

**AVANTI, A CONDOMINIUM
AMENDED RULES AND REGULATIONS**

AMENDED September 13, 2023

*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These Initial Rules and Regulations may be modified, added to, or repealed at any time by the Board.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 and leases. These Rules and Regulations and all others herein after promulgated shall apply to and be binding upon all Unit Owners. The Unit Owners shall always 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 controls 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 or 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 always closed 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, therefore. In this regard, all refuse must be bagged in sealed garbage bags.
 - a. Bags of trash left in the breezeways or public areas or not properly deposited in the trash receptacles will be subject to a fee of \$25 per bag or item.
 - b. Large items that are dumped outside of the compactor such as furniture and appliances will be subject to a fee.

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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, or 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.
 - a. Any maintenance performed within the water closet requires notification of the Association prior to starting said activity. An employee of the Association may be present during the maintenance or provide instructions to assist in prevention of damage during the maintenance. The employee of the Association is available to provide guidance and information, however, the employee and the Association are in no way liable for damage resulting from said maintenance work.
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.
 - a. Unit Owners will be notified of such unapproved items in writing with the request to remove such items within a specified period. Repeated offenses or failure to remove the trash after notification may necessitate disciplinary action.
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.
 - a. Alteration of these exterior areas will be returned to an approved appearance at the expense of the Unit Owner responsible for the unapproved modification. If the Unit Owner fails to return the exterior areas to an approved appearance within the amount of time specified by the Association, the Association shall arrange and make the necessary modifications to be billed to and paid for by the Unit Owner.
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

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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 Owners shall play upon or suffer to be played upon 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 10:00 pm 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.
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.
 - a. For the purpose of this paragraph, all window coverings shall be white.
 - b. For the purpose of this paragraph, patio blinds shall be of bamboo color.
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 even 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, any contractor or worker 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 fulfilling its responsibilities, nor from its negligence or willful activities that caused damage to a Unit Owner's property.

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17. Complaints regarding the service of the Condominium shall be made in writing to the Association.
18. No flammable, 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 the monthly assessment shall be made at the office of the Association. Payment 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 later, 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, patios, balconies, 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 insurances 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 arrangement shall be made with the Association before moving furniture or bulky personal belongings in or out of the building.
24. A single doormat may be placed outside the Condominium Unit entrance doors. No other items may be placed outside of Unit door in the common breezeway.
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.

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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 posed, 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, laminate, or hard wood flooring in a manner acceptable to the Association. An IIC sound rating of 71 or higher and a STC sound rating of 66 or higher is required.
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 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 regards. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately.

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All pets (including cats) must be kept on a leash of length that affords reasonable control over the pet at all times not more than six (6) feet long when outside the Unit. Any landscaping and 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 the recreational facilities contained within the Condominium. Pets shall only be the in 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 no limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or 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.

- a. No animal of any kind shall be kept or allowed without prior written consent of the Board of Directors.
- b. Pet owners must complete a Pet Application & Registration and submit a copy of the pets Rabies Vaccination Certificate prior to occupying the condominium. Registrations must require a photo of said animal.
- c. A \$25 Pet Registration Fee is required.
- d. After the 1st notice of violation for a pet that has proven to be a nuisance and/or a danger to the community, The Covenant Committee will hold a hearing, noticed as per Florida Statute, if the Covenant Committee finds that the pet is a danger to the community or a nuisance, the pet owner will have 30 days to remove the pet from the premises.

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 to 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

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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 a 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 obligation 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. The developer shall have no obligations with respect to the installation of the shutters and/or for the repair, replacement and/or upgrade 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 exist 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, personality, 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 the same (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 for the 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

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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 therefore 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.
42. With respect to any Unit that becomes the property of the Association through foreclosure action, the Board of Directors shall apply the following policies:
- a. Upon transfer of title to the Association, the President or other officer shall direct Manager to examine and evaluate the condition of the Unit with a view to its safety and habitability.
 - b. If it is safe to do so, an electric/water services account will be opened and paid for by the Association so that the HVAC system can be used to prevent growth of mold and bacteria in the Unit while vacant.
 - c. The Board will decide on a case by case basis, taking into consideration the manager's recommendations, whether the Unit is i) suitable to be put on the rental market, ii) whether minimal repairs will make the Unit suitable as a rental unit or iii) whether the Unit is in such poor condition that the cost of repairs needed to make the Unit suitable for the rental market is not balanced by the expected return in rental income. If the latter, the Unit will remain vacant until title transfers to the foreclosing bank and a new owner.
 - d. If a Unit is to be rented the Board will enter into an agreement with a property management company that will handle the particulars of setting the rent amount, locating a suitable tenant, providing a lease, and acting as the Association's agent regarding the Unit.
 - e. If not rented, the Association will pay the monthly assessment for the Unit so long as it is owned by the Association.
43. Parking & Towing Policy
- a. Parking on grass or a landscaped area is NEVER allowed. Vehicles are subject to **immediate towing** and the vehicle owner will be responsible for any damage to the landscaping and/or irrigation.
 - b. EACH Unit is designated/assigned ONE parking space per Unit, which is a numbered space. Do not park in someone else's numbered space. You will be subject to **immediate towing**.
 - c. ALL residents must display a parking decal issued by the Association. You will be subject to **immediate towing** without the proper parking decal on your vehicle. Decals **must** be attached to the windshield or vehicle is subject to **immediate towing**.

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- d. Parking decals will only be issued **per registered vehicle** in the unit, **up to two (2) decals**. If additional decals are required, the Board must approve them. If the unit is leased out, residents requesting parking **MUST** be listed on the lease.
 - i. Replacement decals will cost \$25.00.
 - ii. New Owners will receive their first two decals for free.
 - e. Any vehicles that are inoperable, have flat tires, or that have expired, or missing license plates are subject to **immediate towing**. Any vehicles parked in handicapped spaces without a handicapped tag displayed are subject to **immediate towing**.
 - f. **NO OVERNIGHT PARKING OF THE FOLLOWING:** Trailers, commercial vehicles, boats, motor homes or any vehicles which bear any markings visible from outside. Any pick-up that extends beyond the boundaries of a parking space or overhangs the curb. Under no circumstances should a van or other vehicle be lived in overnight.
 - g. **Each unit will be issued one permanent visitor pass to be displayed on any visiting vehicles.** Guests **MUST** have a guest parking pass to park within the condominium. All vehicles parked will be monitored and vehicles parked long-term with a visitor pass are subject to be towed.
 - h. Entrance remotes can be purchased at a cost of \$75.00 each.
44. Gym/Pool Access will be granted to residents living within the Avanti Complex. If the pool rules are broken or any damage is done to either amenity, the Board of Directors will suspend amenity access for a period of thirty (30) days each occurrence. If there are continued disregard for the amenities and the rules, the Board will seek legal advice on permanently removing one's access.
- i. Replacement access fobs will be a cost of \$40.00.
 - ii. New Owners will receive their first fob for free.
45. Existing Rule 15.02 of the Declaration of Condominium for Avanti Condominiums states "The Board of Directors of the Association shall have the right to require that a substantially uniform form of the lease be used for the leasing of Units and copies of all lease agreements must be provided by the Unit Owner to the Board of Directors of the Association. In addition, no lease agreement for a Unit may be entered into for less than a six (6) month period, no transfer accommodations shall be provided, and no Unit may be leased more than two (2) times during each twelve (12) month period.
- a. In addition, prior to a new tenant moving into a unit, a New Tenant Registration Package must be completed and turned into the office at least five (5) days prior to move in date.
 - i. Package will include the following to be signed and returned:
 - 1. Current Lease showing all residents residing in the unit and lease term clearly specified.
 - 2. Landlord Tenant Certification Form
 - 3. Resident Information Form
 - 4. Pet Registration Form – if applicable
 - 5. Avanti Parking Application
 - a. Vehicle Registration & Driver License

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6. \$100 Lease Registration Fee