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REVISED RULES & REGULATIONS

INTRODUCTION

The following are the updated Rules and Regulations of the Plaza Del Prado Condominium Association, Inc. ("Association").

All Owners are required to comply with these Rules and Regulations and to ensure compliance by any occupants, tenants, guests and/or invitees of their Units. The Board shall have all legal remedies available under law, including, but not limited to, the right to impose fines, at the highest rate allowable by law, for each violation of these Rules and Regulations or any of the governing documents. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium and Condominium Property. Reference should be made to the governing documents.

AUGUST 2024

1. INSURANCE

- 1.1. Owners – Owners who desire to lease their units must maintain Homeowners Insurance covering at minimum \$300,000 for Personal Liability. Owners can contact the management office to confirm coverage amounts and any other information that must be shown in the Certificate of Insurance prior to Board approval of a prospective lease.
- 1.2. Tenants—All Tenants must have a Renters Insurance policy that includes Personal Liability insurance of a minimum of \$100,000 throughout the lease term. The Board will not approve lease renewals with expired Homeowners and/or Renters Insurance policies.
- 1.3. Watercraft – All watercraft owners using the Marina must carry Liability Insurance of a minimum of \$10,000.00.
- 1.4. The Association must be listed as additional insured for the foregoing policies.

2. RESPONSIBILITY AND SAFETY

- 2.1. No owner, occupant, tenant, invitee, or guest shall order, request, direct, supervise, or in any manner, attempt control over any employee of the Association, nor shall he/she send any employee, or employee of any vendor of material or services to the Association on personal errands or request him or her to perform any services.
- 2.2. All Owners must provide Management with a copy of a key to their Units and a new key to the Unit if the lock is changed. The Association has the right to retain a working set of keys/entry codes to all the Units and an irrevocable right to access a Unit providing reasonable notice, when necessary, for required maintenance, repair, or replacement of the Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or a Unit. When practicable, Management will coordinate with you to enter the Unit. For emergency situations where access to your Unit is required immediately, Management will retrieve the backup key to gain access or may undertake forced entry, if necessary. The unit owner will be responsible for all associated costs incurred by the Association necessitated by forced entry.
- 2.3. No Owner shall, upon reasonable notice, deny entry to their Unit to the Association or any person authorized by the Association to perform work necessary for the maintenance of the Common Elements or for emergency repairs. Access to the Unit may also be required for maintenance or repair of plumbing in the drop ceiling above the bathroom.
- 2.4. All owners, occupants, tenants, guests, and/or invitees cannot access areas marked “CLOSED” or bypass construction barriers or fences. All owners, occupants, tenants, guests, and/or invitees must observe and pay attention to all posted signs, whether temporary or permanent.
- 2.5. Emergency exits are only for use in emergency situations.

- 2.6. Crosswalks are only used during elevator outages or as the Board determines. Accessing them at any other time without Board approval is prohibited.
- 2.7. Blocking the crosswalk doors from either side of the doors is prohibited.
- 2.8. Access to the roof and any other secured areas located on Condominium Property, including electrical, mechanical, or any rooms/closets, is prohibited.
- 2.9. Pandemic / Other Health Alerts: Any time a public health advisory is issued by the authorities (Local/County/State/CDC, Department of Health), the Association/Management will enforce and mandate the guidelines recommended for public safety, which may include the use of PPP such as masks and other protective gear. When such advisories are in effect, the Board may implement further safety measures such as, but not limited to, restricting guest visitation. Owners, occupants, tenants, and/or their guests/invitees shall be required to comply with any such safety protocols.
- 2.10. A security service does not guarantee the safety of individuals or personal property on Condominium property. If you have an emergency, call 911 prior to calling security.

3. RESIDENTIAL UNITS

- 3.1. Each apartment unit shall be occupied as a single-family residence. Sub-leasing and short-term rentals are prohibited. This includes Airbnb and similar. No rooms may be rented. All leases are subject to prior approval by the Board. No lease term shall be approved if the lease term is less than 181 days or more than 12 months.
- 3.2. No permanent or semi-permanent form of enclosures shall be installed or constructed on any balcony.
- 3.3. Social Gatherings inside Units: Residents, of course, may have social gatherings or parties within their Units with invited guests. Owners must ensure compliance with all fire and building codes. Nuisance of any type or kind affecting the quiet enjoyment of other residents or neighbors shall NOT be permitted on the Condominium Property.
- 3.4. Smoking & Marijuana Use: No smoking and/or vaping is permitted within any interior or enclosed areas of the Common Elements. Smoking within units or limited Common Elements (balconies) shall not be permitted to become a nuisance to other residents or neighbors escape of smoke from the applicable unit to adjacent or surrounding units and Common Elements.
- 3.5. Plumbing control valves are located inside the units that either specifically control the water shutoff to the kitchen or bathroom(s) or are associated with the building riser lines. Under no circumstances, knowingly or unknowingly, can the owner conceal or block these valves behind drywall or any other type of finish. Owners shall ensure that all such valves have an access panel that is easily accessible.

- 3.6. Water Leaks: Residents shall notify Management immediately upon discovering any leaks and/or water intrusion to document and review the incident. Owners who fail to address the leak or repair the source of the leak for which they are responsible in a reasonable time will be considered negligent, and the Association will take all available legal action against the owner.
- 3.7. Unit Renovations / Remodeling / Handyman Services / Painting / Maintenance: These services require an application and approval process before work is undertaken.
- 3.8. Pest Control Service is mandatory, and all condominium units must receive it at least once a year without requesting it. The resident(s) will be notified of the service schedule. In the absence of acknowledgment or presence of the resident in the unit, the management will facilitate security-supervised access to the unit by using the copy of the unit key retained by the Association.

Nuisance Control

- 3.9 No smoking or vaping is allowed anywhere in the common interior elements of the condominium property or on the open common element areas other than a posted designated area.
- 3.10 Smoking, vaping, or using any smoke or smell-emitting device or substance that encroaches on Common Elements, such as hallways, stairwells, or neighboring units, is prohibited.
- 3.11 Sounds from music devices, speakers, musical instruments, or loud conversations that can be heard from anywhere outside the unit and may disturb the peace and quiet enjoyment of others are prohibited and considered a nuisance.
- 3.12 Horseplay or any personal activity, such as playing with pets, riding bicycles, skateboards, or rollerblades, is not allowed in the hallways or any other Common Elements other than recreational areas suitably designated for such activities.
- 3.13 Feeding birds by leaving food or seeds to attract them to your balcony or any other building area is prohibited. Bird excrement is a nuisance, unsightly, and possibly a health hazard.
- 3.14 Do not leave food on the common elements for any animals, including but not limited to, stray cats. It is unwelcome and attracts other disease-carrying animals to the property.

4. INTERIOR HALLS

- 4.1. No obstruction, including, but not limited to, any mat, rug, plant, bicycle, water bottles, food/grocery deliveries, umbrella stands, shoes or shoe racks, shelving units, sculpture, or item of furniture, shall be stored/kept in the hallways of the building, as such items cause a hindrance or impede the means of egress from the unit.
- 4.2. It is prohibited to affix or display anything on hallway walls. No signs, including realtor solicitations, can be displayed anywhere in the common elements.
- 4.3. It is prohibited to affix or display anything on the exterior of Unit doors or door jambs, except to the extent such right is protected by applicable law.
- 4.4. It is prohibited to paint the exterior side of the unit entry door, alter the appearance of the door lock or lock plate, or, in any other way, alter the uniform appearance of the unit entry door without Board approval. For smart lock installations, contact the management office for review and approval before purchasing the lock/device.
- 4.5. Unit Owners shall be responsible for all damage to hallway walls, ceilings, floors, carpets, or other common elements caused by them or any occupants, tenants, guests and/or invitees.
- 4.6. All doors between apartments and interior hallways shall be kept closed except when being used for egress or ingress.
- 4.7. No resident shall permit any use of his/her apartment or use of the common elements in a manner resulting in an increased insurance cost to the condominium. No flammable, combustible, or explosive fluids, chemicals, or substances, except as necessary for household operation, may be kept on the premises.
- 4.8. No Open flame grills for cooking or BBQ are allowed on the balconies/terraces.
- 4.9. Nothing may be draped, hung, or affixed on the walls and/or balconies and the railings of the apartment terraces and/or balconies, including, but not limited to, plastic bags or laundry. Cleaning or brushing mops, rugs, etc., on terraces or balconies or in hallways is prohibited. Nothing shall be thrown off a balcony or terrace, including but not limited to cigarette butts and wash water.
- 4.10. Balconies and terraces are not storage areas. Nothing placed on the balcony shall be visible above the balcony railing line. The balcony slab/flooring has a limited load-bearing capacity and shall not be overloaded with heavy planters and furniture. Nothing shall be attached to the walls, flooring, ceiling, or railings in anchoring, drilling, nailing, or any other form of breaching the finishes or piercing the exterior surface of the building. The exterior finishes of the building, including all balconies and terraces, shall not be painted or altered in any form or shape.
- 4.11. Balcony Flooring: Any balcony /terrace flooring modifications to a waterproof concrete finish shall be approved by the Board. A top layer of any Board-approved monolithic finishing layer application may be allowed for a decorative finish. No other flooring and/or finishes, such as tiles,

decking, turf, or similar covering, are permitted on balconies and/or terraces. Units with existing tile finishes prior to July 1st, 2024, may remain installed and shall be properly maintained until the end of their useful life or unless removal is required for maintenance of the Common Elements. After such time, if the owner decides to remove the tiles, any new finishing and/or floor treatment must be a waterproof concrete finish, as no other flooring will be approved by the Board.

- 4.12. Any balcony item that cannot be quickly removed and taken inside the unit on short notice is not allowed to be placed in the balcony. No irrigation system is allowed to be set up on the balconies/terraces.
- 4.13. Washer/Dryer units or food waste disposers are not permitted to be installed /operated in condominium units. Washer /Dryer units are provided in the laundry room closets on every residential floor of the condominium for the residents to use.
- 4.14. To maintain the cleanliness of the buildings and grounds, littering is not permitted. This includes food wrappers, cigarette butts, and pet waste. Leaving garbage in the hallways is prohibited. Clean up after yourself and let us keep Del Prado beautiful.

5. CONDOMINIUM SECURITY- KEY FOBS & TRANSPONDERS

The condominium has a control access system for the registered residents and all authorized building personnel. Intercom-requested access is meant for security-cleared guests, visitors, and contractors as a temporary provision. Security and/or the Front Desk employees are not required to allow access through the intercom. Residents who do not have their FOBS may be asked to go through the Rotunda for access. FOBS and Vehicle Transponders are issued and entrusted to the registered residents of the building. Guests, contractors, and realtors are not permitted to use resident's fob.

- 5.1. Only Unit Owners may purchase key fobs from the Management Office for a fee to be determined by the Board. Malfunctioning key fobs will be replaced free of charge. Key fobs that are lost, stolen, irretrievable, or damaged shall be replaced for a fee. Management will deactivate key fobs that are improperly used.
- 5.2. One (1) key fob shall be activated for each registered Resident of a Unit. The Board may approve up to two additional key fobs per Unit for approved occupants and/or tenants. Additional key fobs shall not be provided to Unit Owners or Residents who are delinquent in paying maintenance fees, fines, or other charges.
- 5.3. Individuals must notify the Management Office if a key fob has been lost or stolen. Unit Owners unable to retrieve active key fobs from prior tenants must immediately notify Management.
- 5.4. The entrance to the condominium property has a controlled access, secured lane for condominium residents that works with the use of a Transponder sticker. Transponders are only issued to owners, approved occupants, and/or approved tenants. The transponder stickers are non-transferable, and once applied, they cannot be peeled for re-use.

- 5.5. The maximum number of adult (18 and over) occupants permitted to occupy a unit are as follows:
Two people per bedroom as the unit is originally designed and one additional person for the units originally designated “convertible” (the 02 lines).
- 5.6. Residents are not permitted to open the gates to let in their guests, visitors, or invitees. All guests, visitors, and invitees must be properly registered at the front desk or must be escorted by the unit owner through the front desk.

6. SALE OR LEASE OF UNITS; GUESTS & OCCUPANCY

- 6.1. Units shall not be leased for the first twelve months of ownership. In the event title to the Unit is acquired with a tenant in possession under a previously approved lease, the lease may continue for the duration of the existing approved lease term, provided the Unit is continuously occupied by the same approved tenant(s). Upon the termination of such lease, if the Board has determined that the tenant(s) abided by the rules and restrictions during such tenancy, the tenant(s) shall be permitted to renew the term of the lease. If the Board determines that such tenant(s) violated any rules and/or regulations or covenants and restrictions during such tenancy, no renewal of the lease will be permitted. Following the expiration of the lease or any renewed lease term, the Unit shall not be leased for the next twelve (12) month period.
- 6.2. Frequency and Duration. Units may only be rented once per twelve months. The length of the rental may not be less than one hundred and eighty-one (181) days or more than twelve (12) months. Sub-leasing is not allowed.
- 6.3. Once the association has all the requested documentation, the Board has up to 30 days to review and approve an application. Do not schedule a move-in until the owner or lessee has received formal written approval and completed the orientation process, where the tenant will receive a key fob, parking decal, etc. Be patient, make your orientation appointment, and be on time.
- 6.4. No lockboxes can be placed on the unit doors, hallways, stairwells, or affixed anywhere else on the condominium property. If a lockbox is found anywhere on the property other than in the Rotunda, as explained below, the association will remove the device. Any such lockbox will be available for recovery for 15 days from the office, after which it will be presumed abandoned and discarded. Notwithstanding the foregoing, lockboxes may be kept in the Rotunda as outlined in “Rules for real estate agents” below.
- 6.5. At the end of the lease term, the tenant information in the management system, including FOBS and Vehicle Transponders, is automatically deactivated. The tenant is unauthorized without renewal approved by the Board. To avoid inconvenience, it is incumbent on the Lessor and the Lessee to provide the management office with the lease renewal documentation thirty days before the expiration of the lease.

- 6.6. Leasing an apartment will not release or discharge the owner of compliance with any of his/her obligations and duties as an apartment owner. Dual usage by a unit owner and a tenant of association property and common elements otherwise readily available for unit owners is prohibited.
- 6.7. All provisions of the Declaration of Condominium, The Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association pertaining to use, and occupancy shall be applicable and enforceable against any person occupying an apartment unit.
- 6.8. All persons 18 years of age and older who intend to occupy a unit will be subject to a background check.
- 6.9. Unit owners/renters may make a contract with other unit owners for the temporary use of their space. All such agreements must be presented to the association for validity verification and will be only valid for vehicles that have been issued a vehicle registration decal and transponder. All vehicles parked improperly or in the space assigned to another unit may be ticketed, wheel-booted, or towed with authorization from the management or at the request of the resident in control of that parking space. Anyone renting a parking space out will have their RFID disabled until the end of the rental agreement and will not be allowed to park their vehicle on the property.
- 6.10. Homeowners Insurance – To ensure adequate protection and coverage for incidents that involve leak/flooding between units, and other perils, where the association is not responsible for damages and repairs. Only Homeowners insurance can protect the owners from financial risks and liability exposure. The Association recommends carrying and maintaining Homeowners Insurance covering at minimum \$300,000 for Personal Liability. No lease application will be approved without proof of such homeowner's insurance. Homeowners Insurance must name the Association as the additional insured.
- 6.11. Renters Insurance for Tenants—Renters Insurance is required from all tenants. The Insurance must include Personal Liability of a minimum of \$100,000 as required by the condominium and be maintained throughout the term of the lease. The condominium will not allow lease renewals with expired Homeowners and Renters Insurance.

7. GUEST OCCUPANCY:

- 7.1 No Unit may be occupied in the absence of the Owner(s) or approved lessee(s) of the Unit by any individual other than the members of the Owner(s)' or approved lessee(s)' Immediate Family or other occupant(s) who were approved with the Owner(s) or approved lessee(s) at the time of the submission of the original application of sale, lease or conveyance (i.e., guest(s)/additional occupant(s)), for more than thirty (30) days in a twelve (12) month period, in the aggregate, except as otherwise set forth below. This thirty (30) day aggregate period is cumulative to all occupants of the Unit and not per individual occupant. Therefore, once a Unit has been occupied by guests/additional occupants in the absence of the Owner(s) or approved lessee(s) for a total of thirty (30) days in a twelve (12) month calendar period, in the aggregate, the Unit may no longer be occupied by any guest/additional occupant in the absence of the Owner(s) or approved lessee(s), except as expressly provided below. For purposes of this Guest Occupancy Section of the

Rules and Regulations, "Immediate Family Member" is defined as the parents, children, siblings, grandparents, or grandchildren of the Unit Owner(s) or the Unit Owner(s)' spouse/domestic partner.

- 7.2 Notwithstanding the foregoing, a Unit Owner(s) or approved lessee(s) may, from time to time, permit his/her/their Immediate Family Member(s) to occupy the Unit in his/her/their absence for any period of time, provided the Board is given prior written notice of such occupancy. Should any Immediate Family Member(s) occupy the Apartment Unit in the absence of the Unit Owner(s) or approved lessee(s) for more than thirty (30) days in a twelve (12) month period, in the aggregate, such individual(s) shall then be considered a lessee(s) for the purposes of having to undergo the lease approval process set forth in the Declaration and requiring the written approval of the Board for continued occupancy.
- 7.3 The occupancy of a Unit with the Unit Owner(s) or approved lessee(s) in residence by any individual other than the members of the Owner(s)' or approved lessee(s)' Immediate Family or other occupant(s) who were approved with the Owner(s) or approved lessee(s) at the time of the submission of the original application of sale, lease or conveyance (i.e., guest(s)/additional occupant(s)), is limited to a total of sixty (60) days in a twelve (12) month period, in the aggregate. Any such individual who continues to occupy the Unit with the Owner(s) or approved lessee(s) in residence for more than the sixty (60) days in a twelve (12) month period, in the aggregate, shall be considered a lessee for the purposes of having to undergo to the lease approval process set forth in the Declaration and requiring the written approval of the Board for continued occupancy.
- 7.4 All guests/additional occupants of Units, as described above, regardless of their length of stay at the Condominium, must be registered with the Association prior to their arrival. The Board may adopt additional rules and regulations from time to time, including, without limitation, regarding registration and advance notice requirements for guests/additional occupants.

8. MOVING

- 8.1. The resident must have the vendor, moving, or delivery company provide a certificate of insurance, worker compensation, and business license.
- 8.2. Upon moving from a residential unit, the Resident vacating the premises shall surrender all the common element access keys and/or fobs to the purchaser's representative or to the Owner if a tenant vacates. Purchasers or tenants acquiring a residential unit must register with the Management Office before moving in. At this time, all the registered common element keys and/or fobs will be activated.
- 8.3. No Owner/Resident shall move furniture and equipment from one floor to another or in or out of the building except by the elevator and only after proper elevator wall protection has been affixed by advance arrangement through the Management Office for a predetermined time and date. No moving of furniture after 5:00 pm.
- 8.4. All furniture must be taken directly from the elevator to the unit or from the unit to the elevator, as applicable. Nothing shall be placed or left, even temporarily, in the hallway or any other common

element. Owners / Residents must dispose of any large items or items considered bulk pick up themselves, or if arrangements are made with the office, the association may assess a fee for the disposal of large items. Large items and/or trash shall not be placed near or by the dumpster.

- 8.5. Where damage to the elevator or any part of the Common Elements has been caused by the movers or by the movement of furniture and equipment into or out of a unit, the person and/or the Owner or Renter of the unit shall be responsible to the Association for the cost of repairing such damage.

9. MOVE IN/ MOVE OUT – ELEVATOR USE

- 9.1. All residents moving furniture, appliances, and similar items in or out of the building shall notify the office for a reservation for the elevator. The office will organize having the elevator and hallway floors covered for protection.
- 9.2. A move-in/move-out deposit of an amount determined by the Board is required 48 hours in advance and paid in full before delivery or move-in/move-out. The deposit should be made out payable via a separate check to Plaza Del Prado Condominium Association.
- 9.3. Deliveries and move-in/out hours are from Monday thru Fri from 9:00 AM-4:00 PM
- 9.4. Move-in and/or move-out must be scheduled at least 3 days in advance.
- 9.5. All furniture, appliance or large item deliveries must be scheduled within at least 48 hours' notice.
- 9.6. No more than one vehicle per move or delivery per unit is permitted.
- 9.7. Five items of furniture or more will be considered as a move.

10. OWNERS AND TENANTS

- 10.1. Thirty (30) days before the end of a lease of a unit, the Owner shall notify the Property Manager in writing if the Owner desires to offer the unit for rent or lease again.
- 10.2. All tenants are subject to an application process and must be approved prior to moving in.
- 10.3. Upon entering the lease of a unit, the Owner shall provide the tenant with a copy of the Governing Documents, the Owner's new address to the Property Manager, and such other information as the Board of Directors may from time to time require. The tenant must sign a form stating they have read, understood, and agreed to abide by the governing documents and Rules and Regulations of the Association.
- 10.4. Whenever a Tenant moves out, all the electronic access keys, fobs, and transponders will be deactivated.

11. RULES FOR REAL ESTATE AGENTS

- 11.1. Owners must register all listing/real estate agents with the management office. A copy will be forwarded to front desk security.
- 11.2. Upon arrival, the agent and any prospective purchasers or lessees must sign in with the Security Desk in the Rotunda. The agent is responsible for providing access to the unit. Members of the Board, Management or Security will not open the unit.
- 11.3. ALL AGENTS MUST PROVIDE COPY OF PHOTO ID AND BUSINESS CARD every time they come to the building in order TO GAIN ACCESS TO A PROPERTY. **NO EXCEPTIONS!**
- 11.4. An agent must identify all visitors and accompany all clients.
- 11.5. Realtor Showings of units are reserved for 8:30 am-7:00 pm.
- 11.6. Lock boxes will be held in the Rotunda. The front desk will provide the agent with ID access and log the time and date the key was taken and returned.

12. VISITORS AND GUESTS

- 12.1. Visitors and Guests may only use the Amenities, which include the swimming pool(s), pool decks, spa, barbecues, tennis court, fitness center, social rooms, and entertainment rooms on Condominium Property when accompanied by the hosting Owner, Occupant and/or Approved Tenant.
- 12.2. The occupancy of a Condominium Unit by any individual other than the Owner(s), any lessee(s) under an approved lease, or the members of the Owner(s)' or approved lessee(s)' family who were approved to reside in the Condominium Unit with the Owner or approved lessee at the time of the submission of the original application for sale, lease or conveyance, is limited to a total of thirty (30) days in a twelve (12) month period, in the aggregate. Any individual who remains in the Condominium Unit for more than such thirty (30) days shall be considered a lessee of the Condominium Unit, regardless of the absence or presence of the owner or approved lessee in the Unit or whether any consideration is paid to the owner for such occupancy. Such individuals shall be subject to the approval process set forth in the Declaration.
- 12.3. Notwithstanding the foregoing in Rule 11.3, an Owner may from time to time permit their Immediate Family Member(s) to occupy the Unit without the prior written approval of the Board for periods not to exceed sixty (60) days in any twelve (12) month period, in the aggregate, provided the Board is given prior written notice of any and all such occupancy. However, any Immediate Family Member(s) who remains in the Unit for more than sixty (60) days shall be considered a lessee of the Unit, regardless of the absence or presence of the Owner in the Unit or whether any consideration is paid for such occupancy. Such an individual shall then be subject to the lease approval process set forth in the Declaration. For purposes of this paragraph, "Immediate Family

Member" is defined as the parents, children, siblings, grandparents, or grandchildren of the Unit Owner(s) or the spouse/domestic partner of the Owner(s). The foregoing Immediate Family Member exception shall not apply to any additional occupant of a lessee and any such additional occupant, regardless of his/her/their relationship to the lessee, who wishes to occupy the Unit beyond the permitted thirty (30) days in a twelve (12) month period, in the aggregate, shall be subject to the lease approval process and must obtain the written approval of the Board as provided above for continued occupancy of the Unit.

- 12.4. Any Guest occupying a Unit in the Resident's absence shall be registered in the manner specified by Management at least one (2) business days before the Guest's arrival. Until a visitor or guest is registered with the office/Management, they shall not be permitted to make reservations for using any facility requiring reservations, such as the tennis court, adult and children's rooms, and BBQ. They shall not be issued a temporary tag, transponder, or fob until registered. See the office for current costs and/or deposits of these items for visitors or guests.
- 12.5. Delinquent Unit Owners or residents pending a fine or damage settlement with the Association may be subject to further review for approval.
- 12.6. The unit owner must register any visitor(s) or guest(s) who stay over or occupy a unit for 14 days in any thirty-day period.
- 12.7. Guests/Visitors may not register or approve the stay of additional guests.
- 12.8. The Association has the right to cancel a guest's authorization at any time if the guest violates any of the condominium rules and regulations or behaves unruly.
- 12.9. Guests who plan to park a vehicle on the Condominium Property must first check with the management office and register the vehicle. The Association does not guarantee a parking space for visiting guest/visitor vehicles. If possible, Management may issue a temporary Guest Parking Permit to park in the resident's parking space. If the Association has any parking spaces to lease, registered guests can lease a parking space for a fee as determined by the Board.
- 12.10. All visitors' vehicles must be registered with Security/Concierge and obtain a parking pass during the day or overnight. Parking space is not guaranteed. The Security Guard will provide directions on where to park.
- 12.11. Visitor parking is restricted to private passenger automobiles, station wagons, minivans, or SUVs. Commercial vehicles shall not be permitted to park on condominium property except on a temporary basis for deliveries, loading, and/or unloading.

13. PETS

- 13.1 No Resident may maintain pets other than fish or birds in a unit, and no more than two (2) household domesticated pets in his/her unit weighing no more than 25 lbs. when fully grown. For this provision, a "domesticated pet" shall include only dogs and cats. No pets that have been determined by the Board

to be a nuisance or a threat to persons or property shall be permitted to reside in a Unit.

- 13.2 The restrictions are not intended to apply to assistance animals (also read the section on SA & ESA further in this document), and any request for reasonable accommodation to these pet restrictions shall be addressed as required by the Federal and Florida Fair Housing Acts.
- 13.3 No pets are allowed to urinate or defecate on Unit balconies or in Common Elements, including landscaped areas, except any area on the property that is designated for dog walk and leisure. Any nuisance of smell, defecation, or destruction of property caused anywhere on the common or limited common property, including any designated dog walk and leisure area, will be considered a violation. The pet owner will be responsible for any necessary cleaning and sanitizing costs.
- 13.4 If a pet soils a Common Area (including those inside, outside, and in the parking garage), the responsible Resident or Guest shall immediately clean the affected area. The individual may seek cleaning supplies from the front desk or one of the Common Element restrooms and should notify building personnel if such an accident occurs in an elevator. Any such accident not fully cleaned within five (5) minutes will constitute a violation. The responsible resident may be subject to a cleaning fee.
- 13.5 Pets must remain on a short leash or restraint anywhere on the condominium property, not exceeding six (6) feet of leash extension in Common Elements. All pets must always remain under handlers' control and restraint while on the common elements. Pet collars must display a current license and rabies tag for the animal.
- 13.6 Upon move-in or upon acquisition of a cat or dog, the owner must register the animal with the Management Office. A photograph of each animal must be provided as part of this registration process, along with proof of current license or tags.
- 13.7 Pet Registration (Dogs) requires a one-time registration fee of \$100 per dog, and an annual recurring fee of \$50/per dog. The management office must be provided with up-to-date pet vaccine records and county registration proof. The management will issue a dog tag as registration identification, which can be attached to the dog collar or leash.
- 13.8 Any Visiting pets staying more than fourteen (14) days on condominium property must be registered with the Management Office; such registration shall occur in conjunction with the Guest registration process specified above if the animal belongs to a Guest.
- 13.9 Pets shall not be left unattended on balconies or be trained to urinate or defecate there.
- 13.10 Pets shall not be allowed to disturb the quiet enjoyment of other residents; in this respect, prolonged barking may be considered a violation.
- 13.11 No contractor, tradesman, or delivery person may bring a pet on the premises.
- 13.12 The pet owner shall be responsible for any and all damages caused by their pet to any portion of the common elements or Condominium property and the person or property of other owners, residents, or renters and agrees to indemnify and hold harmless the Association, its Members, Directors, officers and/or agents from any loss, claim or liability of any kind or character arising by reason of, or related to,

maintaining the animal(s) within the unit and/or on Condominium property.

13.13 When a pet defecates or soils in any way on the property, the Owner shall immediately clean up the area, deposit the waste in a waterproof bag, and deposit the bag in the appropriate trash collection container. Should the Owner not clean up the area, the Building Staff may clean it up at a cost of \$100.00 per instance, and the cost of cleanup shall be billed to the Owner.

13.14 Pets shall not bred or used commercially.

14. SERVICE / EMOTIONAL SUPPORT ANIMALS & REASONABLE ACCOMMODATION

ASSISTANCE/EMOTIONAL SUPPORT ANIMAL RULES AND REGULATIONS

All assistance/emotional support animals must always be contained within the unit unless it is on a controlled leash no longer than six (6) feet long. All solid waste or droppings from the assistance/emotional support animal must be placed in a sealed plastic bag and disposed of in designated receptacles. Equally, the owner of the assistance/emotional support animal shall promptly clean up any urine or other liquids from the Condominium Property and/or Common Elements due to the presence of the assistance/emotional support animal. The owner of the assistance/emotional support animal will be required to have the assistance/emotional support animal regularly inoculated against rabies and any other diseases required by law or ordinance. Proof of current valid licensure, if required by any governmental agencies and inoculation by a duly qualified and licensed veterinarian must be provided to the Association and it is the owner's responsibility to provide such current information, to the Association.

Notwithstanding the approval of the requested accommodation for the assistance/emotional support animal, the Association reserves the right to withdraw this approval at any time should the assistance/emotional support animal become a nuisance to others, which includes, but is not limited to: barking, biting, aggressive behavior, attacking, owner's failure to properly dispose of waste and excrement, walking the dog to relieve itself in prohibited areas, failure to comply with all state and local ordinances and statutes, not maintaining the dog on a leash at all times when outside the unit, insect/extermination problems, sanitation/odor problems.

In addition to the foregoing, the individual seeking the reasonable accommodation through the availability of an assistance/emotional support animal must abide by the following:

14.1 Written acknowledgment and execution of the terms of the reasonable accommodation/modification policy.

14.2 The party requesting the accommodation, and the owner shall be responsible for all damages caused by their assistance/emotional support animal(s) to any portion of the elements or Condominium property and to the person or property of other owners, residents, or renters.

Registration and various Rules/Regulations:

14.3 Assistance/emotional support animal shall be limited to a single animal and no additional assistance/emotional support animal shall be permitted for a reasonable accommodation unless the need for that additional animal (and/or extenuating circumstances) can be documented by a treating health professional or verifiable third-party source.

14.4 Prior to the placement of any assistance/emotional support animal at the Condominium, the requesting party is asked to complete and execute the Board Policy and Procedure document, the Registration form, as well as other components of the registration process, which shall include, but not limited to, submitting the following:

14.5 Recent photograph of the animal.

14.6 Statement from veterinarian of current health certificate and evidence of all necessary vaccinations.

14.7 All applicable city and county licensing.

Care and maintenance of assistance/emotional support animal.

14.8 Assistance/Emotional Support Animal may not be tethered or left on balcony unaccompanied by owner/renter.

14.9 At all times in the building, the walker of the assistance/emotional support animal shall keep such animal confined to the walker's side until the animal is excited from the building.

14.10 All proper grooming for the assistance/emotional support animal should be performed within the unit and/or outside of the Condominium Property, on a frequent and regular basis, to minimize dog dander, or hair from being airborne in common elements.

14.11 Unless the information from the health professional or other verifiable 3rd party source demonstrates a need for the animal to be present in the following areas, or other extenuating circumstances can be documented by a health professional or other verifiable 3rd party source, all assistance/emotional support animals are prohibited from the following areas for reasons of safety and hygiene:

- (a) Pool
- (b) Jacuzzi or Sauna.

14.12 At all times on the property, the unit owner or resident, when accompanied by an assistance or emotional support animal, is requested to have plastic bags and paper towels to address animal discharge.

- (a) Discharge must be immediately addressed by removal, bagging, sealing the bag, and disposal in an appropriate receptacle.
- (b) Assistance/Emotional Support Animal fecal matter produced within the unit must be appropriately bagged, sealed, and disposed of in trash chutes. This also applies to animal pads and diapers.

14.13 Best efforts should always be made to ensure that the Assistance/Emotional Support Animal is only walked to relieve itself in the designated areas.

- 14.14 Animals that carry scent glands for defense or are poisonous may not be used as support animals. Snakes, Insects, spiders, ants, and the like may not be used as support animals.

15. POLICY AND PROCEDURE FOR DISABLED OWNER OR RESIDENT TO REQUEST REASONABLE ACCOMMODATION

Background: Under the Federal and State Fair Housing Laws, an owner or resident who is disabled may request reasonable accommodation(s) to the Association's rules, policies, practices, or services when such accommodation(s) may be necessary because of his/her disability. A "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

Objective: To establish policies and procedures for meeting the requirements of applicable state and federal law relating to disabled individuals.

Policy: The policy of the Board of Directors of Plaza Del Prado Condominium Association, Inc. is to make every attempt to provide reasonable accommodations to disabled residents in accordance with applicable State and Federal law.

15.1. PROCEDURE

- a) Submittal of Request: A disabled owner or resident should complete the Association's: (a) Request for Reasonable Accommodation; and provide completed copies of the (b) Statement of Health Professional (or a letter from a qualified medical or service provider may be submitted); (c) Policy and Procedure for Disabled Owner or Resident to Request Reasonable Accommodation; and (d) Assistance/Emotional Support Animal Registration forms. The completed forms should be delivered or mailed to the Association or delivered to the Board of Directors. The Association will consider all requests for reasonable accommodation no matter how the request is made; however, use of the supplied forms will assist in expediting the process. The Board will acknowledge receipt of a request and engage in initial discussions within seven (7) business days of receipt of a request.
- b) Procedure for Reviewing a Request for Reasonable Accommodation: Upon receipt of the requested forms (or information supplied) for a disabled owner or resident's request for a reasonable accommodation(s) to the Association's rules, policies, practices, or services, the request forms will be reviewed by the Board of Directors within 30 days of receipt, and the owner or resident will be notified in writing of the Board's decision. If additional information is required by the Board, the review may take longer, and the submitting owner or resident will be advised in writing. Additionally, it may be necessary for the Association's legal counsel to review the documentation submitted in support of a request for a reasonable accommodation which in turn, may prevent the Board from providing the requesting party with a decision within 30 days.

Guidelines as to when medical documentation is required and what type of medical documentation is required.

15.2. S A & ESA Documentation Requirement

- a) The Association is entitled to obtain information that may be necessary to evaluate whether the requested accommodation is necessary because of the owner's or resident's disability. If a person's disability is obvious and if the request for accommodation also is apparent, then the Association will not request any additional information about the requester's disability or the related need for the requested accommodation.
- b) If the requester's disability is not obvious, after reviewing the submitted request form, the Association may request reliable information that is necessary to verify that the requester has a physical or mental impairment that limits one or more major life activities (which constitutes a "disability" under the Fair Housing laws). If information on the requester's disability is requested by the Association, he/she may provide information verifying that he/she is disabled, for example, by submitting proof that he/she is under 65 years of age and receiving Supplemental Security Income, Social Security Disability Insurance benefits, or private disability insurance benefits.
- c) In addition, a qualified health professional or other verifiable third-party source may provide verification of the disability using the Association's Statement of Health Professional or a letter on their professional letterhead. The Association will supply the Statement of Health Professional upon receipt of any request for reasonable accommodation. If the requester's disability is obvious, but the need for the accommodation is not apparent, the Association may request information that is necessary to evaluate the disability-related need for the requested accommodation. In this case, the Association will request reliable disability-related information that is necessary to evaluate the disability-related need for the accommodation.
- d) To the extent a disability is not permanent, the Association may request additional updated medical information as it deems necessary to determine if there is a continued need for the requested accommodation.
- e) The Association may request advice from legal counsel concerning any owner's or resident's request for reasonable accommodation. The requester consents to the disclosure of all documentation in support of the request to the Association's legal counsel.

15.3. SA & ESA Additional Information

An individual's need for accommodation may change over time because of changes in the individual's own level of disability or impairment, treatments available to mitigate a disability and/or other circumstances affecting the individual. What qualifies as reasonable in one set of circumstances may not be reasonable or necessary in another. When circumstances change, it is your responsibility to notify the Association if you need, or no longer need, a reasonable accommodation.

15.4. Maintaining An Assistance/Emotional Support Animal

- a) Should a request for a reasonable accommodation to the animal restrictions be granted, the Association reserves the right to withdraw this approval should the assistance/emotional support animal become a nuisance to others, which includes, but is not limited to: excessive barking; biting; aggressive behavior; attacking; owner's failure to properly dispose of excrement or waste; walking the dog to relieve itself in prohibited areas; failure to comply with all state and local ordinances and statutes; not leashing and/or maintaining control over the animal at all times when outside of the unit; insect/extermination problems; sanitation/odor problems.
- b) Further, the requesting party may be requested to provide updated medical information concerning his/her disability (if the disability is not permanent), and current and annual vaccination, immunization, and veterinarian records for the animal. Failure to comply with any of these requirements is grounds to withdraw the approval of the animal. The requesting party and owner (if the requester is not the owner) are solely responsible for all damage caused by the animal, whether to person or property.
- c) The assistance/emotional support animal may be required to be walked in certain designated areas to relieve itself which may differ depending on the unit's location and the owner's disability. If the request is granted, the Association will provide the designated area for walking the animal to relieve itself, should such an area have been designated.
- d) All information received by the Association in conjunction with a disabled/handicapped owner's or resident's request for reasonable accommodation will be kept confidential in compliance with Florida Statute Section 718.111(12)(c)(3) (d). Suppose any other resident or owner inquires as to why special accommodation appears to have been made. In that case, the Association representative's response will be: "A Fair Housing Act reasonable accommodation has been granted." No additional information will be provided regarding the nature of the disability/handicap.

16. COMMON AND LIMITED COMMON ELEMENTS:

- 16.1 Proper attire, footwear, and body cover-up apparel must always be worn in the lobbies, elevators, and hallways. No wet or dripping clothes are permitted.
- 16.2 The sidewalk, entrance, passages, elevators, vestibules, stairways, corridors, halls, piers, and all the common elements must not be encumbered, obstructed, or used for any purpose other than ingress or egress to and from the premises. Bicycles or other similar objects CANNOT be stored in any portion of the Common Elements unless approved and designated for this purpose by the Board.
- 16.3 For convenience, there is a locked bicycle storage on the ground level of each building. All bicycles in the bicycle storage rooms must be registered with the office. Bicycles are permitted in the unit;

however, unit owners are responsible for elevator, floor, and carpet damage. Oversized bicycles or electric scooters (as determined by the management) are not permitted in the elevators.

- 16.4 No unit owner shall commit any act or do anything that will cause the accumulation of rubbish, refuse, or garbage in any part of the condominium buildings or cause a fire hazard. The unit owner is responsible for removing large pieces of garbage/trash from the property, such as Furniture, Mattresses, bed frames, and TVs. Contact the management, as disposal of these items may be available for a small fee.
- 16.5 Common electric and water outlets throughout the condominium property, including garages, are not for individual use.
- 16.6 There shall be no soliciting by any persons anywhere in the buildings for any cause or purpose whatsoever except as authorized by the Board. This includes, but is not limited to, business advertising and campaigning for public office.
- 16.7 Management reserves the right to refuse, restrict, or deny the use of this facility to any person who violates the policies.
- 16.8 No one shall harm, mutilate, destroy, alter, or litter any landscaping work on the Association property, including grass, trees, shrubs, hedges, flowers, or flower beds. Unit owners who violate this rule are responsible for costs incurred to replace any damaged items necessitated by their actions.
- 16.9 No auction sales or events to which the public is invited, in person, shall be allowed in any unit or on the Common Elements. A board-appointed committee may organize community events for the benefit of the community, including garage sales and other similar events, as approved and authorized by the Board of Directors.
- 16.10 No Owner/Resident, tenant, or their invitee or guest shall act in a manner that is deemed by the Board of Directors or Property Management to be unmanageable, rude, disruptive, aggressive, abusive, anti-social, threatening or harassing in nature towards any board members, property management, employees, agents, invitees or contractors of the corporation or management, other Owners/Residents or their guests. In other words, be nice to those around you.
- 16.11 Planters may be placed on the floor. Plants must be well maintained and may not extend beyond the exterior of the building. Vine-type plants that hug the concrete are not allowed on balconies and/or terraces.
- 16.12 All items must be removed from balconies within 24 hours of an official storm watch announcement issued by state or local officials or as per Management Office indications. Those who need assistance removing items must notify the management office immediately. The Association will remove items not removed by the deadline at the owner's expense at the employee pay rate. The Association will do its best to assist anyone who needs it; however, depending on the conditions of the weather and local and state announcements the Association will only continue to help with these measures if it is safe to do so.
- 16.13 Unit owners are financially responsible for any damage to the Common Elements or other people's property caused by items falling from their balcony or terrace.

16.14 No hot tubs, small pools, or similar items are allowed on balconies.

17. GROCERY AND BELL-CARTS:

17.1 Carts from business/retail outlets are not allowed on the property.

17.2 Residents using carts owned by the condominium must leave an ID to check out a cart and return it to the rotunda. If security must retrieve the cart, there may be a fine.

17.3 Residents can only use the cart for a maximum of 30 minutes. NO EXCEPTIONS.

17.4 Residents must check in at the front desk and provide I.D. before releasing the carts.

17.5 Valet carts may not be used to transport building materials.

18. PACKAGES & RECEIVING:

18.1 The unit owner will receive any and all furniture deliveries from a third party, such as a furniture store. No employee will sign for deliveries to an owner, occupant, or tenant.

18.2 Packages over 50 lbs. or those that cannot fit in the package room, such as mattresses and extra-long items, will not be accepted. The Association has no responsibility for damage or other issues related to the package or its delivery. Owners are responsible for ensuring that there is someone in the unit to take any oversized or overweight packages, including televisions.

18.3 Packages not picked up within forty-eight (48) hours from the date of notification will be returned to the sender /shipper at the owner's expense. Letters and document packages shall be held for fourteen (14) days before returning or discarding.

18.4 Your carrier may notify you as soon as packages are delivered. Please wait to pick up your packages from the front desk after they have been entered into the system and a notification is sent to you to pick them up. Please do not arrive at the front desk to collect your package before receiving a notification from the building system or demand the front desk attendant to find and give you the package immediately. Please be patient if security is busy.

18.5 The Front Desk Attendant(s) have the right and responsibility to request a photo ID for verification before releasing the package.

18.6 The Front Desk will only receive packages that belong to or are sent to the care of residents of record (resident names that appear in the building's operations computer system). Packages will not be released to anyone who is not listed in the building's computer system. Packages addressed to non-residents or unregistered/unauthorized guests/visitors will either not be accepted or returned to the shipper/sender. The Association is not accountable for such packages.

- 18.7 Package management is a service for residents' convenience. The Association, Management, and its employees are not responsible for the loss, misplacement, damage, or theft of any package received on the resident's behalf.
- 18.8 Residents and registered Guests may borrow a luggage cart in the lobby by leaving a photo ID with front desk personnel. Luggage carts may not be removed from the condominium building premises. It will be released upon the return of the cart.
- 18.9 The front desk, receiving office, and/or concierge may receive closed packages and sealed envelopes for or from Residents. Such items are held at the sole risk of the Resident. Keys, cash, credit cards, or valuable items shall not be left with building personnel.
- 18.10 Building personnel will accept time-sensitive packages, including medications or perishables, solely at the addressee's risk. Neither the Association nor Management shall be responsible for any loss associated with the delay. Upon receipt of time-sensitive packages, the receiving office will follow the standard protocol for notification. Residents expecting time-sensitive deliveries should track their packages online and inquire with the receiving office to prevent delays or spoilage.
- 18.11 Large packages will not be accepted unless Residents are present to receive them personally or have made advance arrangements to deliver them to their Units. The receiving office will assist in delivering large packages under 50 lbs. to a Unit in the absence of a Resident, provided such assistance is pre-arranged and written authorization is left with the Front Desk attendant.
- 18.12 The receiving office will not accept or assume any responsibility for packages that, upon receipt, are considered "delivered in good order and condition." Such items include consumer electronics, appliances, and works of art.
- 18.13 Residents must arrange for a courier to pick up outgoing items before delivering them to the front desk, receiving office, or concierge. The receiving office will refuse to accept any outgoing package that has not been called for pickup, with a confirmed reference, by the resident.
- 18.14 Given the above policies, Residents should not plan deliveries when they will be out of town or otherwise unavailable. If such deliveries are unavoidable, Residents should make advance arrangements with Management, including delivery of the package to the Unit.
- 18.15 The Association may adopt other means of package delivery management, such as electronic lockers and self-service.

19. TRASH CHUTES AND LAUNDRY ROOMS:

19.1. Trash & Trash Chutes:

- 19.1.1 The area before the trash chutes must always be kept clean. Trash chute use is strictly meant for regular household trash securely contained in a regular trash bag, for disposal. Nothing may be left in the trash closet or outside the hallways, elevator landing, floor closets, or stairwells.
- 19.1.2 Do not throw anything down the trash chute that can damage it, like metal, wood, packaging boxes, bulky items, heavy objects, or any loose items, including glass bottles, cans, food containers, etc. No construction materials may be sent down the chutes. Violators will be held financially responsible for the cost of repairing any damage to the common elements, including the trash chute and assembly.
- 19.1.3 Large boxes that may block the chute must NOT be thrown down. Large boxes must be flattened and brought to the ground-level trash containers for recycling.
- 19.1.4 Soiled diapers and/or any cat litter must be enclosed in tightly wrapped plastic before being thrown down the chute.
- 19.1.5 Recycling must be disposed of in the designated areas located on the ground level of the buildings in appropriately marked containers. The Recycling bins are for plastics and paper goods only. Ask any building staff for assistance with directions and locations.
- 19.1.6 To dispose of bulk items, contact Management; Elevator Reservation is required.
- 19.1.7 No lit cigarettes, cigars, or other flammable materials and/or liquids shall be placed down the garbage chutes.

19.2. Laundry Rooms:

- 19.2.1 Laundry rooms and the equipment should always be left clean and available for the next user.
- 19.2.2 The lint filter in the dryer must be cleaned after each use. Do not throw lint on the floor or behind the machine. PLEASE DISPOSE in the trash can.
- 19.2.3 Machines should be emptied as soon as the washing and/or drying cycle is completed. Others may be waiting to use them.
- 19.2.4 Washer / Dryer machine doors are to be left unlocked after use.
- 19.2.5 Please read the operating instructions shown on the Laundry Machines to operate and use.

- 19.2.6 For information on mechanical failures or additional rules on how to use the washer and dryer, please see the information posted in the laundry room.
- 19.2.7 The laundry rooms are available from 8:00 a.m. to 10:00 p.m. If the washer and dryer each take 1 hour, begin your last load no later than 8:00 p.m.
- 19.2.8 Laundry rooms are strictly for residents' household laundry. The machines may not be used to wash rugs, foot mats, canvas sneakers, drapes, or any other non-clothing items.
- 19.2.9 Laundry room doors should always be closed shut when not present in the room.
- 19.2.10 Laundry rooms are a common resource for the residents, not a personal space. They must always be kept clean, and no items or laundry litter must be left in them.
- 19.2.11 Do not move or drag the machines to prevent the door from closing. This is a violation that concerns hallway pressurization and fire code violation.

20. STORAGE ROOMS:

- 20.1 No flammable items shall be stored in bins or storage rooms.
- 20.2 No perishable items may be stored in the locker bins.
- 20.3 Smoking is not permitted in storage rooms.
- 20.4 Lights must be turned off when leaving storage rooms, and doors must be closed.
- 20.5 All personal items must be stored inside individual bins. Anything found on the floors or outside the bin will be assumed to be treated as trash.
- 20.6 Only one storage bin per apartment.
- 20.7 All storage bins must be registered with the office. Management must be notified in writing if any residents switch storage bins with another resident.
- 20.8 The Association is not responsible for theft or damage to the items stored in the locker bins. Residents can secure personal property under a homeowners or Renters insurance policy.

21. VEHICLES & PARKING

- 21.1 Vehicles violating any of the condominium rules and regulations, including those herein or posted, may be tagged with a violation notice or sticker or towed from the premises at the Vehicle owner's expense. Management will make a reasonable attempt, at its sole discretion, to contact the vehicle owner with a valid decal before having that Vehicle towed.
- 21.2 No Vehicle may be parked in any space other than the space assigned to that Vehicle's owner and displayed on the parking decal except as authorized by Management.
- 21.3 All vehicles parked in parking spaces assigned to the owners/residents anywhere on the condominium property shall always be maintained and operable.
- 21.4 Parked Vehicles shall not extend beyond marked spaces into driving lanes or otherwise impede vehicular traffic. Vehicles must be properly parked straight within the inner lanes to allow adequate room to exit and enter the vehicle without damaging a car parked next to the space.
- 21.5 Vehicles, whether occupied or not, and bicycles may not be left at the front entrance or in any driveway.
- 21.6 There are no designated special parking spaces for the parking of Motorcycles, Scooters, Mopeds, or any other type of two or three-wheeled motor vehicles. The Board may, at its discretion, from time to time, allocate unreserved parking spaces in the garage or elsewhere on the condominium property for the use of parking two-wheeled vehicles on a first-come, first-served basis. Three-wheeled motor vehicles may only be parked in the owner's assigned parking spaces
- 21.7 Drivers shall not make excessive noise, including, but not limited to, slamming doors, racing engines, playing Vehicle sound systems loudly, operating alarm systems, or blowing horns (except in an emergency) in the garage or on the driveways.
- 21.8 Any Vehicle whose alarm creates excessive noise for more than ten (10) minutes may be towed from the premises at the Vehicle owner's expense.
- 21.9 No unauthorized Vehicle repairs shall be permitted in the garage or on the driveways. Changing a flat tire or jump-starting a Vehicle shall not be considered an unauthorized auto repair.
- 21.10 Parking spaces shall not be used to store Vehicle parts, tools, or other items other than detachable Vehicle roofs, except that bicycles may be stored in parking spaces subject to the terms below. Other items stored in parking spaces shall be removed and disposed of at the Unit Owner's expense.
- 21.11 Residents may be fined if they repeatedly come onto the property in vehicles (other than rental and loaner vehicles) without a transponder. A camera records the license plates of vehicles coming through the guest lanes. Residents without a transponder will be given directions to get one from the office within 5 days and shall comply with such instructions.
- 21.12 No parking space may be "sold." Assigned parking spaces remain an appurtenant to the unit to which they are assigned and will be transferred with such units. Nevertheless, parking spaces may be

loaned or rented to another unit owner or resident, as explained below.

- 21.13 Unless otherwise deeded from the original developer (must produce proof of ownership/assignment), each unit has only one assigned space.
- 21.14 Any agreement allowing one resident to park in the space of another must be in writing (ask the management office for proper procedure) and a copy provided to the association for approval, which shall not be unreasonably withheld. The document must include the resident's name, vehicle make, model, color, tag number, parking space number, and unit number. It must also provide a start and end date if they are renting. During the lease/offered period of the parking space to another resident, any owner will no longer have any parking privileges, including gate transponder use, unless the owner has made an alternative parking arrangement that conforms to the current rules and regulations and policies.
- 21.15 All vehicles on the property must have a decal or temporary pass to park on the condominium property. Any vehicles without the appropriate identification may be towed without warning.
- 21.16 The temporary pass is good for the number of days specified on it. Security may issue different types of passes for loaner cars, guests, and contractors.
- 21.17 The maximum driving speed within the condominium property is 5 MPH.
- 21.18 Contractors and vendors will park according to security personnel directions.
- 21.19 Residents and guests are not allowed to park their vehicles at the rotunda or the door entrances of either building on both ground and lobby levels. These areas are only for pick-up and drop-off from residents and should be limited to no longer than 5 minutes.
- 21.20 Vehicle washing is only allowed in the designated area. Waterless car washing may be done in the owner's space. Outside car washing companies may be hired; however, they must bring their own power via power inverters. Parking is not permitted in spaces allotted for car washing.
- 21.21 If oil is spilled in your parking space, please notify the office and promptly clean it up. If the building staff cleans the spill, the vehicle owner will be billed for the cleanup charges.
- 21.22 The Association / Management is not responsible for damage to your vehicle or theft of its contents.
- 21.23 No vehicles over twenty (20) feet in length will be allowed on the property overnight. No vehicle that would not pass applicable state inspection criteria. No vehicles without valid tags or registration shall be parked on Condominium property. No recreational vehicles, including motor homes, trailers, mobile homes, camper trucks, ATVs, or boats, are permitted to be parked in any parking space on Condominium Property. No machinery or equipment except as the association may require in connection with the maintenance and operation of the Association shall be kept upon any portion of the Association (except for bona fide emergencies).
- 21.24 Motor vehicles may not be parked in designated fire lanes. Any vehicle parked on these roadways will be tagged and/or towed at the owner's expense.

22. BICYCLES

- 22.1 All bicycles parked in the garage must be registered with the management office. A decal will be issued that must be displayed on the bicycle. Bicycles violating any of the condominium rules and regulations, including those herein or posted, may be tagged with a violation notice or sticker or removed from the garage by Management at the owner's expense (including the cutting of locks). The management shall store removed bicycles for up to thirty (30) days. If a removed bicycle is not claimed by its owner within thirty (30) days, the management may donate the bicycle to a charity or otherwise dispose of it.
- 22.2 Bicycles may be stored in the garage only in designated areas; owners should always dispose of unwanted bicycles and not abandon them in the garage.
- 22.3 The Association is not responsible for the security, theft or damage of the bicycles parked anywhere on the property.
- 22.4 Bicycles may not be secured to any pipe, rail, column, or other building element other than bicycle racks provided by Management. If found, the bicycle lock will be cut, the bicycle removed and saved at a proper location for thirty days. If not claimed, it will be disposed of without notice.
- 22.5 Secured cages are for parking registered bicycles only; other items placed in the bike cages may be disposed of at the Unit Owner's expense. Space is limited and available on a first-come, first-served basis for Residents who use their bicycles regularly. Secured cages should not be used to store infrequently used bicycles or other items. Residents with registered bicycles may purchase a padlock key to the secured cages for a fee to be determined by Management.
- 22.6 Bike Cages – The use of bike cages is conditional and contingent on the acceptance of the following:
- 22.7 Bicycles must be registered with the management office by completing a registration form and paying an applicable fee as stated on the registration form. The bike owner will be issued a registration decal to be visibly placed on the bicycle for inspection.
- 22.8 All bikes parked in the bike cages must be maintained in good order and operable condition. Bikes left in disrepair will be removed from the cage after giving a 30-day notice to the bike owner, and the registration will be canceled. No refunds will be issued.
- 22.9 Any unregistered bicycle found parked inside the bike cage will be removed and discarded without notice.
- 22.10 Access to the bike cage is requested through the security rover or by means of self-access if such a provision is made available.

23. AMENITIES

SWIMMING POOL & BARBECUE FACILITIES:

Anyone non-compliant with rules regarding pool and deck use will be asked by security to leave the area.

23.1. Swimming pool and pool deck area:

- a) THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK. The Association and its Board assume no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the pool and/or the pool area. Persons using the pool or pool area agree not to hold the Association or the Board liable for actions of any nature occurring within the pool or pool area. Any individual unable to swim unassisted in the main pool for five (5) minutes shall be supervised in the pool by someone who can swim or a parent/guardian.
- b) All lounges must be covered with full-length towels.
- c) No running, or horseplay on the pool deck. No loud music, boomboxes, or any other speaker device is allowed at the pool deck or other recreational amenity areas. Residents and guests may enjoy their personal music preferences using in-ear or over-the-ear devices.
- d) Residents must fully dry themselves before entering the building and the elevators. Dripping bathing suits are not permitted.
- e) Body cover and footwear must be worn when entering the building and the elevators.
- f) Smoking is only allowed in designated areas as posted.
- g) Except for wheelchairs and strollers, no human or electric-powered vehicles, including but not limited to skateboards, rollerblades, bicycles, and hoverboards, shall be permitted within the pool area. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins, or other play or exercise equipment shall be permitted in the pool area.
- h) Food and drinks are permitted to be brought or consumed only in the designated area where an appropriate arrangement is made with tables and chairs. Unit owners must clean up after themselves and leave the furniture properly arranged. NO GLASSWARE IS ALLOWED AT ANYTIME ANYWHERE in the pool on the pool deck or adjacent areas.
- i) Pool deck furniture must not be removed or rearranged from its maintained setting.
- j) Pool steps and ladders must be kept clear.
- k) Incontinent persons regardless of age are prohibited from swimming in the pool unless wearing protective garments.

- l) Children under the age of 13 must be accompanied by a parent or guardian over 18 when at the pool or barbecue area.
- m) All belongings shall be removed from the pool deck when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
- n) No one is allowed to enter the buildings if not properly dry and in proper attire.
- o) All bathers must rinse the outdoor shower before entering the pool. This shower is not to be used for a cleaning shower, with soap/shampoo, etc. Swim rinse off only. Observe all posted rules at the pool deck.
- p) The pool for swimming is open from dawn to dusk. The pool deck closes at 11 PM. Due to special circumstances, the Board may change the times with or without notice.

23.2. **Barbecue Area:**

- a) The BBQ amenity is available to the residents of the building by making a reservation through the resident portal or with the assistance of the Front Desk personnel in advance. Grills can only be reserved or requested for use by a resident or authorized guest (who has cleared the background screening and registration process with the management) over the age of eighteen. The resident may be requested to show a form of identification to verify residency or age.
- b) Before a resident can use the BBQ, the resident must provide the guard or the attending front desk person with an ID, which will be held at the Rotunda. The ID will be returned after the resident returns any grill cleaning tool provided to the resident and a quick inspection of the BBQ grill and the area to ensure it is left clean by the resident. The resident using the BBQ is responsible for leaving the grill and the area thoroughly cleaned and free of debris immediately after each use. Ensure that the BBQ gas knobs are closed after each use. When finished, call the security rover (the calling number is labeled on the grill or the posted sign). The guard will return with the ID take a picture of the area and turn off the gas. The guard shall determine whether the area has been sufficiently cleaned. The grill and surrounding area should be at least as clean as you found it. Refusal to do so may result in a fine, cleaning fee, loss of privileges for a period, and/or deposit required for future reservations.
- c) Any individual using the grill/barbecue shall be an adult or supervised by a parent/guardian over the age of eighteen.
- d) All discarded food must be put in proper containers immediately after each use.
- e) Reservations of the barbecue grills for a private event require the prior authorization of the Board and registration with Management. Anyone reserving the barbecue grills with fourteen or more guests must advise Management 72 hours in advance, provide a guest list

for the front gate, and give the Association a refundable deposit of an amount to be determined by the Board.

- f) BBQ reservations allow the use of the immediate space for private BBQ sitting setups, but it does not restrict other residents from using the rest of the marina deck and space, including access to the marina.
- g) The barbecue area is open from 8:00 a.m. until 10 p.m. Due to special circumstances, the Board may change the times with or without notice.
- h) No individual can get noisy, rowdy, or demonstrate raucous behavior in or adjacent to the Outdoor Patio Barbecue area. Any behavior or noise that disturbs the comfort and quiet enjoyment of other Residents, their families, and guests is prohibited. Remember the barbeque area is in an area where everything echoes. Please be considerate of others.
- i) Any damage to the patio, barbecue equipment, or furnishings and/or theft or loss of the Del Prado's property caused by the Resident or any of the Resident's guests arising from the use of the Outdoor Patio/Barbecue area will be the responsibility of the Resident. The Resident agrees to pay the costs involved in repairing, replacing, refinishing, and/or restoring any property lost or damaged to its original condition.

23.3. Auditorium, Salon De Esta, Playroom & Library:

These facilities are for the use of the unit owners, occupants, and approved lessees and are subject to the following rules:

- a) Food and drinks are not permitted in these facilities except when rented for a private gathering and/or only with the approval of the Board of Management.
- b) Smoking is prohibited in all indoor Facilities.
- c) All these facilities are always unsupervised, and Residents and their guests use them at their own risk. The Board of Directors, agents of the Board of Directors, and employees of the Association are not responsible for accidents, lost or stolen personal property, or any other damage.
- d) The owner, occupants, and/or tenants using these facilities are liable for any damage caused.
- e) All persons shall ensure that their visitors obey the Rules of the Association.
- f) Running, boisterous behavior, yelling, and general misconduct are prohibited in these facilities.

23.4. Fitness Center & Sauna

- a) Use the fitness center at your own risk. Individuals under the age of sixteen (16) must be accompanied by an adult eighteen (18) years of age or older who will supervise such individuals when using the Exercise Room and/or Sauna. All weights and other heavy equipment will be used with caution; removed and replaced from racks with care; kept clean and wiped off with user's towels or cloth, and weight equipment shall not be dropped, thus avoiding damage, noise, and injury.
- b) Please review the equipment manuals before beginning your workout to fully benefit from the equipment. All equipment shall be used in accordance with the manufacturer's warning labels. Anyone unfamiliar with the proper use of equipment in the facility or has an ailment that may affect them while using any equipment shall not use the equipment.
- c) Owners are responsible for the conduct of their family members, guests, invitees, and tenants. The owner is responsible for repairing or replacing any damage caused to the Exercise Room, Sauna, and/or Shower Room, including exercise equipment and exercise machines. The Association has the authority to determine whether to repair or replace damaged items.
- d) Athletic shoes and proper fitness attire shall always be worn. No open-toed or black-soled shoes are permitted. No bare feet, bare chests, or dripping wet bathing suits are permitted in any portion of the Exercise Room. Any Association Property used and moved (e.g., weights, benches, mats), shall be placed back to its proper location after use.
- e) The Fitness Center is open from 6 AM to 10 PM. A
- f) Food and glass containers are not permitted in the fitness center.
- g) Exercise equipment may not be moved in or removed from the fitness center.
- h) Weights must not be dropped on the floor. Weights must be returned to designated racks after use.
- i) Users must wipe equipment after each use with a paper towel and cleaning solution provided by the Association.
- j) Stereos, boomboxes, and other sound devices with speakers may not be operated by the users in the fitness center. Residents and Guests may use personal earphones or headphones for private listening. If the gym is equipped with a music system, a pre-selected playlist will control the music ambiance for the gym.
- k) Treadmills, ellipticals, and bikes are limited to 30 minutes when others are waiting.
- l) Residents and Guests must register personal trainers at the management office. Personal trainers must present valid licenses and proof of insurance.

- m) Residents, Guests & trainers who wish to use the condominium gym facilities must sign the Waiver and release of Liability agreement.
- n) Visitors and guests may not use the gym in the absence of the resident.
- o) Gym users must observe gym rules published and posted.

23.5 Adult And Children's Recreational Rooms:

- a) Hours of play are at residents' request, between 7 am and 11 pm.
- b) Players must sign in at the Rotunda Desk for all equipment. You will be required to leave your ID in exchange for the key. All equipment must be returned to the Rotunda Desk.
- c) Persons using this room must clean up after use.
- d) Sign in and out at the Rotunda Desk before using the key. You will need to leave your ID.

23.6 Rental of Social Rooms ("Social Rooms" includes the Auditorium, Meeting Room and Party Room):

- a) A security deposit and fees are applicable for private reservations and events. Contact the management office for the reservation process, the deposit, and the fee amounts.
- b) The reservation will be canceled if the security deposit, fee, and the signed Agreement form are not received by the management office at least three (3) business days before the reservation date.
- c) The Resident will be responsible for cleaning the Party Room after their use and will adhere to the Rules and Regulations detailed on the Agreement Form. This includes bagging all garbage, disposing of it in the garbage room on the ground level, and leaving the room in a clean, presentable state prior to inspection following the event. Failure to do so may result in additional costs, which will be deducted from the security deposit.
- d) Residents must arrange to greet their guests and direct them to the Party Room.
- e) Decorations are permitted only in the Party Room. Decorations cannot be affixed to any surface in any manner that will damage a fixture or cause damage to a surface upon removal.
- f) Please check with the Management office regarding the availability of parking.
- g) The Resident is responsible for fully complying with any legal or regulatory obligations and

will fully indemnify and hold harmless the Association, its employees, and agents from any breach thereof.

- h) If additional furniture or equipment is needed, Advance notice in writing to Property Management for approval is required.
- i) The event is restricted to the Party Room and the adjacent washrooms. All other building areas are off-limits to party guests, excluding the Outdoor Patio/Barbecue area, which must also be booked in advance. No food or drink is allowed beyond the Party Room doors or Outdoor Patio/Barbecue area.
- j) Door exits must always be kept free from obstructions.
- k) Residents using the Party Room (including the Kitchen) and Outdoor Patio/Barbecue area are responsible for ensuring that their families, guests, and visitors are familiar with the Rules governing these facilities.
- l) The Resident will be responsible for his/her guests' behavior. Resident shall not permit noisy or rowdy behavior or any illegal act in or adjacent to the Party Room or upon the Common Elements. If in the opinion of the Association, the Resident cannot or will not control the behavior of his/her guests and the situation in the Association's opinion has deteriorated to an unsatisfactory level, the Association or its representative on duty will have full authority to terminate the party immediately and ask all persons to leave the premises; and/or the police may be called to assist the representative in controlling the situation; and/or the security deposit may be forfeited as partial compensation. It will be the sole discretion of the Association whether to withhold the security deposit and permit the Resident to use the Party Room for any further occasion.
- m) Any damage to the building, grounds, furnishings, or room itself, and/or theft or loss of the Association's property caused by the Resident, any members of the Resident's family, or any of the Residents' guests arising from the rental and use of the Party Room will be the full responsibility of the Resident. The Resident agrees to pay the costs involved in repairing, replacing, refinishing, and/or restoring any property lost or damaged to its original condition.
- n) The Association is not responsible for loss or damage to any personal property or personal injury to Residents or guests, however caused. The Association also does not guarantee the availability of Air Conditioning, electricity, Wi-Fi Internet, or working audio/video equipment installed (if any), as these are mechanical, electrical, and electronic equipment or services that may experience a failure at any time.

24 ARCHITECTURAL MODIFICATION & CONTRACTOR RULES:

Please refer to the contractor application package for additional details, process and procedures, and applicable fees.

24.1 **Contractor Approval Process & Obligations**

- a) For all work in a unit, including painting and any change to interior or exterior floor coverings, including carpet, the owner must inform the management office, obtain a contractor package, follow the instructions, and submit the application for review. No work or contractors will be allowed to start before receiving written approval from the Association and appropriate permitting from the City / County as applicable. Any work found to be taking place without proper authorization from the Association will be stopped immediately, and the workers will be asked to leave the property. A repeat offense will be reported to the City, and the application submitted to the Association for approval will be canceled.
- b) No Unit alteration is permitted that changes the unit layout /configuration to create independent living spaces with exclusive access. A unit space may not be split to lease/sublet any portion of the unit space. Doing so is unlawful and a clear violation of the condominium by-laws, subject to penalties and legal action against the owner and occupants of the unit.
- c) All work must be performed by licensed and insured contractors and subcontractors, as required by the City of Aventura and DEL PRADO CONDOMINIUM, and in accordance with the current Florida Building Code.
- d) Contractors must provide an Occupational License.
- e) Contractors must provide Proof of worker's compensation insurance or exemption. An exemption covers the individual holder only and does not cover any other worker.
- f) The Contractor is required to provide proof of liability insurance naming Plaza Del Prado as additionally insured at whatever value the Board determines from time to time.
- g) Contractors shall provide city/county-issued permit cards and plans issued by the City of Aventura.
- h) All damage done by the owner's contractor shall be the owner's responsibility.
- i) All work performed with a building permit must have progress inspections by city inspectors and a final approved inspection by inspectors from all appropriate disciplines.
- j) The general contractor is solely responsible for supervising the job and any subcontractors he may employ. The unit owner will be responsible for the contractor and meeting all the requirements of the current Florida Building Code.

- k) The Association / Management is authorized to inspect the job site. Any work not specified in the contract shall not be performed without obtaining authorization from the Association and the City of Aventura. This will result in delays and additional expense(s).

24.2 Contractor Parking:

- a) All contractors must register with the Management Office for approval to work on the premises and receive a parking permit.
- b) All parking permits will expire. The length of time a parking permit is issued is based on the nature of the work being conducted. Expired parking permits must be renewed in the office.
- c) Parking is available according to security's directions. All parking permits must be displayed on the contractor's vehicle. If no parking is available in the service lot, contractors may only park in guest parking on the upper level. Under no circumstance a contractor/service vehicle is allowed to park in the front area of the building.
- d) All contractors must check in daily through the front desk.
- e) Any contractor vehicle left on the premises after 5:00 PM may be towed at the contractor's and/or unit owner's expense.

24.3 Work Conduct & Procedures

- a) To move building material in or out, the elevator must be reserved with the Management Office at least 24 hours prior to the reservation date so that padding may be provided. Management may refuse reservation and disallow commercial use of the elevator if another commercial use is scheduled or if the companion elevator the crosswalk is attached to is down for repair.
- b) Soundproofing must be installed on the whole surface of the floor prior to laying down tile and/or wood floor coverings. Please contact the office for current ratings requirements and to have the soundproofing inspected.
- c) Contractors must always protect all common element floors and/or hallways by using appropriate protection material that does not cause a trip hazard. Any cost incurred by the Association to clean or repair damage caused to the floors or hallways by a contractor will be the responsibility of the owner for whom the work is being performed by the contractor.
- d) The permit card shall be posted on the unit door when construction is completed.
- e) All contractors must work in a clean and orderly manner. No materials, tools, or equipment may be used, left out, or stored in any portion of the common area. Any construction debris in any common area must be picked up immediately. Working in a residential environment

requires professionalism and strict supervision so as not to cause any noise or behavioral nuisance.

- f) Contractors cannot store materials, tools, or equipment on any balcony. The balcony is a limited common element. No tile saws and workbenches may be set up on the balconies or terraces.
- g) Contractors must consider smoke detectors to avoid setting off the building fire alarm.
- h) Using any sinks or drains anywhere in the building or anywhere on the property for the cleaning of concrete, mortar, thin-set, grout, caulk, drywall, joint compound, plaster, or any other building material or hazardous chemical, and any associated tools and equipment, is prohibited. Contractors violating this rule will be prohibited from working at CONDOMINIUM.
- i) Contractors are not permitted to smoke anywhere on the condominium property.
- j) All contractors are liable for all damage they cause to the elevators, Common Elements, and/or adjoining or adjacent units, including exterior balconies. Any damage not paid for by the contractor will become the unit owner's responsibility.
- k) Contractors are responsible for removing all construction debris, garbage, or trash from the property. Contractors cannot use the condominium's dumpsters to dispose of any construction debris, garbage, or trash.
- l) When doing any plumbing work in the unit, the Contractor must include an integral shut-off valve for showers.
- m) Contractors are not allowed to play loud music that is disruptive to any other residents while performing work on Condominium Property.
- n) City permits are required for the following but not limited to:
 - o) Remodeling, including any interior structural modifications, requires condominium approval and permitting.
 - p) Plumbing modifications that cross tie riser discharge lines or make connections that deviate from the building's plumbing framework and configuration are not allowed.
 - q) Electrical (no Romex allowed).
 - r) Plumbing (tub, shower replacements & any relocation of pipes) NO PLASTICS OF ANY TYPE ALLOWED. COPPER OR STAINLESS-STEEL MESH ONLY.
 - s) Hurricane shutter installation – Contact Management for approved product type and specifications.

- t) Exterior windows or doors - Contact Management for approved product type and specifications.
- u) Flooring installation (wood, tile, and marble). (Proof of soundproofing is required.) Contact Management for the approved product type and specifications.
- v) New air conditioning unit.

24.4 **Hurricane Shutters, Windows & Doors:**

- a) Product specifications and the City of Aventura Permit must be submitted.
- b) The color must be a shade of white, gray, building color, or aluminum. Contact Management for the approved product type and specifications.
- c) The shutter company **MUST** get written approval from the Board of Directors before it can get a building permit.
- d) These Rules & Regulations must be given to the shutter companies before installing any shutters.
- e) Any shutter installed must have Dade County product control approval.

25 MARINA

25.1 The property manager (dock master) administers the Plaza Del Prado Marina.

25.2 Only unit owners may purchase and/or lease boat slips.

25.3 Boat slips may only be sold or rented to other unit owners.

25.4 All vessels parked in the marina must be duly registered with the association. Ask the management office about the registration process and furnish all the requested documents. Any unregistered vessel parked or docked at the marina will be considered unauthorized and subject to towing at the owner's expense and risk.

25.5 The boat slip owners are responsible for securing their vessels during storms and hurricanes. The association is not responsible for any damage to the vessels, dock boxes, boat lifts, or any installation the slip owner is responsible for.

25.6 The DERM (Department of Environmental Resource Management) is the governing authority that dictates the marina's terms of use and maintenance. The Operating Permit issued to the Association states the use of 60 (sixty) boat slips and only one vessel per boat slip.

25.7 Only one vessel is allowed to park/dock per boat slip. One vessel means one boat, jet ski, or watercraft that safely conforms to the slip configuration. For example, two or more jet skis parked in a single boat slip space are a violation and subject to fines, towing, and additional penalties as imposed

by DERM on the association.

- 25.8 Any sunken boat, boatlift, accessories, material, or debris from the slip is the slip owner's responsibility to get it out and cleared off the property at the slip owner's sole expense. Consequently, if the association receives a violation from the DERM or any other governing authority, the association will find the slip owner responsible and recover all associated costs from the slip owner to cure the violation.
- 25.9 Boat slip owners must use and maintain the boat slips and vessels parked in ship shape. No loose items, including unmanaged hoses or electrical lines, shall be left anywhere on the marina. All trash must be properly contained, secured, and discarded in appropriate receptacles. Nothing, including trash, chum, or waste from cleaning fish, should be thrown overboard in the water when parked at the marina.
- 25.10 The marina's concrete structure is common. No installation of any type is allowed that attaches to the marina's concrete structure without the written approval of the association/management. Any attachments approved must be secured properly.
- 25.11 Slip owners must maintain their vessels, boatlifts, and all means of securing them properly to prevent damage to the marina structure and other nearby vessels. The Slip owner will be fined and responsible for cleanup costs for any oil discharge from the vessel that pollutes or creates a dangerous situation, such as a fire hazard.
- 25.12 All slip rentals or sales require screening by designated persons, for which the association/management will charge a processing fee (refer to attachment "Fee Schedule"), which may be changed occasionally.
- 25.13 Only boats used exclusively for pleasure may be docked at the Marina. There shall be no unmotorized houseboats, charter boats, commercial operation, and no living aboard any boats.
- 25.14 As per the State Law, fueling a boat at the marina is prohibited.
- 25.15 No condominium or deck furniture is permitted on the piers.
- 25.16 Fishing is permitted only on the ends of the marina pier and prohibited elsewhere. Fishers must keep the dock clean and properly secure and discard all debris.
- 25.17 Guest Boats - Upon arrival, guest boats shall register with security. The end-of-pier facility for guest boats shall be available to an individual watercraft for no more than five consecutive nights per thirty (30) days. For the first 24 hours, the docking facilities shall be available as a courtesy. After that, the unit owner shall pay a charge of \$2.00, or an amount established by the Board, from time to time, per foot per day. Slip owners must inform security at least twenty-four (24) hours before having a certain number of guests, as shall be established by the Board, from time to time, to the slip and/or Marina and must register such guests, pursuant to the rules established by the Board, from time to time.

26 USE OF DRONES AND UNMANNED AIRCRAFT

- 26.1 The condominium association wishes to protect the privacy of its residents, and the development of drone and unmanned aircraft devices has added to the challenges in doing so. The

use of unmanned aircraft and drones on, over, and around the condominium's Common Elements is prohibited unless under the direction and supervision of the Association or prior written consent is received from the Association. All use of such devices must also comply with applicable FAA law.

- 26.2 No photography, video, surveillance, or other imagery may be taken from an unmanned aircraft or drone operating on, over, and around the Condominium's Common Elements unless under the direction and supervision of the Association or prior written consent is received from the Association.
- 26.3 Any damage to a Unit or Common Elements caused using an unmanned aircraft or drone shall be the responsibility of the Resident using or permitting the use of the unmanned aircraft or drone.
- 26.4 There may be occasions when the Association requires the use of drone devices or other unmanned aerial vehicles to inspect the maintenance and operation of the Condominium Property, either by the Association or its designated contractors. Management will issue advance notice to residents when this occasion arises so that they may take appropriate steps to assure their own privacy.

27. SECURITY & EMERGENCIES

- 27.1 The Condominium Property is equipped with Security Cameras for security surveillance and key points monitoring.
- 27.2 The Security camera recordings have limited retention and are intended for administration use only, including documenting violations or security incidents.
- 27.3 Management does not perform any investigative tasks, such as reviewing camera recordings for the residents or researching footage upon request.
- 27.4 The Association has security guard service 24 x 7.
- 27.5 Security cameras monitor all elevators and Elevator Lobbies.
- 27.6 Do not leave trash in the elevator for collection.
- 27.7 No liquid-fuel motorbikes are permitted in the elevator.
- 27.8 Intercom system to be used only in case of emergency.
- 27.9 No combustible material or fuel of any is allowed to be stored anywhere on the Condominium Property at any time.
- 27.10 Fireworks shall not be set off from Condominium Property, including the units' balconies and terraces.

26.5 Building Emergencies

- 26.5.1 The condominium complies with the fire alarm system's fire and life safety requirements.
- 26.5.2 In the event of an emergency, including a fire alarm, all personnel will direct their attention to emergency management, and all other building services, including visitor access, shall cease until cleared to resume.
- 26.5.3 A Fire Alarm is a life safety measure. All residents must heed and follow the instructions announced.
- 26.5.4 In case of a Fire Alarm, the building security and staff will try to investigate and assess the situation as quickly as possible and let the Fire Department take control as needed.
- 26.5.5 A False Alarm occurs when a non-threatening incident causes the fire alarm to go off. Only in this situation and once confirmed by the security /building staff will the alarm be silenced, and a "False Alarm" announcement will be made. Otherwise, the fire alarm will continue, and the residents must follow the evacuation instructions automatically announced through the Fire Panel System.
- 26.5.6 Tampering with any of the life safety devices, including sprinklers, speakers, light strobes, pull stations, smoke detectors, or any other device installed and maintained by the association as required by the Fire Department, is a felony. At a minimum, tampering with such devices carries a \$1,000 fine.

26.6 Flooding Incidents

- 26.6.1 A volume discharge of water can potentially cause extensive water damage to multiple units and common area property.

26.7 Caused by a Unit's Plumbing

- 26.7.1 In case of a flooding incident from a unit, the resident must immediately notify the building's security/personnel.
- 26.7.2 The building's first response will be to shut off the water supply to control the water damage.

26.8 There are two ways to shut off the water in an emergency.

- 26.8.1 Shutting off the water supply valves located inside the unit. Shutting off the valves from inside the unit stops the water immediately.
- 26.8.2 Shutting off the main building riser, which shuts off the water for all the units on the line. It will take time for the entire riser to drain before the water flow can stop.

- 26.8.3 The first attempt will be to shut off the water to the affected riser, immediately followed by entering the unit of incident and shutting off the unit valves. The unit's owner will be responsible for all related repairs and expenses. The owner MUST INSTALL an access panel where the shutoff valves are located and may not cover it again with drywall or other finishes to conceal it. Concealing the shut-off valves is a building code violation, and the Association will take severe action to get the owner's compliance.
- 26.8.4 The building security/personnel will communicate an incident notice to all affected units immediately after the water emergency is addressed. The notice provides useful information and guidance, including steps required by the resident/owners to take as part of respective responsibilities.

Management Office

18071 BISCAYNE BLVD
AVENTURA, FLORIDA 33160

Days & Hours of In-person Visits (Subject to Change).

Monday to Friday

Monday 8 AM to 4 PM

Tuesday to Thursday, 9 AM to 3 PM

Friday 9 AM to 5 PM

Tel. 305.931.5643 E. management@plazadelprado.net