ALANA CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

These Rules and Regulations have been adopted pursuant to the Florida Condominium Act by the Alana Condominium Association, Inc. Board of Directors, to implement the policy and intent of the Declaration of Condominium, Articles of Incorporation, and By-laws of Alana Condominium Association, Inc., all of which are incorporated by reference into these Rules and Regulations as if fully stated herein. These Rules and Regulations are intended to be construed to set and maintain high standards of appearance and etiquette that will enable all residents to both enjoy the condominium experience and enhance the value of their property. All Rules and Regulations shall apply to all owners, residents, tenants, guests, employees and contractors, as well as all individuals or entities located upon the condominium property, even if not so specifically stated in the Rules and Regulations. Any violation of these Rules and Regulations may subject the unit owner or offending party to a fine, judicial injunctive relief, damages, payment of reasonable attorney's fees, or other such relief as permitted under law. All residents shall execute a receipt form acknowledging receipt of these Rules and Regulations, which shall be maintained in the resident's file in the management office.

Effective: January 29, 2025

RULES & REGULATIONS

1. BALCONIES/WINDOW

1.1 None of the patios, terraces or balconies that are contiguous to Residential Units and designated as Limited Common Elements under the Declaration may be enclosed, glassed in, screened in or shuttered, nor may any Residential Unit Owner alter the configurations of such patios, terraces or balconies, or hang plants, draperies, screens or other items there from. Plants cannot extend beyond the

vertical plane of the exterior of the balcony or in no manner create a nuisance for any other Owners. No hammocks, swings, or any similar item is permitted to be nailed, affixed, drilled, or otherwise attached to any portion of the building/balcony.

1.2 NO alteration of building colors shall be permitted.

1.3 No awning, canopy, air conditioning unit, satellite, antennae, or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portion of the Building or on the Common Elements.

1.4 Unit Owners shall not sweep or throw from the Condominium Property any dirt, water, bleach, cleaning products, or other substance from any of the balconies or elsewhere in the Building or upon the Common Elements.

1.5 No hammocks, garbage cans, supplies, tools, garbage, or other articles shall be placed on the balconies or other Common Elements. No lines, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium Property.

1.6 No cooking or barbecuing of any type (propane, gas, electric, charcoal, etc.) is permitted on the balconies. The Association provides grilling stations on the rooftop deck area.

1.7 A Unit Owner who is absent for the apartment for any length of time during hurricane season must prepare his Unit prior to his departure by removing everything from the balcony. In the event you plan to be away during the hurricane season, management should be notified and given name of the person responsible for the apartment in case of a Hurricane.

1.8 Curtains, blinds, shutters, levelers, or draperies (or linings thereof) which face (or are otherwise exposed to) the exterior windows or glass doors of Units shall be white or off white in color and otherwise consistence with the overall appearance and aesthetics of the building and shall be subject to disapproval by the Association, in which case they shall be removed and replaced by the Unit Owner, at such Owners sole cost, with items acceptable by the Association.

1.9 No Unit shall have any aluminum foil placed on any window or glass doors or any reflective substance placed on any glass

1.10 No exterior antenna shall be permitted on the Condominium Property or Improvements thereon, provided that Developer shall have the right (but not the obligation) to install and maintain antennae radio, internet, and television lines and security systems, as well as temporary communications systems.

1.11 Children will be the direct responsibility of their parents or legal guardian 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 Condominium Association shall be required of such children. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated.

1.12 No Unit Owner shall permit anything to fall from a window/door/balcony of the Condominium Property.

1.13 Balconies are not to be used an extended storage area.

2. POOL & ROOFTOP DECK

NO LIFEGUARD ON DUTY; SWIMMING IS AT YOUR OWN RISK. Owners and Management are not responsible for any damaged, lost, stolen, or misplaced items; nor for accidents or injuries in the pool or on rooftop deck. Loud noises will not be tolerated.

2.1 Amenities of Alana are for the authorized use of its owners and registered transient guests.

2.2 Maximum of two visitors per unit, visitors must be accompanied by residents at all times while using the amenities.

2.3 Maximum occupancy is 20 in pool
2.4 All persons under seventeen (17) years of age must be accompanied by a responsible adult when entering and/or utilizing the pool or rooftop deck. Children are the direct responsibility of their parents or legal guardians. This includes full supervision of children while on Condominium Property and full compliance with these rules and all other Rules and Regulations of the Association.
2.5 Pool / Rooftop Deck use is restricted from dawn to dusk. Use of the pool outside of designated times is strictly prohibited.
2.6 No glass drinkware nor glass bottles are permitted in the pool nor on the rooftop deck.
2.7 No alcohol is permitted in the pool, rooftop deck, or any common area.
2.8 No food is permitted in the pool.
2.9 It is mandatory to shower before entering the pool.
2.10 No pets are allowed in the pool or on the rooftop deck area at any time.
2.11 All trash or garbage is to be placed in the proper receptacles. Residents must take any and all of their belongings and clean their area after each use.
2.12 Personal listening devices must be used with ear pieces and/or headphones.
2.13 No smoking is allowed in pool or rooftop deck, or any other common elements or pool area.
2.14 Proper swimming attire is required when using the pool.
2.15 Ball playing on the pool or rooftop deck is prohibited.
2.16 NO RUNNING or boisterous behavior is permitted
2.17 NO DIVING or continuous jumping is permitted.
2.18 NO topless or bottomless bathing.
2.19 Any misuse, damage, or malfunctioning of equipment must be reported to management immediately.
2.20 Residents are responsible for damages caused indirectly or directly by themselves and/or their guests.
2.21 The pool and rooftop deck is provided for your enjoyment, destructive or improper behavior will not be tolerated
2.22 No disposable diapers are permitted in the pool. Children that are not toilet trained and incontinent adults or any other person requiring diapers must wear approved waterproof pants over swimming diapers. Swim Diapers must meet approval of management
2.23 No floating devices in the pool. No rafts, no beach balls, surfboards, or similar beach equipment are permitted in pool or on rooftop deck.

2.24 Cover-ups and footwear are required in all common areas. A towel does not constitute a cover-up.
2.25 Sun tan lotion must be rinsed off before entering the water.
2.26 Cover lounge chairs with a towel when using sun tan lotion.
2.27 Lounges and chairs are not to be moved from their original placements.

3. Club/Community **Room**

3.1 Club/Community room hours are 8am-10pm.
3.2 Cellphone etiquette is appreciated.
3.3 Club/Community may be rented for private use on a first come first serve basis with the Management office

3.4 Any destruction or violation of the Club/Community room will result in a $150 minimum fine in addition to all costs equal to the extent of damages, and violations as applicable in accordance with Florida statues.
3.5 There is no smoking permitted in the Club/ Community Room or any other common areas.
3.6 No alcohol is permitted in the Club/Community room or any other common areas unless approved by the Board for private functions.
3.7 No pets are permitted in the Club/Community room.
3.8 Personal listening devices must be used with ear pieces and/or headphones only. No open speaker system is permitted unless it is the Associations'. Excessive and/or loud noises will not be tolerated.
3.9 All persons under seventeen (17) years of age must be accompanied by a responsible adult when entering and/or utilizing the Club/Community room. Children are the direct responsibility of their parents or legal guardians. This includes full supervision of children while on Condominium Property and full compliance with these rules and all other Rules and Regulations of the Association.
3.10 Proper attire is required while inside the multipurpose room and all other common areas.
3.11 Bare chest, bare feet, and bare bottom are not permitted at any time in the multipurpose room.
3.12 Television(s) in the multipurpose room must be kept at reasonable levels at all times.

4. Club/Community **Room Reservations**

All Reservation dates are subject to Management's approval. The Club/Community room cannot be reserved for Commercial use or business purposes. Maximum reservations of guests not to exceed 34 guests.

4.1 In the interest of fairness to all members, only one reservation at a time from each owner will be accepted. All reservations and arrangements including deposits and guest list must be send to the management office five (5) business days prior to the date of the party or meeting.
4.2 The Multipurpose room may only be reserved by unit owners or permanent residents having a signed lease approved by the Management Office.
4.3 Reservations is for the multipurpose room only. Use of the swimming pool and gym/fitness center by guests invited to parties being held in the multipurpose room is prohibited. Taking food and drinks from the multipurpose room is prohibited.
4.4 Maximum Occupancy: No more than 34 persons may occupy the multipurpose room.
4.5 A printed guest list in alphabetical order must be received by the management Office at least five (5) working days prior to the party. The front desk will refuse admittance to any person not on your list. If the guest list is not received (5) working days prior to the party / meeting the deposit will be returned and the reservation cancelled.
4.6 . The applicant hereby acknowledges that the Association has no direct or indirect liability for damage to the auto of any guest or attendee.
4.7 The Club/Community room may not be reserved on Holidays specified on the Reservation form. Parties and Meetings being held Monday through Thursday, of 34 guests will require an association security guard presence at the resident's expense. All parties being held on Fridays, Saturdays, and Sundays regardless of the amount of guests will require an association security guard presence at the resident's expense. All security fees as specified on the reservation form, at the

time of reservation, must be paid to the Association and submitted to the management office, 5 days in advance of the reservation date. There will be a varying applicable fee for hired association guard which will be specified on the reservation form at the time of reservation. The check will be made to the security company five (5) working days in advance and given to the Management Office.

4.8 The reservation fee for groups of 5-11 people is $500 (four hour maximum) in addition to a $2,000 security deposit. The fee for parties of 12-30 people is $1,000(four hour maximum) in addition to a $4,000 security deposit. Must not exceed 34 persons

4.9 Inspection/walk-throughs will be conducted by management before and after the event to assess and document conditions and damages. If damages are found during the post event walkthrough then management will deduct costs equal to the extent of damages from the deposit. If the costs exceed the deposit then the overage costs will be charged to the unit of the applicant responsible for reserving the room. The applicant is responsible for all cleaning of the facility after its use and to leave the facility in the same condition in which it was provided.

4.10 Any damage to the common elements of the Association resulting from the reserved event will be the complete responsibility of the applicant reserving the room. Damages will be billed accordingly.

4.11 Loud and excessive noise, including music, is not permitted. Any noise or music that may or does disturb the comfort and quiet enjoyment of the property by owners or occupants will be considered loud and excessive. Security has the authority to stop any party that persists in causing excessive noise after being warned.

4.12 Any additional trash cans, trash bags, or maintenance supplies necessary to maintain the cleanliness during the party must be provided at the sole expense by the resident reserving the room.

4.13 These rules will be enforced and monies for damages will be collected as specified in Alana Condominium Association, Inc., Paragraph 19 Compliance and Default and sub-paragraph 19.1 Mandatory Nonbinding Arbitration of Disputes 19.2 Negligence and Compliance 19.3 Fines 19.4 Suspension 19.5 Waiver of Jury Trial.

4.14 The resident and his/her guests release Alana Condominium Association, Inc., its representatives, management, agents, or any employee from any liability for an injury or damage while on Alana Condominium property.

4.15 Failure to comply with these rules may result in the forfeiture of your right to use the multipurpose room in the future, as may be determined by the Board of Directors.

4.16 Due to the proximity of apartments to the party room, we must be mindful and considerate of any noise disturbances. In any case of such complaints from residents that reports disturbance of the quiet enjoyment of their apartment, you will be required to reduce the noise being caused by your party.

5. **GYM/FITNESS CENTER RULES AND REGULATIONS**

All persons under the age of 17 must be accompanied by a parent or guardian Children are the direct responsibility of their parents or legal guardian, including full supervision of them while with the Properties and including full compliance of them with these Rules and Regulations and all other Rules and Regulations of the Association. Loud noises will not be tolerated. Guest use is prohibited. These facilities are provided for your enjoyment, area is not supervised, use at your own risk. Owner and Management are not responsible for any damaged, lost, stolen, or misplaced items; nor for accidents or injuries in the gym/fitness center.

5.1 Gym/Fitness Center hours **is 24hours.**

5.2 Cellphone etiquette is appreciated. Personal listening devices must be used with ear pieces and/or headphones.

5.3 No food, smoking, alcoholic beverages or glass containers are allowed in the gym/fitness center.

5.4 No glass or breakable objects.

5.5 No animals/pets allowed.

5.6 Proper shoes and fitness attire is required while utilizing inside the Gym/Fitness Center. Wet bathing suits are prohibited.

5.7 For your safety, please read all equipment directions and/or warnings prior to use.

5.8 Weights must be returned to proper location after use.

5.9 Persons receiving medical treatment or having any conditions or concerns should consult with a physician before using equipment.

5.10 Any misuse, damage or malfunctioning of equipment must be reported to management immediately.

5.11 Equipment must be wiped down after each use.

5.12 Please limit the use of equipment to 30 minutes when others are waiting.

5.13 Please do not drop weights or dumbbells.

5.14 Maximum occupancy is 8 persons.

5.15 Outside Personal Trainers must be properly licensed, certified and carry their own liability insurance, and registered with the Management Office. A copy of all required documents must be submitted. Outside trainers may not train non-residents or solicit other residents for their services.

5.16 Cell phones should be placed on silent and not used for talking while in the gym/fitness center. Texting is allowed so long as it is silent and does not disturb others.

5.17 This room is monitored by video surveillance.

6. Move In- Move Out

Moves and Deliveries require management approval prior to scheduling. A $1,000 security deposit will be required for elevator reservations. Permitted scheduling hours are as follows.

Move in/out: Monday-Friday (with exceptions of Holidays specified on the Move in form)
Deliveries: Monday-Friday 9:00-4:30pm and Saturdays from 9:00am-12pm (with exceptions of Holidays specified on the Move in form)

6.1 All Moves require completion and submission of a Move in/out form 4-5 days prior to move in date to the management office.

6.2 All Deliveries require notice and COI to be submitted to the management office prior to the delivery date. No deliveries will be permitted without proper notice and proper insurance on file.

6.3 At any time during the moving/delivery process, no items may be staged, stored or left in the Receiving Area, building hallways or other common areas. The moving/delivery company and/or owner must remove all cartons, crates and packing material from the Property. Empty boxes and move-in garbage must be taken off property for disposal.

6.4 Do not dispose of the cardboard material through the trash chute or common areas.
6.5 Anyone putting boxes, containers, building material, etc., in the trash chute or trash containers will be subject to fines and costs equal to the extent of damages.
6.6 Moving companies MUST provide Certificate of liability Insurance with correct requirements to management 3 business days prior to date of move. Moving companies must be licensed and insured listing Alana Condominium Association as additionally insured and the Certificate Holder on the Certificate of Insurance.
6.7 Self-moves require that the resident provide a deposit of $1000, a copy of the resident's current automobile policy, a copy of declaration page of the current Renter's insurance policy or HO6 policy with the minimum limits established by the Association and must name Alana Condominium as additional insured.
6.8 Unauthorized moves/deliveries are subject to DENIAL by Management and will be subject to fines as levied by the Board of Directors.
6.9 Any damage to any of the common areas during a move/deliveries is the responsibility of the owner and subject to repair charges.
6.10 Personal listening devices of moving/delivery personnel must be utilized with headphones, no radios will be permitted, no excessive loud talking and yelling, no congregate on balconies or common areas.
6.11 Move-in/delivery personnel must register with the Management office or Front Desk upon arrival. Personnel will be issued an ID Badge to identify the apartment number where the contractor is authorized to be. If the contractor is found in any other location, they will be escorted off the property immediately.
6.12 Management will direct move in/delivery vehicles to designated loading areas. Unauthorized vehicles on Association property are subject to being towed at the expense of the owner of the vehicle.

7. Trash

Trash Chutes are for GARBAGE ONLY, no cardboard, no crating, no boxes, no building material or bulk items are allowed down the chutes

7.1 All trash, garbage and cardboard boxes are to be properly disposed of in the designated areas without exception. Recycle items are to be placed in the proper bins as provided.
7.2 All trash placed in the trash chute must be secured and bagged. Trash cannot be left on the trash chute room floor. Leaving loose trash, boxes, or bags on the trash chute room floors will result in written violations and clean up fees.
7.3 Cardboard cannot be disposed in the trash chute. Cardboard must be flattened and placed in the designated receptacle.
7.4 Extermination of the perimeter and common areas of the property is conducted by the Association; improper disposal of trash by unit owners/residents will result in extermination expenses which will be charged to the violating unit's account.
7.5 Bulk items must be arranged for disposal, at the owner's expense, there is no provision for this service by the Association.
7.6 All garbage must be properly attended to and disposed of in a timely manner as to not create an infestation of insects, rodents, pests, and etc.
7.7 Due to limited space, special arrangements must be made, at the owner's expense, offsite, with management's approval for heavy construction materials or demolition. No private dumpsters permitted onsite.
~~7.8~~ In order to reduce the noise generated from falling trash that may disturb residents living adjacent to the trash chute, please be mindful of your neighbors by limiting your use of the trash chute between 10:00pm-7:00am.
7.9 Your guest and housekeepers must know and abide by these rules. The unit owner/residents are responsible for any violations of the above.

8. PETS

All pets are to be registered with the Management office, NO EXCEPTIONS. Any violations are subject to fines as determined by the Board of Directors. All pets shall be kept in accordance with applicable laws and regulations. There is a mandatory Pet fee of $250 for the pet to be approved. Pet owners must provide proof of proper vaccinations, required licenses, and current photo of each pet to the management office on an annual basis. No tenant occupying a residential unit for a period of less than 30 days shall maintain a pet in a residential unit. Any violations of the Pet Rules will be subject to fines permissible by law. All violation and or breach of the rules and regulations will be subject to maximum fines allowable by law

8.1 Pet rules are to be strictly adhered to.
8.2 Unit Owners may have a maximum of two (2) pets per unit.
8.3 The Board of Directors reserves the right to require the removal of any animal which is deemed a nuisance, dangerous, or threatening in nature.
8.4 Pets are the responsibility of their owners at all times. All pet owners will be held accountable for their pet's behavior, violations of the Pet Rules and/or damages.
8.5 Pets are NOT allowed in the pool, on the rooftop deck, in the Gym/Fitness Center, outside Summer Kitchen/ decks or the multipurpose room.
8.6 Pets are to be leashed at all times as required by local Leash Laws when in the common areas, including elevators, halls, property grounds etc.,
8.7 Leashes are not to exceed (6) feet and be appropriate for the size of the pet
8.8 Pets are not allowed to excrete or relieve themselves on balconies or any other common area of the property.
8.9 Pets are not to be kept on balconies and/or any other common area property unattended at any time.
8.10 Certain breeds which are prohibited by applicable law and regulations or considered to be dangerous will not be permitted.
8.11 Local Animal Nuisance Laws are to be fully complied with i.e., continuance and excessive barking may result in the removal of your pet
8.12 Therapy and/or Support animals which are governed by the Fair Housing Laws must be registered with the Management Office and all proper medical documentation must be provided to the Association
Entrance and exit through the garage ramp while walking or exercising your pet is strictly prohibited.
8.13 Pets may not play or exercise or have their routine walks in the corridors or garage.
8.14 Pets shall not be permitted outside of their owner's unit unless attended by the pet owner. The pet must be controlled and on a leash at all times while on the property
8.15 Owners shall properly dispose of all pet debris. The owner or pet walker shall promptly clean up pet eliminations and properly dispose of waste using the disposal bags supplied at the Doggie Stations located around the property. Should any pet have an accidental elimination anywhere on the property, the person carrying or walking the pet shall immediately clean it up. There is a mandatory $25 cleaning fee for any pet accident that staff cleans up, regardless of the nature, cause, or reason for the accident. In addition, fees will be applied to the pet owner and/or unit owner to the extent of damages caused by the pet.
8.16 Pets may not play or exercise in the corridors or garage.
8.17 Pets are only permitted in the Main lobby area solely for ingress and egress while walking pet. Pets may not be accompanied by resident to the coffee machine.

9. CONTRACTORS AND REMODELING WORK

All alterations must be done by licensed and certified contractors. Required permits, Certificate of Insurance, business license, and Workmen's Compensation must be submitted to Management for Board of Director approval prior to any commencement of work Lessees/Tenants are not authorized to do any Architectural modification/Contractor work to unit.

9.1 Work is not to be performed by contractors in individual units or on property on weekends or holidays with the exception of repairs which is to be determined and approved by Management.

9.2 Approved contracted work is restricted to Monday through Friday, 9:00 am - 4:00 pm, no holidays, no weekends. (Registered Housekeepers are permitted 7 days a week, from 7:00 am to 4:00 pm with no holiday and weekend restrictions.)

9.3 All unit alterations must have a fully completed and **certified** Architectural Package submitted to the Management office for approval of any renovations. See Management for the renovation form and specifications required.

9.4 The improper placement of boxes, containers, building material, etc., in the trash chute or trash containers will result in fines and additional expenses equal to the extent of the damages incurred.

9.5 Contractor etiquette is required while on property during the permissible hours of 9am to 4pm, Monday through Friday excluding weekends and holiday. Personal listening devices must be utilized with headphones, no radios will be permitted, no excessive loud talking and yelling, no congregating on balconies or common areas.

9.6 Service contractors with toolboxes, hand trucks/dolleys, shopping carts, movers with furniture and construction/renovation materials, etc., must use the service elevator.

9.7 No work of any type is permitted in the hallway or any other common area. No materials, boxes, equipment etc., are to be stored or kept in the hallways or any other common area.

9.8 Contractors/service vehicles must be parked off-site with the exception of contactors hired by the Association. Unauthorized vehicles on Association property are subject to being towed at the expense of the owner of the vehicle.

9.9 Contractor is responsible for the removal of all construction/demolition debris and heavy construction materials. Due to limited space no construction dumpster is permitted on site. Bulk material disposed in the trash chute or trash area will not be allowed and will be subject to a fine.

9.10 No material will be accepted for delivery and the contractor will not be permitted to enter the building until approval has been granted by Management.

9.11 Contractors must register with the Front Desk upon arrival. Contractors and service personnel will be issued an ID Badge to identify the apartment number where the contractor is authorized to be. If the contractor is found in any other location, they will be escorted off the property immediately.

9.12 No plumbing, electrical or other work requiring the use of a licensed contractor will be permitted by non- licensed persons/contractors.

9.13 Use of the elevators for the transportation of materials, tools or equipment for construction work will not be permitted before 9:00 am or after 4:00 pm nor at all on weekends and holidays. Owners are responsible for any damage to elevators caused by overloading or other abuse by movers or contractors. There are 2 Service Elevators in Alana Condominium and the pads must be in place at ALL times when in use. Oversized items must be brought in through the double doors on the west side of the building. All floors must have protection when entering through that area.

9.14 All floor coverings shall be pre-approved by the office and meet acoustical specifications documented in the Architectural Modification Package. Carpeting- wall to wall carpeting and area rugs shall have adequate under padding separate from the carpeting. Tile, Marble or Wood- all hard floor surfaces shall be under layered to meet Impact Insulation Ratings established by The Board and the City of Bay Harbor Island. Cement- Refinishing the original concrete slab which separates the units is not permissible. If you wish to have a polished cement floor, it will be necessary to apply a sound control underlay system over the concrete slab.

9.15 Notwithstanding anything to the contrary, there shall be no change to the exterior face of any patio, balcony, terrace, roof deck or lanai without the prior written approval of the Board. Additionally, any and all floor coverings and/or other improvements installed upon any Limited Common Element patio, balcony, terrace, roof deck and/or

lanai shall be consistent with the general appearance of the Condominium as initially constructed (unless the prior written consent of the Association is first obtained)

9.16 Any work to be done on TV or internet outlets or equipment in owner's unit other than interior walls shall be cleared through the office. Owners having such alterations made will be charged for any corrective work necessary to restore TV/internet reception to other owners.

9.17 Elective installation of new air conditioning units or new water heaters must be scheduled with Management for Monday through Thursday, 9:00am-4:00pm. This will ensure projects are completed prior to the weekend. Emergency installations are not affected.

9.18 Contractors cannot stage nor store any materials in the garages nor perform any construction or assembly activity in the garages. Contractors shall supply their own material handling equipment to move materials to your unit; they cannot use Association grocery or luggage carts. If they do so and the cart is damaged, your account will be charged the cost to replace the cart

10. LISTING AGENTS / UNIT MANAGERS / SERVICE PERSONNEL PROCEDURES

10.1 Owners must register all listing agents / unit managers / service personnel with the Management Office.

10.2 For listing agents and unit managers a copy of the executed agreement for the applicable Unit(s) must be provided to the Association.

10.3 The Listing Agent must notify Management and pre-register all individuals/authorized agents within the realty group that may from time to time be called on to show a Unit. Real Estate agents not on the approved list for a Unit will not be granted access.

10.4 *Realtor Fob/Key Policy:* If you will be showing your unit for lease or re-sale, you must provide a fob to your listing agent. Please note: listing agent will not be given access to the Building unless and until a copy of the brokerage agreement is submitted to the Management Office. **Only the listing agent specified by you will be given fob access.**

10.5 Owners are responsible for providing the Unit Fobs/keys/ Latch Access to the listing agent / unit managers / service personnel. Management staff will not hold Unit keys from Owners or open units.

10.6 Lock-boxes are not permitted on the Condominium Property.

10.7 Solicitation is not permitted in the premises at any time. No advertisement allowed in the building premises.

11. KEY/FOBS POLICY

11.1 The Association implements security protocols, which require an authorized FOB to access certain common elements for the security of all residents. New owners will receive one (1) fob per bedroom free of charge. Additional FOBS are available for purchase through management. All fobs must be programmed by the Manager.

11.2 FOBs remain the property of the Association who maintains full authority to add or remove access rights to the FOB based on the resident's current rights and obligations.

11.3 Only registered residents to whom the fob has been assigned is permitted to use the FOB the association reserves the right to deactivate any FOB found in the possession of someone other than the registered user. Residents shall report lost or stolen FOBS to the management office or front desk immediately. The replacement of a lost or stolen FOBs are available for purchase at the owner's expense at the management office.

11.4 Owners are encouraged to make private arrangements to provide key fobs to service personnel, family, assignees, employees, realtors, guests, or individuals of any

kind. The Association, the Management Office and Association personnel will not accept and hold key fobs for pick-up by third-parties.

11.5 In case of a unit door lock-out, the management office may assist during regular business hours for a fee. After hours, unit owner must contact an Association approved locksmith. It is the owners' responsibility to provide a copy of a current key to the unit as required by the Association's Declaration and Rules and Regulations.

11.6 FOBs issued to renters shall only function through the term of the approved lease agreement and must be returned at the end of the lease.

11.7 Mailbox cylinder replacement is also available at a cost of $60 and must be arranged when USPS is onsite. The service request form is available at the Front Desk and are handled in the order that they are received.

11.8 Buyer must obtain key fobs, mailbox keys and keys to storage unit (if applicable) from the seller at time of closing.

11.9 In the case of Units that are leased, the owner's access to the tower / amenities and garage will be deactivated for the length of the tenant's lease.

12. **Storage**

12.1 Storage units are limited, please see management office for further details.

12.2 Unauthorized items will be removed from storages units and disposed of at the expense of the owner. Management will not be liable for such loss and or expenses related to same.

12.3 No explosives or contaminates are allowed in storage, or common areas, or in any owner units at any time and are strictly prohibited.

12.4 Pets may not be kept in the storage unit.

12.5 Management and the Association will not be held liable for any damage, lost or stolen items.

12.6 Nothing is to be stored or kept outside or on top of the storage cage.

12.7 Resident is responsible for locking and securing their storage unit.

13. PARKING RULES

13.1 The Association is not responsible for any theft of any personal item that may occur on or around the property grounds. Please be sure your vehicles remain locked when parked, and that all other items are properly secure and safeguarded.

13.2 Report any suspicious activity to security a soon as possible.

13.3 Each Unit is assigned to a specific designated space referred to as a Limited Common Element of the Association. Use Caution when driving in the parking garage.

13.4 All vehicles are subject to size, length, height, weight, width, and tow capacity inspections to determine registration eligibility as it relates to the confines of the space, and overall safety conditions in the garage.

13.5 Each approved resident vehicle is required to be registered with the Association at the Management Office and the assigned Parking Decal must be placed on the left side of driver windshield by and in clear view at all times.

13.6 Resident and/or guest vehicles may not be parked at the entrance of the building and may be towed at the vehicle owner's expense.

13.7 Any vehicle deemed unauthorized for registration by the Board of Directors in accordance with the Association Documents, Rules & Regulations must be removed immediately upon notice thereof. If not removed from the premises, the vehicle will be booted and/or towed without further warning at the expense of the vehicle owner.

13.8 No explosives or contaminates are allowed in garage, parking spaces, common areas, or in any owner units at any time and are strictly prohibited.

13.9 NO GAS containers are to be kept in the garage at any time and will be removed without warning if left in parking spaces or elsewhere in the garage.

13.10 All vehicles with expired passes will be subject to booting or towing without further warning or notice.

13.11 Handicap parking spaces on Association property as well as within the garage must display a valid Handicap Placard, visible at all times, and display an Association issued decal.

13.12 No vehicles are permitted that are used primarily for commercial purposes, or vehicles with commercial writings on their exteriors other than Sheriff's Marshall's or police officer's vehicles marked as such.

13.13 No vehicle deemed a nuisance by the Board shall be permitted on the Property.

13.14 Motorcycle/Scooter must be registered to an assigned parking space and may not share a parking space with another vehicle. They are not permissible in the elevators.

13.15 No person shall park or store on any portion of The Common Areas; boats, trailers, jet-skis and trailers for same, panel trucks, buses, and recreational vehicles, RV's and motor homes.

13.16 All vehicles must display valid tags along with current vehicle registration decals issued by the DMV. Any vehicle with expired vehicle registration/expired tags will be booted and/or towed at the vehicle owner's expense.

13.17 No person shall store or keep in any portion of their assigned parking space ANY items other than their registered vehicle. Parking spaces are not permitted to be used as storage. No trash, strollers, car seats, mattresses, shopping carts, bikes, beach chairs, umbrellas, car covers, tires, surfboards, beach equipment, convertible tops, fitness equipment, or like items are strictly prohibited. Only passenger vehicles are permitted.

13.18 No trailer, camper, motor home, or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked on the Common Areas.

13.19 No Motor vehicle that cannot operate on its own power shall remain in The Properties for more than twenty-four (24) hours.

13.20 No person shall conduct major repairs (except in an emergency) or major restorations Common Areas.

13.21 Delivery vehicles have a designated location and under no circumstance shall block entry of egress or ingress from the garage entrance or front entrance to Main Lobby.

13.22 NO bicycles, motorcycles, scooters, mopeds, or any other gasoline, battery, or electric operated vehicles, vessels or transportation devises are permitted **inside** the building, elevators or units.

13.23 Electric Car Charging Stations - Residents must contact the management office for proper protocols, rules and restrictions. All users must download the applicable software. Fees may apply.

14. Guests

14.1 All guests, including non-resident family members must be registered at the front desk.

14.2 Any Guest's stay that exceed 3 consecutive nights shall be registered with the management office.

14.3 All guests are the responsibility of the unit owner and are required to abide to all of the resident rules and regulation of the associations.

Any violation of such rules may result in denial of entry in accordance with Section 718.303, Fla. Stat., as amended from time to time.

14.4 Guest Pets are not permitted on the property.

14.5 **All persons under the age of 17 must be accompanied by a parent or guardian Children are the direct responsibility of their parents or legal guardian, including full supervision of them while with the Properties and including full compliance of them with these Rules and Regulations and all other Rules and Regulations of the Association. Loud noises will not be tolerated.**

15. MISCELLANEOUS

15.1 The entrances, passages, vestibules, elevators, lobbies, halls, stairwells, 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; no carts, bicycles, carriages, chairs, tables or any other similar objects are permitted to be stored therein, except in locations designated for same by the condominium.

15.2 No small carpets, mats, shoes or any other belongings are permitted in hallways leading to the stairwells nor are they permitted outside your Unit door in the common area hallways. No décor is permitted in the residence hallways, exterior doors, unit doors, corridors or any common areas.

15.3 The personal property of Unit owners must be stored in their respective units or in assigned storage rooms, if any.

15.4 Employees of the Condominium Association are not to be sent out by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Condominium Association.

15.5 No resident nor guests, family, servants, employees, agents, visitors or licensees shall make or permit any disturbing noises in the building or on common areas nor permit any conduct by such persons that will interfere with the rights, comforts, or quiet enjoyment of other Unit Owners.

15.6 No Unit Owner shall play or permit to be played any musical instrument, nor radio, sound amplifier or other electronic equipment in his Unit in such a manner that is distributive or an annoyance to other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

15.7 No radio or television installation or other electronic equipment is permitted in any Unit which interferes with the television or radio reception of another unit.

15.8 No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Condominium Property, except signs used or approved by the Developer, and thereafter by the Condominium Association.

15.9 The Condominium Association may retain a Fob/key to all Residential Units. No Unit Owner shall alter any lock or install a new lock, without prior written consent of the Board of Directors. Where such consent is given, the Unit Owner shall provide the Condominium Association with an additional key.

15.10 Lessees may not request maintenance service work orders and maintenance work will not be performed in the unit without prior approval from the unit owner.

16. **Outside Decks/ Summer Kitchen**

The Association and Management are not responsible for any damaged, lost, stolen, misplaced items, accidents or injuries in the outside Decks, Summer Kitchen or any common area. USE BARBECUE GRILLS AT YOUR OWN RISK.

16.1 Summer Kitchen hours are 8 AM – 10 PM

16.2 Outside Kitchen and BBQ Grills must be reserved with management prior to use

16.3 Residents are responsible for damages caused indirectly or directly by themselves and/or their guests. Maximum capacity is 20 persons.

16.4 Smoking, glass or animals/pets are not permitted.

16.5 All barbecue areas must be cleaned after each use. Residents are prohibited from leaving cooked or uncooked foods .

16.6 Any misuse, damage, or malfunctioning of equipment must be reported to management immediately.

16.7 Countertops must be left clean and all personal items must be picked up. Any type of serve ware or food container left behind will be assumed trash.

16.8 All trash or garbage is to be placed in the proper receptacles. Residents must take any and all of their belongings and clean their area after each use.

16.9 Personal listening devices may be used with earpieces and/or headphones.

16.10 The outside decks are provided for your enjoyment, destructive or improper behavior will not be tolerated.

16.11 Keep flammable materials away from the deck and barbecue area.

17. Packages

The Association and Management are not responsible for any damaged, lost, stolen, misplaced packages, accidents or injuries that take place within the Package room. Residents are responsible for picking up their delivered packages at a timely manner.

17.1 Packages will only be accepted for residents and guest properly registered in Management's system.

17.2 The weight limit staff is authorized to assist residents with is 50 lbs.

17.3 Residents must make arrangements with shipper to deliver larger packages only when the resident is available to accept delivery directly to unit.

17.4 All furniture deliverers or deliveries requiring owner signature/inspection require notice and COI to management office prior to the delivery date. No deliveries will be permitted without proper notice or insurance on file.

17.5 Due to high volume of packages received daily and space limitations, management will hold packages for a maximum of seven (7) calendar days. On the 7th end of business day, all unclaimed packages will be returned to sender at the cost of the owner.

17.6 Residents must be present to receive any perishable medicines and/or food items from FedEx, Amazon, UPS, Grocery Deliveries and etc. The Association is not responsible for any perishable medicine or food items spoiling or expenses thereof.

17.7 Residents must utilize the packaging system The Association has in place if applicable. Management will not receive or sign for any parcels, deliveries or mail.

17.8 Residents will have to pick up packages after 4pm at the front desk until 11pm.

18. Bicycles/Devices

The Association and Management are not responsible nor liable for any damaged, lost, stolen, misplaced items, accidents or injuries that take place within the garage.

18.1 All bicycles must be registered with the Management office, all bicycles must display their bicycle decal assigned by management.

18.2 Bicycles not in compliance with regulations or left after resident moves will be confiscated and donated to charity at the owner's expense.

18.3 Bicycles may only be parked, kept or stored in the designated bike racks.

18.4 Bicycles may not be, chained, tied or locked to anything other than the bike racks. Chains and locks will be cut if they are found chained to any pipes, columns, air pump or anything other than the designated bike racks.

18.5 Bicycles are not permitted within the Lobby area and must enter or exit through the garage.

18.6 No bicycles are permitted on balconies.

18.7 Electric or battery powered bicycles are not allowed inside the building, elevators and units.

Every Owner or occupant shall comply with these rules and regulations as set forth herein, and all rules and regulations of the Alana Condominium Association, Inc., any and all rules and regulations which from time to time may be adopted by the Condominium Association, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Condominium Association, as amended from time to time, to the extent applicable.

Failure of an Owner, occupant, invitee, licensee, guest or tenant 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 condo, a fine or fines may be imposed on an Owner for failure of an Owner, his family, guest, invitees, tenants or employees, 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:

Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable written notice of not less than fourteen (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, By-Laws or rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.

Hearing: The non-compliance shall be presented to a Committee of other unit owners, who are neither Board members nor persons residing in a Board member's household, who shall hear reasons why penalties should not be imposed. The partly 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 no later than twenty-one (21) days after the meeting. If the committee does not agree with the fine, the fine may not be levied.

Penalties: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. At the time of the recordation of the Alana Condominium Declaration, the Act provides that no fine may exceed $100.00 per violation, or $1,000.00 in the aggregate.

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

Non-exclusive Remedy: These fines shall 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.

The undersigned agree to abide by all the Rules and Regulations of the Association as provided in the foregoing:

Signed by Owner	Print Name	Date

STATEMENT OF UNDERSTANDING AND ACCEPTANCE OF THE RULES AND REGULATIONS OF THE ASSOCIATION

I/ we have read and do understand the Rules and Regulations of the Association, and further that I/ we accept and will abide by them.
I/ we understand that the Board of Directors of the Association may promulgate new rules or change existing ones as they may deem necessary for the safe quiet enjoyment of all the residents of the Association.

ALANA CONDOMINIUM ASSOCIATION, INC.

Signed by Owner	Print Name	Date
Unit No.		Date