

## **AVANTI, A CONDOMINIUM**

### **INITIAL RULES AND REGULATIONS**

Under the condominium documents, the Board of Directors of AVANTI CONDOMINIUM ASSOCIATION, INC. has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of Rules and Regulations.

These Initial Rules and Regulations may be modified, added to or repealed at any time by the Board. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time, except for its approval of resales or leases. These Rules and Regulations and all others hereinafter promulgated shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see to it that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. Said Initial Rules and Regulations are as follows:

1. The sidewalk, entrances, passages, elevators, if applicable, vestibules, stairways, corridors, halls and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, bicycles, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored therein. Children shall not play or loiter in halls, stairways, elevators or other public areas. For security purposes, all doors leading from the building to the outside or from the garages into the elevator lobbies or stairways or the Condominium building shall be closed at all times and shall not be blocked open.

2. Exterior apartment doors must not be blocked or otherwise left open.

3. The personal property of all Unit Owners shall be stored within their Condominium Units or assigned storage areas.

4. No garbage cans, supplies or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors or balconies, or exposed on any part of the Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.

5. No Owner shall allow anything whatsoever to fall from the windows, balcony or doors of the premises; nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.

6. Refuse and bagged garbage shall be deposited only in the area provided therefor. In this regard, all refuse must be bagged in sealed garbage bags.

7. Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any purpose other than those for which they were constructed. Any

damages resulting from misuse of any of such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, invitee, servant, lessee or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.

8. Employees of the Association shall not be sent out of the building by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

9. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used, where applicable, on any terrace or balcony may be determined by the Board of Directors of the Association, and a Unit Owner shall not place or use any item, where applicable, upon any terrace or balcony without the approval of the Board of Directors of the Association.

10. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony walls, railings, ceilings or doors, shall not be painted, decorated or modified by a Unit Owner in any manner without the prior consent of the Association.

11. Nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door or balcony of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

12. No interior of a Condominium Unit shall be altered in any manner as such would have any effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or on any of the Common or Limited Common Elements without the prior written consent of the Association.

13. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing after 11:00 p.m of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

14. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit or Condominium Property by any Unit Owner or occupant without written permission of the Association.

15. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the building without the written consent of the Board of Directors of the Association. All window coverings must be such color as the Association determines in its sole discretion.

16. The Association may retain a pass-key to all Units. In lieu of a pass-key, the Association shall have a duplicate key. In the event the Unit Owner fails to supply either a pass-key or duplicate key, and entry into the Unit by the Association is permitted in accordance with the Declaration, Articles, By-Laws or these Regulations, the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or By-Laws of the Association. Entry will only be made after pre-arrangement with the respective Unit Owner or the occupant of the Condominium Unit. Nothing herein shall relieve the Association of its duty of ordinary care in carrying out its responsibilities, nor from its negligence or willful activities that caused damage to a Unit Owner's property.

17. Complaints regarding the service of the Condominium shall be made in writing to the Association.

18. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto or storage area, except such as are required for normal household use.

19. Payments of monthly assessments shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of such party as the Association shall designate. Payments of regular assessments are due on the first (1st) day of each month, and if such payments are ten (10) days or more late, they are subject to charges as provided in the Declaration of Condominium.

20. No bicycles, scooters, baby carriages, similar vehicles, toys or other personal articles shall be allowed to stand in any driveways, Common Elements or Limited Common Elements. None of the foregoing items shall be conducted in or from any Residential Condominium Unit.

21. The Residential Condominium Unit shall be used solely for purposes consistent with applicable zoning laws. No trade, business, profession or other type of commercial activity may be conducted in or from any Residential Condominium Unit.

22. A Unit Owner shall not permit or suffer anything to be done or kept in his Condominium Unit which will increase the insurance rates on his Unit, the Common Elements or any portion of the Condominium or which will obstruct or interfere with the rights of other Unit Owners of the Association.

23. Advance arrangements shall be made with the Association before moving furniture or bulky personal belongings in or out of the building.

24. Rugs, mats, etc. may not be placed outside the Condominium Unit entrance doors.

25. No solicitors are to be permitted on the Condominium Property at any time except by individual appointment with residents.

26. When in beach attire, all chairs and lounges must be covered with a towel before use.

27. Unit Owners are responsible for any damages to the Common Elements or Limited Common Elements caused by themselves, their family, guests, invitees, servants, lessees and persons who are on the Condominium Property because of such Unit Owner.

28. Food and beverages may not be consumed outside of a Unit, except in such areas as are designated by the Board of Directors of the Association.

29. Provisions in the nature of Rules and Regulations are specified in the Declaration of Condominium.

30. The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

31. Rules and Regulations as to the use of the recreational facilities shall be posted, and each Unit Owner, as well as his family, guests and invitees, shall observe all Rules and Regulations.

32. In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

33. No recreational vehicles, campers, boats, trailers, nonfunctioning vehicles, commercial vehicles or any vehicle with commercial markings will be allowed in the parking area and/or on the Condominium Property, except in a covered garage.

34. If tile is installed in any Unit above the first floor, there must be a sound proofing layer installed under the tile in a manner acceptable to the Association.

35. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by these with the Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

36. No more than two (2) pets (to be limited to domesticated dogs or cats, or one of each) may be kept in a Unit by a Unit Owner at any time. Any pet permitted shall only be allowed to remain in the Unit if such pet is permitted to be so kept by applicable laws and regulations and is not left unattended on balconies and/or any other portions of the Condominium Property. The total weight of all pets belonging to a Unit Owner shall not exceed seventy-five (75) pounds. Neither the Board of Directors nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing, and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately.

All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times not more than six (6) feet long when outside the Unit. Any landscaping or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefore. Pets shall only be walked or taken upon those portions of the Common Elements designated by the Association, if any, from time to time for such purposes. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium. Pets shall only be in the hallways of the building as a means of direct ingress or egress to and from its Owner's Unit and the exterior of the building. In addition to all other rights and remedies of the Association in the Condominium Documents, a violation of the provisions of this subsection shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. Fish or caged domestic (household type) birds may be kept in the Units subject to the provisions hereof. In no event shall any pit bulls or doberman pinschers be allowed. The Association has the right to make additional rules and regulations regarding pets.

37. Each Owner agrees that sound transmission in a multi-story building, such as the Condominium, is very difficult to control and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission. The Board of Directors has the authority to adopt rules and regulations regarding sound insulation within the Units, provided, however, such rules shall not apply to any Units owned by the Developer or to any modifications to Units made by the Developer.

38. The Board of Directors shall, from time to time, establish hurricane shutter specifications which comply with the applicable building code and establish permitted colors, styles and materials for hurricane shutters. The Association shall approve the installation or replacement of hurricane shutters conforming with the Board's specifications. The Board may, with the approval of a majority of voting interests in the Condominium, install hurricane shutters and may (without requiring approval of the membership) maintain, repair or replace such approved shutters, whether on or within the Common Elements, the Limited Common Elements, Units or Condominium Property; provided, however, that if laminated glass, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, is installed, the Board may not install hurricane shutters in accordance with this provision. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare his or her Unit prior to his or her departure by designating a responsible firm or individual to care for his or her Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage and furnish the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

To the extent that the Association determines to provide hurricane shutters for any portion of the Condominium Property, the Association shall be solely responsible for the installation of any hurricane shutters from time to time and the costs associated therewith shall be deemed a part of the Common Expenses of the Condominium that are included in the assessments payable by Unit Owners. The obligations of the Association assumed hereby shall include, without limitation,

development of appropriate plans to allow for the timely installation of the shutters and all obligations with respect to the repair, replacement and/or upgrade of the shutters. Developer shall have no obligations with respect to the installation of the shutters and/or for the repair, replacement and/or upgrade of the shutters.

39. No Owner shall make any additions, alterations or improvements to the Life Safety Systems and/or to any other portion of the Condominium Property which may alter or impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed whatsoever by any Unit Owner. No barrier, including, but not limited to, personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees the City may require that within a time certain all buildings (including the Condominium), regardless of age, will be required to install a sprinkler and other Life Safety Systems. The cost of any such installation, and subsequent maintenance, repair, replacement and operation of same (including without limitation, the costs of utilities serving same) shall be deemed Common Expenses. Further, an easement is hereby reserved throughout the Condominium Property (and each Unit) for the installation, maintenance, repair, replacement and operation of any such systems. The Association may, but shall not be obligated to, establish a reserve to cover such future costs.

40. The parking facilities shall be used in accordance with the regulations therefor adopted from time to time.

41. With respect to repairs or renovations within a Unit that are otherwise permitted hereunder, if a permit is required, the Unit Owner must obtain the permit and provide a copy of the permit to the Association prior to commencing any work. The Unit Owner must also provide proof of insurance to the Association naming the Association as an additional insured in such amount as the Association may reasonably require.