

RULES AND REGULATIONS

Aventi at Aventura Condominium Association

Last Updated: 02/2021

All references to Owners in these Rules shall also include all residents who are not Owners.

Pursuant to the authority vested in the Board of Directors of Aventi at Aventura Condominium Association, Inc. (the "Association Board"), the following rules and regulations of Aventi at Aventura, a Condominium Association (the "Association"), have been adopted by the Board of Directors of the Association to govern the use of the Property as defined in the Articles of Incorporation of the Association. Each of the rules and regulations shall be in accordance with all applicable federal, county and state codes, ordinances, and regulations, and shall not conflict with the Declaration of Condominium of covenants.

Owner Responsibility:

1. Owners are responsible to abide by the Rules and Regulations and to ensure that the Rules and Regulations are enforced with anyone staying in or visiting their unit or the Aventi at Aventura property, including but not limited to Guests, Lessees, Occupants, relatives, contractors, and service personnel.
2. Owners are expected to regulate the occupancy and use of their unit or common facility as not to unreasonably or unnecessarily disturb others.
3. Owners are expected to be honest in all dealings with the Association.
4. Any violations of these Rules and Regulations observed by an owner or resident should be reported to the Manager in person, through email, or by written notification to the Association Office; except for a situation that involves danger to persons or property, any violation or incident that is reported anonymously or based on hearsay will be ignored. The person making the report will remain anonymous.
5. ENFORCEMENT. All violators of these rules and regulations shall be reported immediately to a member of the Board, an Association office and/or the management agent for the

Association. In the event that any person, firm, or entity subject to these rules and regulations, fails to abide by them, as they are interpreted by the Board, such person, firm or entity shall be liable to be fined by the association for each such failure to comply or other violation of these rules and regulations. Such fines shall not exceed \$100.00 per day for up to 10 days (or the maximum amount permitted by Florida Statutes).

General Conduct:

6. The walkways entrances, driveways and streets shall not be obstructed or used for any purpose other than ingress and egress to and from the Dwelling Units and Boat Slip Units and the other portions of the Condominium Property.
7. All draperies, curtains, shades, other window or door coverings installed within a Dwelling Unit which are visible from the exterior of the Dwelling Unit or other portions of the Condominium shall have a white backing unless otherwise approved. Such items as sheets, boxes and bags etc. are not permitted to cover windows.
8. No article, including but not limited to cloth, comforters, clothing, rugs or mops shall be hung or shaken from the doors or windows of the Dwelling Units or placed upon the outside windowsills of the Dwelling Units or balconies. No clothesline or other similar device shall be allowed on any portion of the common elements.
9. Holiday decorations are permitted under the following conditions:
 - a. No holes are to be made in Association property including exterior walls and grounds.
 - b. No electrical cords are to be used. Battery operated decorations are permitted.
 - c. All exterior holiday decorations must be removed within forty-eight hours of the holiday passed.
10. No personal articles shall be allowed to stand on any portion of the Common Elements except for unobtrusive mats in front of the front door of each dwelling unit. All chairs, plants, BBQ, statues etc. shall not be permitted to remain outside of a unit, BBQ's are permitted but must be used 10ft away from building and placed back inside garage after cooling.
11. Butts of smoking materials must be disposed of in the appropriate disposal containers. Throwing of cigarette. or cigar butts or any other smoking material on the ground anywhere on the condo property is strictly prohibited.
12. No Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Dwelling Units or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners or violates any City noise ordinances. This includes motorcycles and vehicles that make loud muffler s o u n d s. No loud music via speakers or boomboxes etc. in gym during business hours and during meetings, must use headphones.

13. Each Owner shall keep each Dwelling Unit in a good state of preservation and cleanliness. Each unit is responsible for the immediate repair of any leaking or constant running water with appliances or toilets. These must be repaired as soon as possible as this can cause excessive billing. Owners are responsible for power washing driveways, garage door repairs including dents and missing screens on ventilation. And Replacement of any damaged or missing window screens.
14. The agents and employees of the Association and any other contractor or workman authorized by the Association may enter any Dwelling Unit at any reasonable hour of the day for any purpose permitted under the terms of the Condominium Documents. Entry will be made by pre-arrangement with the Owner.
15. All Owners shall provide a copy of each access key to the Association office, for use in the event of an emergency and the Owner cannot be reached in a timely fashion. If there is an emergency and we do not have an access key, the owner will be responsible for any damage done to gain access.
16. Carpet Cleaning Services: You may only use vendors who provide their own water.
17. Dog waste stations are not to be used for household trash.
18. No Owner shall use or permit to be brought into the Dwelling Unit, garage or Boat Slip area any flammable oils or fluids, such as gasoline, kerosene, naphtha, or benzene, or other explosives or articles deemed extra hazardous to life, limb or property. No open fires shall be permitted on any Vessel, or anywhere within the Condominium Property, except in any areas which may be approved for such use by the Board of Directors.
19. Any damage to the Condominium Property or equipment of the Association caused by any Owner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Owner. Each Owner shall be held responsible for the actions of his/her family members, guests, invitees and lessees.
20. Any complaints, feedback or concerns regarding the management of the Condominium Property, staff or actions of other owners shall be made in writing to the Association.
21. An Owner shall show no sign, advertisement or notice of any type on the Common Elements or in or upon his/her Dwelling Unit to be visible from the Common Elements, or any public way.
22. Owner/Residents are not permitted to conduct any businesses out of their home or garage.

The garage is for vehicles and not primarily for storage.

23. The exterior of the Dwelling Units (including the garage door exterior) and all other areas appurtenant to a Dwelling Unit shall not be painted, decorated or modified by any Owner in any manner. An Owner shall not install any screen doors, awnings, hardware or the like without the prior written approval of the board as to design and color and, in any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any of such items which have been previously installed at the time Board approval is requested. Board approval, however, does not and shall not be constructed to constitute approval or check with all applicable governmental and quasi-governmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.
24. Garage doors must remain closed unless in use.
25. For the safety of those in the community, children under the age of 13 must be accompanied by an adult when using roller blades, scooters, bicycles, and the like. These streets are intended primarily for vehicular traffic. Children should not be left unsupervised in common areas of the community.
26. Smoking marijuana is prohibited in the common areas.

Lease/Sale:

27. No owner shall sell/lease unit without notifying the Association in advance to complete the application process and then to schedule an orientation of the new Resident prior to moving in. Owner must submit a copy of the lease/deed for records to the Association. A \$1,000.00 common area security deposit made payable to the association is required prior to tenant move in. At the end of tenancy security deposits will be refunded to forwarding address provided.
28. Security deposit will be used for any balance of fines and all common area damages incurred during tenancy.
29. No Dwelling Unit may be leased for a term of less than four (4) months.

Moving In/Out:

30. You must notify the Association office in writing before all moves (either move in or move out) take place, you will not be allowed to move in if this is not done. If you expect an oversized truck, all gates must be opened manually either by the office or maintenance to avoid damage to the gates and gate arms scheduled only during business hours.
31. Moving in or out is permitted Monday through Friday 8AM-6PM and Saturday 9AM-3PM. There is NO moving on Sundays or Legal Holidays.
32. All new Aventi Residents must attend a brief orientation with Management.

Deliveries:

33. Deliveries are only allowed Monday through Friday 9AM-5PM and Saturday 9AM-1 PM. There are NO deliveries on Sundays or Legal Holidays. You must inform the office if you expect a delivery with an oversized truck during business hours, as all gates must be opened manually to avoid damage to the gate and gate arms. The exception to this rule is FEDEX, UPS, USPS and other carrier package delivery services.

Trash:

34. All trash must be in regular sized garbage bags, placed in the receptacles, and put on the driveway on the days that the trash is to be removed on Monday, Wednesday, and Friday. No small grocery bags, such as Publix, Target, and Walmart bags, etc. are allowed anytime in the receptacle. Bags are not permitted to be placed outside of the garbage receptacle. Garbage is collected every Monday, Wednesday and Friday only. Receptacles must be placed on the driveway and be visible from the street on pickup day by no later than 9 am or it will not be picked up. Garbage containers must be brought back into the garage area before 8PM on the day of garbage pickup. Containers left out on the driveway/street area on non-pickup days will be subject to a fine of \$50.00 after three (3) occurrences annually. Recycling must be neatly tied and left on the side of your container, or inside a regular garbage bag neatly tied, on WEDNESDAYS ONLY; any trash found in recycling will be denied pick up. No Construction material or bulk items are allowed in the trash at any time. You must make other arrangements.
35. Raw or loose trash is not permitted to be in the receptacle. Receptacle must be kept clean and sanitary, free from maggots and another biohazards.

36. All trash receptacles must be removed from sight by evening of garbage day. All cardboards must be flattened, and all Styrofoam must be placed with trash bag.

Gates:

37. Gate transponders and resident pedestrian gate keys must be purchased from the Association.
38. No one is permitted to walk through the main gates; if caught doing so, an immediate fine of \$50.00 will be levied.
39. As each unit owner is only allowed a limited number of remotes, no Owner shall give the entry gate remote to any non-owner.
40. All Owners shall be wary in identifying their guest and invitees before allowing access through the entry gates.

Real Estate Agents/Realtors:

41. It is the responsibility of owners to allow their realtors access onto the property via the callbox or other arrangements.
42. Realtors must park in guest parking or the owner's driveway/garage but may not block another resident's driveway or use the parking space by the office for showings.
43. Showing hours are limited daily to 9AM-8PM.

Vehicles:

44. Parking shall only be in designated parking spaces. Any vehicle not parked in a designated parking spot will be removed from the premises immediately, with no warning. This includes parking in the street and/or blocking neighboring driveways.
45. Guest parking spaces are for "Guests Only"; maximum time 168 hours per month. Guests are always required while parked in guest parking with the Parking Boss system. Failure to do so will result in a fine of \$50.00 per occurrence.

46. Residents are permitted to park in their unit's garage or their unit's driveway only. Parking is not permitted in unoccupied units' driveways.
47. All Resident vehicles are required to register with the Association by obtaining a decal. This decal must be displayed on the inside window of your vehicle either back or front.
48. One-bedroom units' permit a maximum of two (2) vehicles (one in the garage and one on the driveway), two/three-bedroom units permit a maximum of three (3) cars (two in the garage and one on the driveway). This maximum is based on one car parked in the paver spot in front of your unit's garage and how many vehicles you can fit in the unit's garage.
49. Vehicles of a 2–3-bedroom unit must have at least three (3) wheels on the driveway pavers and cannot obstruct street traffic. Only (1) one vehicle shall be parked in this manner, no double parking is permitted.
50. No vehicle or other possessions belonging to a resident, guest or invitee shall be positioned in such manner as to impede or prevent ready access to another unit's driveway or garage ingress or egress.
51. Owners, their family members, guests, invitees and lessees must obey all the parking and traffic regulations posted throughout the community for the safety, comfort and convenience of the owners.
52. No commercial vehicles are allowed after 5PM. The exception to this rule is emergencies, i.e., plumbing, A/C, electrical work, or water/mold damage repair. You must notify the office of your emergency.
53. If an owner has a commercial vehicle, it must be stored in the garage after 5PM. If it does not fit in the garage it must be removed from property by 5PM. No commercial vehicles allowed on property during the weekends or legal Holidays.
54. There is to be no excessive washing of vehicles at Aveni at Aventura. You must use a hose with an on/off switch.
55. If you are in violation of the vehicle/parking policy (with the exception of #42 in these Rules and Regulations) and your vehicle cannot be identified with a corresponding unit, you will be issued one sticker warning.

On the second violation, your vehicle will be towed immediately without further warning. Communication with the Association office and Security are key when it comes to vehicle parking as it is limited at Aventi at Aventura.

If your vehicle is parked on the street or blocking any driveways and cannot be easily identified by said unit, it will be towed immediately.

Construction and Power Tool Use:

56. Construction Work is permitted Monday-Friday, 9AM - 6PM, Saturday 9AM - 3PM only. No work is to be done on Sundays or Holidays.
57. All Contractors must remove all materials from the Common areas, on a daily basis and bulk garbage are prohibited from disposing construction waste onto any of common areas including surrounding landscaping.
58. Any replacement A/C's must fit on the concrete pad already in existence. It is required that the Association is notified of all new AC installations and the company completing the installation must provide their license, insurance and city permit information prior to the start of any work. An architectural modification approval is required for a permit with the City of Aventura.

Pets:

59. Owners may have a maximum of two (2) pets, being limited to dog(s) and/or cat(s) and weighing no more than seventy-five (75) pounds each. Under no circumstances shall Pit Bulls, exotic pets, such as birds or snakes and other reptiles, be permitted on the Condominium Property.
60. Any pet must be kept on a leash when outside of a Dwelling Unit and in the common areas. No pet shall be kept tied outside.
61. An Owner shall immediately pick up and remove any solid waste deposited by his/ her pet on the Condominium Property. Failure to do so will result in an immediate fine of \$100.00 plus processing fees for sample testing per occurrence.
62. The Owner shall indemnify the Association and hold it harmless against any loss or liability of

any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a pet becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property.

63. All pets, emotional support animals (ESAs) and service animals are to be registered with the Association, via DNA registration of cheek swab including photo and vaccination records. These records must be updated annually; a current copy must be given to the office. Failure to do so will result in an immediate fine of \$100.00 levied against the lot.
64. The owner must schedule an appointment with the office to create their dog's DNA profile and the dog must be swabbed by the owner, in the presence of the manager or a member of the board. There is a one-time DNA testing fee of \$65.00 registration.
65. No pets are allowed in the gym or pool areas.

Pool:

66. ALL PERSONS USING THE POOL AND OTHER RECREATIONAL FACILITIES DO SO AT THEIR OWN RISK.

67. The swimming pool may be used from dawn till dusk.
68. No topless or nude bathing will be permitted in the Pool Area.
69. Glass bottles or glass containers shall not be permitted in the pool area.
70. You must rinse off before entering the pool.
71. The pool, deck and boardwalk are to be left in clean condition for the mutual benefit of all. All pool furnishing is to be kept on the pool deck.
72. All children must be accompanied by an adult at all times.
73. Owners, Residents and Guests are expected to observe and abide by the posted pool rules.

Docks and Boats:

74. Vessels may be chartered by their owners or the applicable lessee(s), but no activities relating to the charter of Vessels (including, without limitation, the embarking and disembarking of passengers) shall be conducted within the Association property. Boat Slip Units may be leased for periods of not less than thirty (30) days. No one may sleep on a Vessel for more than one Consecutive night. Only pleasure and leisure Vessels in seaworthy condition and under their own power may be moored in the Association Property. All operators of Vessels shall observe all posted speed limits and other rules and all "rules of the road" when in the canal where the Boat Slip Area is located.
75. No Vessel shall be permitted to create any nuisance, including but not limited to, entertainment on the Vessel within the Association Property after 11:00 p.m.
76. Nothing shall be placed on the boardwalk that would impede access to the Boat Slip Units, the Dock Piers or Boat Slip Unit Area.
77. Fishing from the dock is strictly prohibited.
78. No fish or other marine life of any kind shall be cleaned, prepared, or processed in any manner on any Vessel, the Condominium Property, or Common Elements. The dumping of remains on the Condominium Property or Association Property or in the waterway adjacent thereto is strictly prohibited.
79. Storage of fuel or other flammables on the dock or boat slip area is strictly prohibited.
80. Gates to the boat slip/ dock area must be locked at all times when unoccupied.

Hurricane Shutters:

81. All owners are responsible for the installation and removal of all shutters 72 hours after a hurricane has passed once cleared by emergency personnel.
82. Galvanized shutters similar to the shutters provided by the developer are only allowed; no other types are permitted.
82. Aventi does not provide this service; it is the owner's responsibility to install and remove the shutters after the hurricane has passed.