AVALON CONDOS

RULES AND REGULATIONS FOR

AVALON OF ORANGE COUNTY CONDOMINIUMS ASSOCIATION, INC.

4417 S. SEMORAN BLVD.

ORLANDO, FL 32822

(407) 737-4122 (TEL)

www.avalonoforangecounty.com

Welcome to Avalon Condominiums. Please follow the instructions in the event there is a situation of fire, flood or blood. When it comes to fire or blood 911 should be called first, then our office 407-737-4122. All other matters should be directed to the management company or individual you rent your unit from.

Received by (name printed):_____
Address:_____
Date: _____

Furniture & Appliance drop off

Help keep YOUR community clean by securing your trash in an appropriate trash bag and disposing of trash in the compactor. The Appliance drop off is for **FURNITURE & APPLIANCES ONLY**!! ***All boxes must be broken down and disposed of in the trash compactor.*** Never place trash outside your door for any length of time. Construction Debris or Carpet must be taken out of the property. Anyone caught illegally dumping items that do not belong in the appliance area will be charged a **$250** dumping fee. Please ensure all garbage bags and trash thrown in the compactor. Local animals can make a mess when there are torn bags; Please assist by making sure the trash is dumped properly.

Thank you for your anticipated cooperation.

Management

X_____
Resident Signature:

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STATEMENT OF PURPOSE

The Board of Directors (herein referred to as the "Board") of Avalon of Orange County Condominiums Association, Inc.(herein referred as the "Association") has provided the following Rules and Regulations in order to promote safety, harmony and sanitary conditions for all homeowners, renters and guests. It is intended that all rules and regulations adopted by the Board be binding upon all unit owners. The unit owners shall always obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests' invitees, household staff and lessees, persons for whom they are responsible and persons for whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent and approval is specially set forth, in writing by the Board.

AUTHORITY

The Board at Avalon of Orange County Condominium Association, Inc. is empowered to govern the affairs of the condominium association pursuant to Article IV of the By-laws and under Article XXI of Declaration Condominium to establish Rules and Regulations for the common elements, limited common elements and the use and maintenance of the condominium units.

FITNESS CENTER

The Fitness Center rules are designated to ensure the longevity of the equipment and the safety of the user. Any resident not following the rules may be asked to forfeit their use privileges.

1. Hours of use are 8am to 11pm daily.
2. All equipment is to be used in a proper and safe manner.
3. Each resident is solely responsible for his/her own safety and the safety of the resident's family and guest while using the fitness center. When within the fitness club any minor or physically frail person, must be accompanied by a responsible person who is possessed of satisfactory physical mental capability and maturity to render meaningful supervision and assistance.
4. Residents may bring one guest and/or a certified trainer into the fitness club at any time. If the resident is a physical trainer, he/she is limited to one guest at a time.
5. Any equipment not operating properly must be reported to management immediately.
6. No pets are permitted in the fitness center, except as may be required by law.
7. No glass containers or beverages (except for bottled water in a plastic, non- breakable container) is permitted in the fitness club at any time.
8. No smoking is allowed in the fitness center, period.
9. Disinfectant spray is provided for your use; please clean up after using the equipment.
10. Proper attire is to be worn while using equipment, no thongs or bathing suits. Proper exercise dress from shoulders to thighs must be adhered to for hygiene.
11. Athletics shoes must be always worn, no sandals or flip-flops.

12. If another user is waiting for a particular piece of equipment, please restrict your use to 30 minutes or less.
13. We advise leaving all valuables at home. We are not responsible for any lost or stolen items (this includes clothes, bags, keys, watches, cell phones, purses, wallets, etc).
14. Residents are responsible for their own towels, toiletries, and any other item for shower use.

LAUNDRY ROOM

The laundry room is open daily from 8:00am to 11:00pm and it's for exclusive use of Avalon residents. It consists of 14 washers and 14 dryers. You have to download the required app to be able to pay for the service needed. Please note that any unattended clothes in the washer and/or dryers left for more than 24 hours will be removed by the groundskeeping crew and kept for another 24 hours; after that the clothes will be donated to charity. Please see the Association office if your clothes have been removed. Should you notice that a machine is out of order, please report it to the association office or put a note on it and the groundskeeping crew will report it out of order.

SWIMMING POOL(S)

Unit owners, their tenants and their guests using the swimming pool shall do so at their own risk. Unit owners, their tenants and their guests shall obey the posted swimming pool rules. Only two guests are allowed with prior approval by the association office, and a resident must be present. The following are basic rules for all person(s) using the swimming pool(s). You must acquire a Pool Pass from the Association office, it comes included in the purchase of the amenities package.

1. Hours of operation are 9am till dusk.
2. The Association does not have a lifeguard. Each occupant is solely responsible for his/her own safety and the safety of the occupant's family and guests while using the swimming area. When within the swimming area, non-swimmers, including minors and any other person(s) without a Red Cross Life Saving Certification, as well as any physically frail person, must be accompanied by a responsible person who is in possession of satisfactory swimming skills and who has both the physical and mental capability and maturity to render meaningful supervision and effective rescue efforts.
3. Swimming in the pool is only permitted between the hours posted.
4. A child who cannot safely swim may not be brought to the swimming pool unless accompanied, always, by an adult. Such a child cannot enter the swimming pool unless accompanied by an adult who is in the pool and in proper bathing attire.
5. All persons using the swimming pool must be appropriately attired.
6. All persons must shower thoroughly before entering the swimming pool.
7. Pool safety equipment should be kept in place and shall not be used, except for its intended purposes.
8. Pneumatic floats or other items of a similar nature, other than swimming aids, are not permitted in the swimming pool.

9. Animals are not permitted in the general swimming pool area.
10. Running, jumping, skating, or any other activity which creates a danger or annoyance in the general swimming area is prohibited.
11. No glass containers (except for bottled beverages in a plastic, no-breakable container) are permitted in the pool area.
12. No smoking in or near the pool.
13. If suntan oil is used, a beach towel must be used to cover pool and patio furniture.
14. No incontinent persons or persons lacking effective toilet training shall be permitted in the pool unless appropriate water impermeable clothing and sanitary devices are worn to ensure that the pool water is always free of contamination from human waste.
15. Persons with open and running sores are also prohibited until such wounds are properly treated and covered.

BUSINESS USE OF UNITS

All units are for residential use only. No unit shall be used for any business, commercial, manufacturing, mercantile, storage, vending, sales or other nonresidential purpose, EXCEPT THAT a Member may maintain a home office or home business in the unit.

1. The Member has submitted to the Board of Directors an "application for Business Use of Unit", and has obtained prior written approval of the Board of Directors to such use: AND
2. The Following conditions are met:
   a) Such home office or home business is consistent with the residential character of the community, and the Member complies with all applicable federal, state, and local laws and ordinances.
   b) The Member has obtained any required approvals for such use from the appropriate local, state, federal government agency.
   c) Such home office or home business does not place an undue burden on any of the Community Association's common elements or cause an increase in the common expenses.
   d) Such home office or home business does not create noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors, or cause an increase in common expenses that can be solely and directly attributable to the office or home business.
   e) There are no displays or signs indicating that the unit is being used as other than a residence.
   f) Such home office or home business does not generate significant traffic, foot or vehicular, or parking usage (as determined on a case-by-case basis by the Board of Directors) by clients, customers, delivery services or others.
   g) No equipment or other items related to the business are stored, parked, or otherwise kept outside the Member's unit in any common area.

h) The home office or home business has no employees on-site, other than a member of the Member's household who also resides in the unit.

i) Such home office or home business does not involve the use, storage, or disposal of any grouping or classification of materials are designated as a hazardous material under federal, state or local law;

j) Such use as a home office or home business is subordinate to the use of the Unit as a residence and requires no external modifications that detract from the residential appearance of the unit. All modifications, external or internal, shall otherwise comply with the Community's Governing Documents.

3. As a condition to such use, the Board may require the Member to pay any increase in the rate of insurance or other costs for the Association that may result from such use.

ATTIC AREAS- Unit owners, tenants, and their respective members and guests shall not access or use the common element attic areas whether for storage, installing cables or utility wires.

BEHAVIOR-Members and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at management, its employees, or vendors.

BICYCLES- Bicycles must be placed or stored within the condominium unit or balcony storage unit.

CAR WASH- The car wash area is for Avalon's residents with a current resident decal on their vehicle. Washing of vehicles is allowed at the car wash area only. The hose hook ups on the building are for property maintenance only. Residents may not utilize the hose hook ups.

CLEANLINESS- All garbage and refuse from the Condominium shall be deposited with care in garbage containers for such purpose at such times and in such manner as the Association direct. All disposals shall be used in accordance with instructions given by the Association. Common water closets and other common plumbing (e.g., toilets, kitchen sinks, and bathtubs) shall not be used for any purposes other than those for which they are constructed, and no sweeping, rubbish, rags, sanitary napkins or other foreign substances shall be thrown therein. Never pour grease down sink grains, scrape grease and food scraps from plates, pots and utensils into the trash; Keep strainers in sink drains to catch food scraps and empty frequently into trash and do not allow other foreign substances to be poured down drains. The cost of damage resulting from nuisance misuse of the same shall be borne by the unit owner causing the damage. Residents shall not put trash outside their door whether temporarily or not.

COMPLAINTS- All complaints made to the Association must be in writing. No action will be taken on oral complaints. All complaints will be kept anonymous.

CURFEW- Curfew hours are from 10pm to 6am, unless otherwise for the obvious of work or school.

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LOITERING- Loitering is strictly prohibited, always. No one is permitted to congregate in the common areas. Smoking is not allowed in the common area. At no time are recreational activities permitted on the grounds of common areas.

DESTRUCTION OF PROPERTIES- Neither unit owners, their family members, tenants, contractors, invitees, nor guests shall mark, damage, destroy, deface or engrave any part of the common area Condominium. Unit owners shall be financially responsible for any such damage.

EMPLOYEES- Unit owners shall not direct, supervise or in any manner attempt to assert any control over the employees of the Association. All service requests, complaints or inquiries are to be directed to the administrative office. Employees are not allowed to do side work on company time and should not engage inside work on this property. The Association and Management will not be held liable for any issues arising from residents hiring employees for handyman purposes.

EXTERIOR APPEARANCE - The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated, or modified by any unit owner, tenant, or resident without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fan or air conditioning devices shall be used in or about the Condominium, except as shall have been approved in advance in writing by the Association. No windows may be tinted without the prior consent of the Association and installation of drapes or curtains visible from the exterior of the Condominium shall be white or off-white.

FACILITIES – The commonly used facilities available for use by the unit owners within the Condominium are for use of unit owners, their tenants and their respective family members and guests. No guests of any unit owner shall be permitted to use such commonly used facilities unless accompanied by a unit owner or tenant. Any damage to the buildings or to the common elements or equipment caused by the unit owner, tenant or their respective guests, contractors, or invitees, shall be repaired at the expense of the responsible unit owner.

FIRE SAFETY EQUIPMENT- No person shall render any portable or fixed fire extinguishing system or device or any fire warning system inoperative or inaccessible. Under no circumstances are fireworks allowed to be set off in the community or stored anywhere on premises.

FLAGS –Owners may display one (1) portable, removable United States Flag in a respectful way. On Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day owners may display in a respectful way portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, regardless of any provisions of the Declaration of Condominium or the Rules and Regulations dealing with flags. Owners are responsible for any damages by the method of display.

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GRILLING AND COOKING- Grills are **NOT** permitted in Avalon. Grills are provided throughout the premises.

HOLIDAY DECORATIONS- Holiday decorations shall be allowed on windows, doors and balconies and must be removed within ten (10) days after the holiday.

MOTOR VEHICLES AND PARKING POLICY

1. All vehicles are required to have a permanent parking decal affixed to the front inside windshield (driver side) or a hanging Guest parking pass. Renter may obtain their decals from the office during business hours with the presentation of registration, insurance, and identification. No decal will be issued to a renter without a current lease. Owners will get a permanent sticker providing a Warranty deed.
2. Parking permits are limited to two (2) per unit free of charge. A 3rd PREMIUM parking permit will be charged $50.00 fee, and any additional car added after that will be $100.00 per car, with maximum cars allowed per unit being 4. Note: only ONE vehicle registered to a non-resident can be issued a decal by filling out a Non-Resident Parking Application. The costs of PREMIUM parking passes for 3rd and 4th additional car(s) and a Non-Resident Parking permit will be charged annually.
3. Upon renewal of the lease, renters need to bring in the lease along with expired parking permits to be issued an updated decal.
4. Minors living in a unit and turning 18, will need to become registered by doing a background check at the going rate. And for them to have a parking permit (also to be paid at the rate for which number of vehicles allowed per the unit).
5. All vehicles on Avalon property must be in good working order (i.e., no flat tires, junk vehicles, cracked windshield or missing windows). Any vehicles found with covers will be checked for current tag (license plate) and parking decals.
6. Any vehicle not found roadworthy for more than 24 hours or without decal, current registration, or incorrect license plate (not registered to the specific vehicle) are subject to towing at the owner's expense in accordance with the applicable law.
7. **No mechanical work shall be performed in the condominium grounds on any vehicle or engine except for emergencies (i.e., flat tires, dead battery, and checking fluid levels).**
8. Washing or waxing of motor vehicles shall be limited to the designated car wash area only.
9. Guests staying overnight or more than 24 hours are required to obtain a temporary Guest Parking pass from the HOA office for their vehicle. All guests must provide their driver's license, vehicle registration, and insurance (insurance must match the name listed on the registration) to be issued a temporary guest parking pass. Unauthorized vehicles on property may be towed in accordance with applicable law. **Any guest staying for more than two (2) weeks must register with the HOA office and will need to fill out a Non-Resident Parking Application.** Guest Parking passes are limited to 3 times for the same person, after that the guest will need to fill out a Non-Resident Parking Application.
10. No vehicle belonging to a unit owner, renter or to a member of the family or guest, tenant or employee of a unit owner shall be parked in such manner as to impede or prevent access to another parking space.

11. All vehicles shall be parked within the painted lines and pulled up close to the bumper without covering the sidewalk where applicable. As a security measure, all automobile doors should be locked.
12. Unauthorized vehicles should be reported to management. When filing a report please note the make, model, color, and tag # of the vehicle and location on the property.
13. **All vehicles not following the Parking Policy are subject to towing 24/7**. Please be aware that the following are reasons why your vehicle may be towed: expired tags, no valid parking permit, flat tires, double parking, inoperable vehicles, parking in a no parking zone, etc. Residents, please understand that if you do not have the proper documentation for your vehicle and there is no tag on the vehicle it will be automatically towed. If you purchase a new car from a private owner and you do not have tags, please advise the office so that we may contact the towing company and pick up a parking permit. **Not communicating with the office will constitute an automatic towing.**
14. Trailers cannot be kept on property. No storage of stoves, barbeques, refrigerators, flammable items (gas cans) or fluid containers, boats or bicycles ON trailers or pickups are allowed.
15. **No commercial vehicles are allowed on property.** Commercial vehicles described as being registered to a business name and/or insured under a business name. Any motor vehicle which bears or contains commercial information or commercial advertising on the exterior surface or which information, or advertising can be seen and read from the interior, provided, that this provision shall not be constructed to prohibit the following types of commercial information or advertising:
    i. Commercial information, which identifies the make and model of the vehicle or the name and location of the vehicle dealer.
    ii. No auto dealers can park their auction vehicles on property (NO dealer or transporter tags).
    iii. No "For Sale" signs are allowed on any vehicles.
16. Motorcycles must have block kickstands and motorcycles are not required to have a parking decal; however, all motorcycles and scooters must abide by the same rules and regulations of motor vehicles and are also subject to towing at owner's expense for violating any of the above rules and regulations.
17. Hired contractors/handymen must check in with the office prior to parking and beginning work to avoid the possibility of being towed. Upon check in further instructions will be provided. All trailer tongues must be placed directly on the asphalt to avoid damage to grass, sidewalks, irrigation, and backflows.
18. All cars must be parked front in you may NOT back in park.

<u>MOVING</u>- All unit owners and lessees shall not move in or out between the hours of 11pm and 8am and comply with all noise and nuisance restrictions. When moving the office must be notified of any overnight moving truck, this will eliminate any towing from Airport Towing.

<u>NOISE/NUISANCE</u>- Unless expressly permitted in advance in writing by the Association, no floor covering shall be installed or replaced in the upstairs units other than carpeting or other floor covering originally installed. In any event, each unit owner shall have the duty of causing there to be placed underneath such floor covering, and the concrete slab, generally accepted and approved materials for diminution of noise and sound, so that the flooring shall be adequately soundproof. Radios, televisions, and any other instrument that may create noise should be turned down to a minimum volume between the

hours of 8:00pm to 7am Sunday through Saturday. All other unnecessary noises, such as bidding good night to departing guest(s) and slamming doors between these hours should be avoided.

OBSTRUCTIONS- The parking areas, sidewalks, entrances, driveways, passages, patios, balconies, courts, vestibules, stairways, corridors and halls shall not be obstructed in any manner. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, on walkways or on stairs landing. No Sign notice or advertising shall be inscribed or exposed on, in or at any windows or any part of the Condominium, including vehicles within the community, nor shall anything be projected out any windows or door in the Condominium, including vehicles within the community, nor shall anything be projected out any windows or door in the Condominium.

PEST CONTROL- Is provided by the Association, but only a preventative pest-control. Please call the office to schedule the services which are scheduled for every Tuesday. Please make sure that we have a copy of the unit key in our office.

PET POLICY AND PET REGISTRATION

1. The term "pets" shall be limited to dogs, cats, guinea pigs, hamsters, birds, and tropical fish. All other animals are expressly forbidden, unless otherwise allowed in writing in advance by the Association. The total of all pets belonging to a unit owner/resident shall not exceed two (2), tropical fish excluded. In addition, breed restrictions shall apply to attack dogs.
2. Notwithstanding the foregoing no Pit Bull, German shepherd, Rottweiler Doberman Pincher, Chow Chow, Akita, American Staffordshire Terriers, Pit Bulls-American Bully, Dalmatians, or any other breed, whether pure bred or the predominate breed of a mixed breed dog, generally regarded by the insurance industry as presenting a coverage risk for liability insurance and no venomous snakes or potbelly pigs shall be allowed on any portion of the Condominium Property, including any Units.
3. Pets may be kept in a unit. No pets shall be allowed to become a nuisance or a source of annoyance anywhere within the community, nor to deposit its bodily waste on or in any public portion of the Condominium Property.
4. Pet owners shall not allow their pets to urinate or defecate in undesignated areas due to damage to the landscape and general health concerns. Pet owners must pick up, clean up and properly dispose of all solid bodily waste from their pets. Pet stations are provided for this purpose throughout the property.
5. Pets shall not be allowed on the balcony of a unit unless the unit owner/resident is present. Dogs must always be on leashes and accompanied by their owner when outside the unit, no exceptions. Pet owners shall take proper care of their pets and may not leave pets unattended on balconies, patios, or stairways.
6. Pet walks are the outer perimeters of the property adjacent to the parking lots. (Never on building entrances or volleyball court areas).

7. Owners/Residents are also subject to all the rules and regulations stipulated in the Orange County Code of Ordinances, Article II, Chapter 5 Animals.
8. Disregard of any of the rules and regulations of the association or the Orange County Animal Ordinances could result in fines/or legal proceedings.
9. All pets must be registered with the Management Office **(by submitting the following 3 documents: a photo of pet, patient chart, and the rabies vaccine certificate. Pet Owners must also fill out the Association's Pet Registration.)**
10. **For Emotional Support Animals/Service Dogs: Proof of license, registration, veterinarian records, and letters stated in the Pet Policy and Pet Registration must also be submitted.**
11. Each dog **MAY NOT EXCEED 50lbs** at full maturity
12. Pets may NOT be left unattended
13. Pets must always be on a leash when outside
14. Pets must be cleaned up after (per City Code 6.01/Ordinance 95-32)
15. More than 2 pets per unit are prohibited
16. Exotic animals are NOT permitted
17. **Nuisance Policy**
    If the determination by the Board of Directors that a pet is a nuisance, consent to harbor the animal may be revoked at any time. This decision is considered binding and conclusive.

PLAY AREA-No one is permitted to play in the parking areas, on the public walkways or on the stairways. Responsible supervision must be exercised when children are playing on the grounds and using any of the facilities.

REQUEST FOR ACCOMODATIONS- Under federal law, if an individual with disabilities requests a reasonable accommodation to that disability, we must consider the request. To do this, we must verify that the individual qualifies as a disabled under federal law and requires the accommodation in order to have an equal opportunity to use and enjoy his or her home. Therefore, all requests for accommodations must be in writing and a signed form allowing release of information is required.

RIGHT TO ACCESS- The Association has the right of access to each unit during reasonable hours. A unit key is to be kept on file in the Association office for emergency reasons. Should an emergency occur and no key on file, a locksmith will be hired at the owner's expense and the owner will be responsible for securing the premises.

ROOFS- Unit owners, their tenant(s), their family members and guest(s) are not permitted on the roofs for any purpose whatsoever.

SIGNS- There shall be no "For Sale" or "For Rent/Lease" signs exhibited, displayed or visible from the interior or the exterior of the condominium, including from in or on vehicles within the community.

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SOLICITATION- There shall be no solicitation by any person anywhere upon the Condominium property for any cause, charity, or for any purpose whatsoever, unless specially authorized in writing in advance by the Board of Directors.

COMMON AREAS- Nothing shall be stored under the staircase, front door, balconies, patios, or other common areas.

STORAGE AREAS- Nothing shall be placed in the storage area, if any, which would create a fire hazard, or which could increase the insurance premiums of the Association.

TRASH- All refuse, waste, bottles, cans, and garbage, etc., shall be securely wrapped in a plastic garbage bag and placed in the trash compactor located near building 35. The Trash compactor may be used only between 7am and 11pm. Each unit is responsible for their own trash disposal and is **NOT ALLOWED to place trash bags outside of the entrance to the unit or on the balconies**. Failure to do so will result in a $100.00 clean up charge per incident in the event it is removed for you.

WINDOWS AND BALCONIES - Plants, pots, receptacles, and other movable objects must not be kept, placed, or maintained on ledges of windows, terraces, or balconies. No rugs may be installed on the balconies or excessive items that prohibit proper system drainage. No objects shall be hung from the exterior of the balconies, terrace, or windowsills. Unit owners/residents shall not throw cigars, cigarettes or any other object from their balconies, doors windows, or terraces. No balconies or terraces may be enclosed except with the prior written approval of the Association.

HURRICANE AND EMERGENCY PREPARATIONS - The Board of Directors may, subject to the provisions of Section 718.3026 Florida Statues, and the approval of a majority of voting interest of the Condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether or within common elements, units, or Association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the Board of Directors may operate shutters installed without permission of the unit owners only where such operation is necessary to preserve and protect the Condominium Property and Association property.

LEASING AND SELLING-A review of applications for approval could take up to twenty-four hours (24) once a written application is submitted for approval. Approval must be obtained in writing prior to a prospective resident moving into a unit. In the event a pending lease of a residential unit will occur prior to such twenty-four hours, the applicant must request an expedited approval, which cannot be guaranteed.

1. All leases shall be for at least six (6 months) but no more than twelve (12) month consecutive periods. Habitation of the units shall be limited to not more than three (3) individuals per one bedroom, four (4) individuals per two bedroom, and six (6) individuals per three bedrooms.
2. Non-resident owners are responsible for their tenants abiding by the rules and regulations of the Association and must supply their tenants a copy of these rules.

3. No unit may be used for transient housing, hotel/Airbnb, or business except as hereunder prescribed. All units shall be used and occupied only as private, single-family residences and for no other purpose.
4. Procedures required to lease are as follows:
   a. A Tenant Application form must be filled out entirely by both the owner/agent and the buyer/applicant prior to move in.
   b. **A non-refundable** application fee of **$50.00** is required for each applicant 18 years of age and older, which is not to be charged in connection with the renewal of an existing lease.
   c. A signed lease, with the beginning and expiration dates must be provided upon applicant approval.
5. Owners who rent their units forfeit the right to use Avalon amenities, common elements and limited common elements except as guest(s) of another resident. This does not waive the owners voting privileges.

MAINTENANCE, REPAIR, INSPECTION & REPLACEMENT OF HIGH-RISK COMPONENTS

1. The Board of Directors (the "Board") of Avalon Condominium Association (the "Association") may, from time to time, after notice to all members and an opportunity for member comment, determine that certain portions of the Member's units (the "Units") required to be maintained by the Members, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to the Common Elements if they are not properly inspected, maintained, repaired, or replaced.. By way of example but not limitation these portions, objects, or appliances include smoke detectors, hot water heaters, air conditioning drain lines, dryer vents and indoor plumbing fixtures.
2. Risk Components-At the same time that it designates a High-Risk Component, or later, the Board may require one or more of the following, with regard to the High-Risk Component:
   a. That it be inspected at specified intervals by a representative of the Association or by an inspector or inspectors designated by the Board.
   b. That it be replaced or repaired at specified intervals, or with reference to manufacturers' warranties, whether the individual component is deteriorated or defective.
   c. That it be replaced or repaired with items or components meeting particular standards or specifications established by the Board.
   d. When it is repaired or replaced, the installation includes additional components or installations specified by the Board.
   e. That it be replaced or repaired by contractors having particular licenses, training, or professional certification or by contractors approved by the Board.
   f. If the replacement or repair is completed by a Member, that it be inspected by a person designated by the Board.
3. The imposition of requirements by the Board under Section 2, above, shall not relieve a Member of his or her obligations regarding High-Risk Components, including but not limited to the obligation to perform and pay for all maintenance, repairs and replacements:
   a. If any Member fails to maintain, repair, or replace a High-Risk Component in accordance with the requirements established by the Board hereunder, the Association

may, in addition to any other rights and powers granted to it under the governing documents and state law:

I. Fine the Member or the occupant of the Unit, or both.

II. Enter the Unit for the purpose of inspecting, repairing, maintaining, or replacing the High-Risk Component, as the case may be, and charge the cost to the Member as a common expense attributable to the Unit.

III. Bring an action against the Member for specific performance of the Member's obligations hereunder.

NOTICES AND MEETING PROTOCOL - The official posting location is on the bulletin board by the Mail Kiosk near the Tennis court facilities or by the Association office's bulletin board.

1. The meetings will be conducted according to Robert's Rules of Order and in accordance with conventional rules of decorum and civility. Each member is expected to act in a respectful and business-like manner. Any member in attendance of a Board Meeting will be given the opportunity to participate in the discussion on any item listed on the agenda and/or motion being considered prior to the Board discussion and taking a final vote. No member may disrupt the conduct of official business.
2. Three minutes per person, per item or motion will be allocated for each member wishing to speak. If it is deemed by the Board that the member requires additional time to be heard, then a vote by the Board will determine if enough time could be allocated for the member to express his/her thoughts, or if time does not permit, table the matter until the next meeting to be held by the Board.

RENOVATIONS AND ALTERATIONS - No changes to the exterior of any unit may be made without prior written approval of the Board of Directors. This includes, but is not limited to doors, screen doors, screen patios windows, paint color, pet doors, etc. Changes to the interior other than carpeting, wall coverings, paint, light fixtures, and appliances must be approved by the Board of Directors. Rules regarding Renovations and Alterations for condominiums are available and can be obtained from the Avalon HOA office Monday through Friday from 9:00 AM to 5:00 PM excluding 12pm-1pm.

VIOLATIONS REMEDIES AND ENFORCEMENT - Every member, every tenant and all invitees shall comply with the provisions of the Declaration of Condominium, the By-Laws, the articles of Incorporation of the Association· and all Rules and Regulations adopted by the Association, as may be amended from time to time. Failure of a member, lessee or invitee to so comply shall be grounds for action which may include, ·without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a member, tenants or invitee for failure of a member, tenant, or invitee, or their family' members, guests, invitees, or employees, to comply with any covenant, restriction, rule or .regulation set forth in the Declaration of Condominium or in the Articles of Incorporation or in the By-Laws or with respect to the Rules and Regulations adopted by the Association, provided the following procedures are adhered to:

1. Notice: The Association shall notify the member, lessee or invitee of the alleged infraction or infractions. Included in the notice shall be the date, time and place of the meeting of the

committee of the Association (the "Committee") appointed by the Board of Directors to review the alleged infraction or infractions. At this meeting the member, lessee or invitee shall present reasons why penalties should not be imposed, which meeting shall take place not less than fourteen (14) days from delivery of such notice to the member, lessee or invitee for failure of a member, lessee, or invitee, or their family members, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation set forth in the Declaration of Condominium, or in the Articles of Incorporation and/or of these By-Laws which have allegedly been violated and a short statement as to the matters asserted by the Association. At such a meeting, the member, lessee or invitee shall be entitled to be represented by counsel (at his expense) and to cross-examine and present witnesses and other testimony or evidence.

2. Fines: The Board of Directors may impose a fine against the member, the lessee or invitee in an amount not to excess ONE HUNDRED AND NO/100 ($100.00) DOLLARS for each violation. However, a fine may be levied based on each day of a continuing violation, with a single notice and ONE THOUSAND AND NO/100 ($1,000.00) DOLLARS.
3. Payment of Fines: Fines shall be paid not later than ten (10) calendar days after notice of the imposition or assessment of the penalties.
4. Collection of Fine: The Association is hereby authorized to collect all fines imposed in the same manner as the Association may collect all obligations owed to it; provided, however, that a fine cannot become a lien against the unit owned by the affected member.
5. Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.
6. Non-Exclusive Remedy: These fines shall not be construed to be exclusive remedies. The remedies provided for in Article XVI of the By-Laws shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending member, lessee or invitee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such member, lessee, or invitee.