.m.

2. The cost of any repair or replacement for any damage done to the buildings or to Units or compensation for injury to any person while bringing in or removing furniture or other bulky or heavy articles shall be paid for by Unit Owner or tenant moving said items.

3. Moving and delivery trucks are not allowed to park in the alley between the buildings.

4. All packing materials should be removed by movers/delivery personnel. If materials are left behind they must be disposed of properly by the owner or tenant. There is no disposal of bulk items on-property; arrangements must be made with a removal service.

5. The Common Elements, Limited Common Elements and Association property shall be kept free and clear of rubbish, debris and other unsightly materials.

6. All garbage MUST BE bagged and tied (sealed) and placed in appropriate receptacles.

    A. Bagged trash should be placed down the trash-chute at end of each hallway.

    B. Bagged trash can also be placed in the outside dumpster.

    C. Loose trash is not allowed in the chutes or dumpsters.

7. All recycling on-site is co-mingled (do not need to sort) and should be placed in appropriate receptacles.

    A. Buildings 1-2-4-5 have recycle bins in the trash rooms at the end of each hall.

    B. All buildings have recycle portals in the garage.

8. DO NOT place bagged garbage, animal waste or large amounts of trash in the waste cans in the elevator lobbies or garages.

9. NO BULK TRASH disposal is permitted in any of the trash receptacles on Association property.

10. NO HAZARDOUS WASTE items are permitted to be thrown away on Association property. City of Fort Lauderdale sponsors regular Household Hazardous Waste events. There are battery recycling tubes (for small batteries) found in each garage.

11. The garbage, trash and recycling from a single Unit shall not be excessive as determined by the Board of Directors. If it is excessive then the Unit Owner shall be responsible for and pay the costs of removal of said excessive waste, or removal of same, as directed by

the Board of Directors. Waste shall be presumptively deemed excessive if it exceeds the Unit's proportionate share of total trash capacity on a weekly basis using the Unit's percentage ownership in the Common Elements and the waste capacity of the trash containers located on the Common Elements. Costs of removal of excess waste will be treated as a charge against the Unit's account and collected in accordance with the provisions of Section 9.3 of the ByLaws.

12. Shopping carts are provided in each building's garage for residents' convenience. Shopping carts shall be returned to the storage-area immediately upon completion of use. Carts shall not be kept in Units. Movers and vendors cannot use the metal carts: there are a few larger plastic carts that can be used by them stored in the garage between Buildings 4 & 5.

SECTION 4. PETS.

1. All pets belonging to a Unit resident (as allowed by the Declaration) must provide a signed Pet Permission Agreement (as formulated and modified from time to time by the Board).

2. Only household, domestic animals (dogs, cats, small birds, fish) shall be permitted upon the Association Property at any time.

3. Only household, domestic animals (dogs, cats, small birds, fish) may be kept in the Unit as a pet.

4. Registered Guests may, where allowed by the Declaration, bring pets and must provide a signed Pet Permission Agreement. Guests not required to register may, where allowed by the Declaration, also bring pets into the Unit.

5. No animal may be kept, bred or maintained in the Unit for commercial purposes.

6. All pet owners shall comply with all pertinent state and county laws and city ordinances regarding owing and maintaining pets, including but not limited to vaccinations, licensure and leash laws. Each owner shall submit annual proof of compliance.

7. Any unregistered animal shall be reported to the appropriate animal control authorities for removal from Avenue Lofts.

8. Each pet owner shall indemnify and hold the Association harmless against any loss or liability of any kind or character resulting from an owner having any animal in the condominium.

9. In no event shall any pet be permitted in any of the common portions of the condominium unless the animal is carried or on a leash.

10. All Unit Owners, residents, and guests must pick up excrement left by their pets anywhere on the property. The owner of a pet shall properly dispose of any excrement

immediately. Waste receptacles of Units where the pet does not reside may not be used for such disposal.

11. Each animal brought or kept upon the Association Property shall be at all times under the control of a responsible, capable adult. No animal shall be allowed to constitute a nuisance.

12. If a pet becomes obnoxious or creates a nuisance by barking or otherwise creates a disturbance, the owner must immediately correct the problem. Three violations of this rule shall result in the requirement that the pet be removed from Avenue Lofts Condominiums.

13. Owners of pets must insure their animals do not use the property of other residents for the animal to use as a base for defecation and/or urination.

SECTION 5. GUESTS.

1. Residents are responsible for all actions and/or damages caused by their guests, invitees, service personnel or others that are on-site at the request of or on behalf of the resident. The Association shall repair any damage and charge the responsible party.

2. Unregistered guests must be accompanied by resident while on rooftop deck, pool and/or gym.

3. An absentee/seasonal owner must notify management prior to any guest occupying the Unit by completing the Guest Registration form and providing same to management.

4. Guests may not occupy the Unit when the owner (or tenant) is absent therefrom unless each of the following conditions is satisfied.

    A. The owner (or tenant) registers the guest with management and obtains prior to the first date of occupancy. The owner (or tenant) shall provide such as may request, including, but not limited to, information concerning the guest, the duration of the visit, the duration of the owner's (or tenant's) absence, and such other information as management may require to assure that the guest in not, in actuality, a tenant.

SECTION 6. ROOFTOP DECK, POOL AND GYM.

1. Bathers who use the Pool facilities do so at their own risk.

2. Bathers must shower in order to remove oils and lotions prior to entering the Pool.

3. Compliance with all posted rules and warnings at the pool shall be strictly enforced.

4. Food and/or drink shall be limited to non-glass containers. All refuse shall be disposed of properly.

5. All pool equipment and furniture shall remain at pool side and at no time be tampered with or removed.

6. No children under the age of fourteen (14) shall be permitted in the pool area or gym unattended by a responsible adult. Any individual wearing diapers must wear protective pants while in the pool or on the pool deck.

7. Reckless, dangerous or excessively noisy activities shall not be permitted in the pool or on the pool deck.

8. No dangerous toys or other objects are permitted in the pool or on the pool deck.

9. The rooftop deck, the pool and the gym shall be open from 6 a.m. to 11 p.m.

10. Smoking on the rooftop deck, in the gym, in the pool and the pool areas is prohibited, except in designated areas.

11. The rooftop deck, pool area, gym and equipment are to be used only for the age appropriateness and use for which the equipment is designed and intended.

12. All gym equipment and furniture shall remain in the gym and at no time be tampered with or removed.

13. Clean/brush and turn off grill when finished using it. Leave it in the condition you wish to find it.

14. The rooftop deck, pool area and gym are for Unit Owner, Tenant and Guest use and cannot be reserved for private use by a Unit Owner or Tenant. Roof-deck is integral to the emergency exit plans for the buildings and exits must be kept clear and operational at all times. Residents may request that a large-party be noted on the association's public-shared calendar to allow visibility to others in their planning efforts. This does not constitute use-rights or reservations to any of the elements making up the roof-deck amenities.

SECTION 7. MAINTENANCE, ALTERATIONS AND EXTERIOR APPEARANCE.

1. Any alteration or modification to the exterior of any Unit shall be made only with the prior written approval of the Board of Directors. This includes prohibitions on all painting, decorations, and modifications such as screen enclosures and storm/screen doors. Such approval shall include implied agreement on the part of the individual(s) making the change to be responsible for ongoing maintenance and/or repair and to indemnify the Association for any damages occurring to common areas or common property or to any person that may arise as a result of the alteration or modification. Approval by the Association does not preclude the requirement that individuals obtain valid permits from governmental jurisdictions.

2. No articles of clothing or other items shall be hung or draped outside of doors, windows, and balconies or placed upon the outside structure of the Units, with the exception of

potted plants. No clotheslines or similar device shall be allowed on the exterior of any Unit, including patios, porches, balconies, or terraces.

3. No awnings, hurricane shutters, or light reflective material (such as aluminum foil) shall be used except as shall have been approved by the Board of Directors. No exterior ventilators or window air conditioning Units are permitted. No fuel-powered (gasoline, propane or natural gas) appliances of any kind are ever allowed to be stored or used in a Unit or the Limited Common Elements or on the Common Elements.

4. No sign, notice, advertisement or identification of name or house shall be inscribed or exposed on or at any window, or other part of the Unit, with the exception of the Unit number provided by the Association. No solicitation notices shall be posted on the mailboxes.

5. Holiday decorations and lighting observances of established religious days and patriotic events are permitted only thirty (30) days prior to the holiday. All such items shall be removed no later than two weeks following the end of the designated holiday.

6. Political signs may be posted only ten days prior to an election and must be removed one day after the election.

7. Unit Owners cannot install personal satellite dishes on the common elements or roofs.

SECTION 8. AUTOMOBILES, GARAGES, PARKING.

1. Automobile horns are not to be used except in an emergency.

2. All parking spaces are assigned; parking shall only be permitted in assigned spaces without prior permission from the owner of that space.

3. Do not allow vehicles to idle inside the garage or in the alley.

4. No vehicles other than automobiles and/or allowable motorcycles shall be permitted to park within the Association Property. For purposes of this rule, “automobiles” include any type of allowable van or truck, such as pickup truck. No other vehicle or equipment of any kind, whatsoever, including but not limited to commercial work trucks, delivery vans, boats, boat trailers, campers, water-recreation vehicles, shall be parked, maintained, stored or otherwise kept within the designated parking areas or on any other portion of the Association Property at any time whatsoever.

5. No vehicle which cannot operate on its own power shall remain within the Association Property for more than 24 hours. A vehicle shall be considered inoperable if its registration is expired.

6. No vehicles shall be repaired within the Association Property, except in emergencies and except as otherwise provided in the Declaration.

7. There shall be NO car washing on the property. Unit Owners may use the hose-bib on Bldg-3, NW corner to wash their vehicles in the parking spaces on NW 5th Ave. Washing and detailing vendors used must perform this service off-site.

8. THE ASSOCIATION HAS 24-HOUR ENFORCEMENT OF VEHICULAR AND TRAFFIC RULES. VEHICLES IN VIOLATION OF PARKING AND TRAFFIC RULES ARE SUBJECT TO IMMOBILIZATION (WHEEL BLOCKING), TOWING, AND/OR REFERRAL TO LAW ENFORCEMENT AT THE EXPENSE OF THE OWNER OF THE VEHICLE. THE ASSOCIATION SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM ENFORCEMENT OF VEHICULAR AND PARKING RULES.

SECTION 9. SALES AND LEASING.

1. Owners, realtors or other agents involved in showing a Unit being offered "for lease" or "for sale" may put a key-box on the Key-Box bar located in the stairwells off each ground level elevator lobby. Key Boxes found attached to stairwells and other interior locations will be cut off and disposed of immediately, without notice or reimbursement.

2. The seller/lessor and the buyer/tenant shall present a completed application and provide document(s) as may be required by the Board of Directors and shall be required to appear, in person, before management for screening and orientation. A $100.00 non-refundable fee must accompany the application for resale or rental to cover administrative costs to process the application. Completed applications shall be approved or rejected within thirty (30) days of receipt by management except for applications filed by Veterans which shall be approved or rejected within ten (10) days of receipt or as required by applicable law as amended from time to time.

3. Approval of any application shall not be given unless all charges applicable to the Unit are current.

4. There shall be no subleasing of Units. Co-tenants may be approved if all Association requirements for the background check are met. Occupants shall not exceed two persons per bedroom.

5. Every lessor shall:

    A. Evict at lessor's expense any tenant the Board of Directors declares to be a continuing nuisance or who does not comply with rules.

    B. Not extend or renew a lease without the approval of the Association.

    C. Pay for any damages to Association property caused by the tenant, or the tenant's family, or guests, or invitees.

    D. Pay any attorneys' fees, expenses and/or court costs incurred in enforcing rules and regulations against the tenant.

6. No lease shall be approved for terms of less than one year. Units shall not be rented more than two (2) times per calendar year.

7. All persons over the age of eighteen must be screened by management prior to purchase or occupancy of any Unit. Individuals with current felony records may not purchase or reside in Avenue Lofts. Individuals who turn eighteen while in residence must be screened.

8. Prospective tenants with FICO scores below 675 are not eligible for ownership or lease.

9. In order to protect the health, safety and welfare of the owners, tenants, guests and invitees of Avenue Lofts condominiums, the Board of Directors has determined that a background investigation shall be conducted on each individual over the age of eighteen (18) years seeking to occupy a Unit to determine whether said individual has been convicted of any crime as defined and described below and if so, to determine whether the civil rights of said individual have been restored by the convicting governmental agency. The purposes of implementing the following Rule and policy **do not** include an intent to profile or restrict individuals on the basis of race, religion, age or gender.

   Individuals with a local, state or federal record of felony conviction(s) for which civil rights have not been restored may not reside or occupy a Unit in Avenue Lofts if the individual has:

   a). A felony conviction, as designated by local, state or federal law, within three (3) years of the date of application to occupy a Unit which violated any ordinance or state or federal statute, prohibiting theft, fraud or violence directed at a person or property, or

   b). Multiple convictions of any felony as such is designated by local, state or federal law or a repeat of the same felony conviction within five (5) years of the date of application to occupy a Unit , whether or not said conviction pertains to theft, fraud or violence directed at a person or property, or

   c). Any conviction for a felony at any time prior to the date of application to occupy a Unit for a violation of any local, state or federal law, prohibiting the manufacture or distribution of a controlled substance as defined therein, or

   d). Any conviction for a felony at any time for violation of any local, state or federal law in which the victim is a minor, or

   e). Any conviction for a felony at any time which conviction results in the mandatory registration of the individual as a sex offender.

In addition to denying occupancy to any individual applying for approval who meets the criteria set forth above, any individual who currently occupies a Unit and who is convicted of any of the above described felonies during said occupancy shall permanently leave the Unit and Association property within 30 days of said conviction. The Board of Directors shall

exercise its authority to enforce these Rules and Regulations through arbitration filed with the Department of Business and Professional Regulation or through an action filed in a court of competent jurisdiction.

SECTION 10. OWNER PARTICIPATION AT MEETINGS.

1. Any owner attending a public meeting of the Board of Directors shall have the right and opportunity to speak to any item posted on the Meeting Agenda at a time designated on the Agenda prior to discussion/action by the Board of Directors. A maximum time allotment of three minutes may be enforced.

2. A maximum time allotment limit of three minutes may be enforced.

3. Owners who wish to speak during the meeting shall identify themselves and state their address prior to speaking to any item.

4. Meetings may be recorded by owners as long as the technology and/or process of recording is not disruptive to the meeting.

5. Appropriate decorum is required of all speakers. Speaking loudly, interrupting others, using obscene or foul language or gestures, making personal and/or disparaging remarks to or about any person shall not be tolerated.

6. Violations of the above rules may result in the offender losing future speaking privileges.

SECTION 11. REQUEST FOR RECORDS.

1. All requests for record inspection shall be made in writing and mailed to the Association management office. Requests shall be legible and specific as to the record to be inspected.

2. All record inspections shall take place at the management office during its normal business hours.

3. No Association record shall be removed from the management office or the location designated.

4. No marks, notes, or changes shall be made to any Association record.

5. Owners are limited in their request to inspect Association records that actually exist in the normal course of business and in compliance with Chapter 718, Florida Statutes, as amended from time to time. The Association shall not be required to produce or create non-existing records nor shall the Association be required to compile information not existing in record form at the time of the request.

6. Owners are limited in their record inspection to eight hours per month. Owners are limited in their records inspection to five (5) subjects per request.

7. Record inspections shall only be made by owners and/or their authorized representative. Owners shall provide written notification of the name, address, and telephone number of any authorized representative prior to any inspection of records.

8. Owners are restricted to one record inspection per month.

9. Requests for copies of printed Association records shall be responded to during the inspection if the request is for less than 25 copies. Requests involving in excess of 25 copies shall be sent to an outside vendor within twenty-four hours of the request. Notice of completion of the outside copying shall be given to the owner within twenty-four hours of receipt of notification of same by the outside vendor.

10. Fees for materials:

    A. A fee of $0.25 per printed-page shall be charged to the owner requesting copies made in-house. The owner shall pay the full cost charged by any outside vendor, including any delivery charge, if applicable.

    B. Copies of electronic records will be charged $0.25 per file, plus cost of the storage media (thumb-drive). Inspecting owner/representative cannot provide media due to risk of viruses.

    C. A printed copy of the Declaration of Condominium, By-Laws, Articles of Incorporation, Amendments thereto and the Rules and Regulations shall be provided at a flat cost of $75.00.

    D. Inspecting owner/representative may scan appropriate hard-copy materials of charge. Electronic records cannot be scanned; copies must be requested to and provided by management office.

    E. Payment in full must be made prior to delivery of the copies to the owner.

11. Owners inspecting records shall not make any noise nor interfere, disrupt, or talk to management or employees except to ask for copies to be made.

12. Inspections shall consist of reviewing actual existing records and shall not consist of asking management or any employee questions about the content of the records, nor shall the owner disrupt the operation of the management office or the conduct of management business. Such interruptions shall result in cancellation of the record review.

13. Pursuant to Section 718.111, Florida Statutes, as amended from time to time, the following records shall NOT be provided to any owner.

    A. Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes and any record protected by the work-product privilege, including, but not limited to, any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

B. Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a parcel.

C. Disciplinary, payroll, health, insurance, and personnel records of the Association's employees.

D. Medical records of parcel owners or community residents.

E. Social security numbers, driver's license numbers, credit card numbers, email addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of owners other than provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, Unit designation, mailing address, property address, and any address, email address, or facsimile number provided to the Association to fulfill the Association's notice requirements.

F. Electronic security measures that are used by the Association to safeguard data, including passwords.

G. The software and operating System used by the Association which allow the manipulation of data, even if the owner owns a copy of the same software used by the Association.

H. Any additional prohibited documents or information set forth in Chapter 718, Florida Statutes, amended from time to time.

Prepared by/Record/Return to:
Elaine M. Gatsos, Esquire
1499 W Palmetto Park Road, Ste. 210
Boca Raton, FL 33486

INSTR # 114351006
Recorded 04/27/17 04:57:02 PM
Broward County Commission
Deputy Clerk 5080
#1, 16 Pages

CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS FOR AVENUE LOFTS CONDOMINIUMS ONE, TWO, THREE, FOUR AND FIVE OF AVENUE LOFTS CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declarations of Condominium for Avenue Lofts Condominiums have been duly recorded as follows:

CONDOMINIUM	OFFICIAL RECORDS BOOK	PAGE NUMBER
Avenue Lofts Condominium One	36047	979
Avenue Lofts Condominium Two	38648	1544
Avenue Lofts Condominium Three	40622	485
Avenue Lofts Condominium Four	42808	1618
Avenue Lofts Condominium Five	42809	59

Pursuant to the provisions of the Declaration of Condominium of AVENUE LOFTS CONDOMINIUM ASSOCIATION, INC., amendments to the Rules and Regulations were presented a a properly noticed meeting of the Board of Directors on April 25, 2017 and approved by a majority of the Board of Directors.

This Certificate and the attached amendments to the Rules and Regulations are being filed in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Certificate to be executed by their duly authorized officers and the seal of the corporation affixed thereto this 25 day of April, 2017.

AVENUE LOFTS CONDOMINIUM ASSOCIATION, INC.

By: _____
Kurt Liphardt, President

(Seal)

Attest: _____
Wade McNary, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared Kurt Liphardt and Wade McNary who are personally known to me ~~or who provided~~ _____ / _____ as identification, and who are known to me to be the President and Secretary of **AVENUE LOFTS CONDOMINIUM ASSOCIATION, INC.**, a Florida Not For Profit Corporation, respectively and who acknowledged before me that they did, as such officers, execute the foregoing Certificate of Amendment and that the execution of said Certificate is the act and deed of said corporation, and that the same was executed for the purposes therein expressed. They did (did not) take on oath.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State last aforesaid this 25 day of APRIL, 2017.

Notary Public

My Commission Expires: 19 Nov '18

LINDA C CARLSON
Notary Public - State of Florida
My Comm. Expires Nov 19, 2018
Commission # FF 144713