



**THE MADISON
DOWNTOWN CONDOMINIUM**

800-850 North Miami Avenue Miami, FL 33136
305-374-4464

TENANT / HOMEOWNER APPLICATION

Please fill out the registration packet, provide all required supporting documentation, and submit the completed application by email to office@madisoncondo.net or in person at 800 N. Miami Ave Miami, FL 33136 Management Office. Once **ALL REQUIRED PAPERWORK** has been received, please allow fourteen (14) business days for approval.

- **Application fee:** \$150 per person. If married, only one \$150 fee is required with a copy of the marriage certificate.
- **Copy of lease or contract of sale**
- **Copy of valid government issued ID**
- **Criminal background report:** We do not conduct background checks. You must provide your own background check report. We accept reports from your local police station or a reputable online provider. If you live outside the country, you must provide a report from your country of residence. We do not review credit scores.
- **One month's rent deposit:** The deposit may be paid by the landlord or tenant and will be refunded to the same party who paid it. Refunds are issued within two weeks after a written request is received. If paid by check, funds must clear prior to application approval.
- **Pet registration:** Pets must be 25 lbs or less unless emotional support or service animal with proper documentation. Pet registration fee is \$150. Photo of pet and current vaccination report required.
- **Resident parking registration:** Limited to one per unit. Decal fee is \$10. Copy of vehicle registration and proof of insurance required.
- **Reserved parking registration:** Limited to one per unit. Decal fee is \$35 initially and every April and October. Copy of vehicle registration and proof of insurance required. See page 8 for more information.
- **Motorcycle, scooter, and bicycle registration:** Decal fee is \$15 for motorcycles and scooters and \$10 for bicycles. Photo required. Registration is required for motorcycles and scooters.
- **Expedited processing fee:** \$100 per person for a three-day turnaround.
- **Key fob:** Limited to one per approved resident. \$75 each.

Payments: Accepted by check or cashier's check payable to The Madison Downtown, or by debit/credit card (convenience fee may apply). **NO CASH, NO MONEY ORDERS, AND NO REFUNDS.**

Office Hours: Open: Mon – Fri 8:30am - 5:30pm. **Closed:** For lunch 12pm - 1pm and Holidays.

Loading dock/elevator reservations require a \$250 refundable deposit (check only) for move-ins, move-outs, large deliveries, or appliance replacements. Must be scheduled in advance. If done without authorization, the \$250 deposit will be kept and charged (see pg.9 for more information.)

OWNER / RESIDENT INFORMATION

Unit Number: _____

Name of Unit Owner: _____

Phone Number: _____ Work Phone Number: _____

E-mail address: _____

Mailing address If different than unit address:

Name of Tenant: _____

Phone Number: _____ Work Phone Number: _____

E-mail address: _____

Name of Tenant: _____

Phone Number: _____ Work Phone Number: _____

E-mail address: _____

Others who Reside in Unit: Residents over the age of 18 must apply

Full Name: _____ Relationship: _____ Date of Birth: _____

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Vehicle Registration: Your vehicle is considered properly registered when you provide the Management Office with a copy of your vehicle registration, proof of insurance, and payment for the decal. Any vehicle parked in the garage must display a resident decal, a current reserved (RSVD) decal, or a valid visitor pass. Guest parking is not permitted; a guest may only use your assigned parking space when it is vacant.

Vehicle 1:

Make: _____ Model: _____ Color: _____ Plate/ Tag: _____

Vehicle 2:

Make: _____ Model: _____ Color: _____ Plate/ Tag: _____

Pet:

Type: _____ Breed: _____ Color: _____ Name: _____

In case of emergency who should we contact: Someone who may have a key

Full Name: _____ Relationship: _____

Phone Number: _____

BALCONY POLICY

The residents of The Madison Downtown are fortunate to enjoy beautiful balcony views. To help maintain the appearance of our community, all balconies must be kept clean, organized, and free of debris or clutter.

Balconies may not be used for storage.

Residents must not drill holes or make any alterations to balcony floors or walls. Violations may result in fines.

Permitted Items:

- Potted plants
- Patio furniture (No glass furniture)

Prohibited Items:

- Hanging plants
- Hanging lights
- Indoor furniture
- Barbecue grills
- Cleaning items (Brooms, mops, etc.)
- Exercise equipment
- Boxes
- Toys of any kind
- Fencing or chicken wire
- Hammocks
- Clothing, rugs, towels, bathing suits, or similar items

We appreciate your cooperation in helping maintain a clean and visually appealing community.

I/we understand that failure to comply with these rules may result in violations, fines, or other enforcement action as permitted by the Association's governing documents.

Applicant 1 Signature: _____ Date: _____

Applicant 2 Signature: _____ Date: _____

PET POLICY

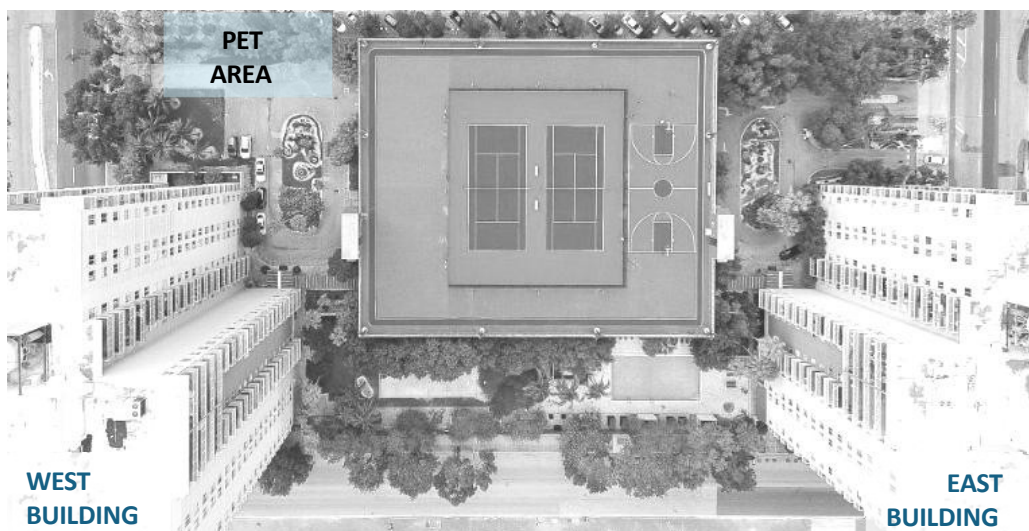
- Dogs must be leashed or carried at all times while on the property.
- Dogs may be walked only in the designated area north of the West Tower. Pets are not permitted to relieve themselves in landscaped areas, as urine and feces damage plants and lawn areas. Dogs are also strictly prohibited from using balconies as a bathroom.
- Residents who fail to comply may be subject to fines and, after repeated violations, may be required to remove the pet from the premises.
- Dogs may not be left unattended on balconies. Excessive noise, including whining, howling, or barking that disturbs neighbors, will not be tolerated. Owners are responsible for preventing such disturbances and should consult a veterinarian for assistance with behavioral concerns if necessary.
- When using the elevators, residents are encouraged to carry their pets whenever possible to avoid potential conflicts with other residents or pets. If the dog cannot be carried, it must be kept on a short, secure leash at all times.
- The combined weight of all pets in a unit must not exceed twenty-five (25) pounds.
- To help maintain the cleanliness of the lobby and common areas, residents must carry pets with wet or dirty paws when entering the building.

THE PROPERTY IS MONITORED BY SECURITY CAMERAS. ANY RESIDENT OBSERVED VIOLATING THE PET POLICY WILL BE SUBJECT TO A FINE.

I/we understand that failure to comply with these rules may result in violations, fines, or other enforcement action as permitted by the Association's governing documents.

Applicant 1 Signature: _____ Date: _____

Applicant 2 Signature: _____ Date: _____



ANTENNAS / SATELLITE DISHES GUIDELINES

Madison Downtown Condominium Association Rules & Regulations state:

"16. To the extent permitted by applicable law, no Owner may install any antenna, satellite dishes or other transmitting or receiving apparatus in or upon his or her Unit (and/or areas appurtenant) thereto, without the prior written consent of the Board."

Satellite dish or antenna will not be installed on any common area, including outside walls, outside windowsills, roofs, common area balconies, or common area stairwells.

No holes may be drilled through outside walls, roofs, balcony railings, balcony ceilings or glass, and the "hook-up" to an inside receiving device will be made by either a flat cable under a sliding door or means of a device on a window that allows a signal to pass through the glass.

Devices that extend the dish or antenna beyond the balcony railing or patio line may not be used. No part of the antenna or dish may extend beyond the balcony railing or patio line but must remain entirely within the owned premises.

The satellite or antenna system must be a stand-alone system. The resident may not splice into any existing wires or cables.

The unit owner assumes total responsibility for any physical damage to person or property as a result of damage or injury caused by a dish or antenna. Madison Downtown Condominium Association will not be liable to Unit Owners, guests or occupants for any damage or losses to person or property caused by any other persons, including theft, burglary, vandalism or other crimes. Also, the Condominium Association will not be liable for damages to any dish caused by fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities or other occurrences, unless such injury, loss or damage is caused by negligence of the Association.

Unit owner agrees to obtain insurance adequate to fully cover any claims that may be made by the Condominium Association or third party as a result of damage or injury caused by the dish or antenna. This insurance must list the Condominium Association as an additional insured, and proof of insurance must be provided to the Management Office prior to the installation of an antenna or dish.

I/we understand that failure to comply with these rules may result in violations, fines, or other enforcement action as permitted by the Association's governing documents.

Applicant 1 Signature: _____ Date: _____

Applicant 2 Signature: _____ Date: _____

TOWING POLICY

On June 6, 2012 The Madison Downtown Board of Directors approved the "Towing Policy" which states:

To park a vehicle at the Madison property, you must have either a Resident Madison decal or a pass issued by security or the management office for the assigned parking space.

If you are parked in an owner's parking space without a decal or the space is not yours, it will be immediately towed.

If you are parked in a reserved space, you must have a RSVD Madison decal. If a vehicle is parked in a reserved space without a decal or exceeds the 72 hours, the vehicle will be immediately towed without notice.

If you are parked in the fire lane area for more than 15 minutes, obstructing entrance/exit, your vehicle will be immediately towed without notice.

ANY VEHICLE IN VIOLATION OF ANY OF THE ABOVE RULES WILL BE TOWED IMMEDIATELY WITHOUT.

THE SECURITY GUARD WILL NOT BE CONTACTING ANY RESIDENT/VISITOR FOR ANY INFRACTIONS.

ALL PASSES ARE ISSUED BY SECURITY OR MANAGEMENT. ALL PASSES MUST BE CLEARLY VISIBLE ON THE TOP OF THE DASHBOARD. NO CHANGES OR ALTERATIONS ARE TO BE DONE ON THE PASS.

I/we understand that failure to comply with these rules may result in violations, fines, or other enforcement action as permitted by the Association's governing documents.

Applicant 1 Signature: _____ Date: _____

Applicant 2 Signature: _____ Date: _____

RENTAL POLICY

SHORT TERM RENTALS ARE NOT ALLOWED

Under the Condominium Rules and Regulations, **short-term rentals (including Airbnb or similar platforms) are strictly prohibited.**

The minimum lease term is thirty (30) days. All occupants must be registered with the office before moving in.

The following documents are required prior to residency approval:

- Completed application
- Copy of driver's license
- Signed lease agreement
- Background report

Residency may begin only after all required documents are submitted and approved by management.

Pursuant to Florida Statutes Chapter 718.303, the Association may impose a fine of up to \$100 per day for each continuing violation, following proper notice and an opportunity for a hearing before a committee. Residents have the right to contest a fine by submitting written notice to the Association within fourteen (14) days of receiving the violation notice.

I/we understand that failure to comply with these rules may result in violations, fines, or other enforcement action as permitted by the Association's governing documents.

Applicant 1 Signature: _____ Date: _____

Applicant 2 Signature: _____ Date: _____

RSVD PARKING POLICY

RSVD parking shall be subject to the following rules and eligibility requirements:

- a. A unit must have **two** registered adult residents & **two** registered vehicles.
- b. Only the vehicle with the RSVD decal may park in a RSVD space.
- c. Parking in RSVD is on a space available basis.
- d. Residents who are delinquent in the payment of any monetary obligation owed to the association may not park in an RSVD space.
- e. Residents may not park in the same RSVD space for more than 72 hours.
- f. Management may allow a resident to park in a RSVD space for more than 72 hours or may issue an RSVD temporary pass in the event the resident utilizes a rental car.
- g. Security is not authorized to grant RSVD parking passes.
- h. Visitors are not permitted to park in RSVD spaces.

A \$35.00 registration fee, used to cover the administrative costs associated with issuance of an RSVD decal, will be charged every six months.

A new RSVD decal must be obtained every six months: **APRIL & OCTOBER**

Any vehicles parked in RSVD spaces without a current RSVD decal will be subject to a warning sticker, fines, and towing at the resident's expense without notification.

The vehicle with the RSVD decal **MUST** match the information given at the management office, if the decal does not match your vehicle information the vehicle will be towed at your expense without notification.

The Madison strongly urges all residents to obtain the required RSVD decal and to follow these rules which are being strongly enforced.

I/we understand that failure to comply with these rules may result in violations, fines, or other enforcement action as permitted by the Association's governing documents.

Applicant 1 Signature: _____ Date: _____

Applicant 2 Signature: _____ Date: _____

LOADING BAY / LOADING ELEVATOR POLICY

The unit owner/tenant making the elevator reservation agrees to the following terms and conditions:

1. You will be responsible for damages to the elevator, common area hallways and loading docks incurred during your move. In the event, any cleaning or repairs/replacements are necessary due to your move you will be charged in your monthly assessment, or we will cash your \$250.00 deposit for the cost of the cleaning and or repairs/replacements.
2. You may only use the freight elevator and the loading dock (back of the building) from
 - **Monday through Friday 8:30am – 5:00pm. Saturday 8:30am – 4:00pm. No move in/out on Sundays or Holidays.**
 - **You must schedule the move ahead of time with the management office. NO EXCEPTIONS**
3. No moves are allowed through the lobby or anywhere else that is not the loading gate, the unit will be fined the deposit of \$250.00 if this occurs. **NO EXCEPTIONS**
4. In order to avoid damage, please use care when moving. Common area carpeting should be covered to avoid carpet burns (damage caused by moving cart wheels.)
5. All debris in hallways, elevator, loading dock, and all common areas should be picked up and disposed of properly. **You may not leave ANY debris in the loading dock or in the trash chute on your floor.**
6. Prior to your move date you are required to supply the Management Office with a certificate of insurance for general liability and property damage from your moving company in the amount of \$1,000,000.00 and NAMING MADISON DOWNTOWN CONDOMINIUM ASSOCIATION as additional insured. You may instruct the movers to call the Management Office at 305-374-4464. The certificate may be sent via email to office@madisoncondo.net
7. Your move time is reserved for the time specified with the office. Due to time constraints it is essential that your move occur during this time requested. In the event you are not able to move during this time, or may need additional time, please contact the Management Office to make arrangements.
8. You accept full responsibility for yourself, your moving company employees, and guests who assist in your move. With respect to your licensees, guests, invites, you do agree to save and hold the Madison Downtown Condominium and their employees harmless from any such liability in accordance with and subject to state law.
9. The Madison Downtown Condominium, and their employees are not responsible for any uncontrolled elevator outages due to mechanical or other issues making the freight elevator unavailable for your scheduled time. The Madison Downtown Condominium and their employees are not responsible for any losses incurred in the event that the freight elevator is not available for your move. Management will take all in consideration and reschedule your move.
10. You are responsible for making a deposit of \$250.00 by check (refundable if no occurrences) for the use of the elevator and dock area. No moves can be scheduled on the calendar unless this contract is signed and all fees and deposits are received by management.

I/we understand that failure to comply with these rules may result in violations, fines, or other enforcement action as permitted by the Association's governing documents.

Applicant 1 Signature: _____ Date: _____

Applicant 2 Signature: _____ Date: _____

FLORIDA POWER & LIGHT ELECTRIC BILLS

As you prepare to move into your apartment, please make sure to set up your utilities right away to avoid any interruption in service. Contact FPL to open a new account or transfer your existing account if you are moving locally. **When setting up utilities (FPL or Comcast), provide your address exactly as follows:**

800 (or 850) North Miami Avenue Apartment
Number
Miami, FL 33136

Do not include "East" or "West" in the address, as this may cause confusion.

COMMUNITY WEBSITE

The Association maintains an official website: www.madisoncondoassociation.com , for the purpose of sharing important community information, including announcements, documents, and other Association updates.

As part of the application process, you will be registered on the Association's website and enrolled to receive official notices and communications via email.

By signing below, you acknowledge and consent to receive Association communications electronically through the website and the email address provided in your application.

You understand that you may opt out of receiving email notifications at any time by updating your preferences on the website or by submitting a written request to the Management Office.

Applicant 1 Signature: _____ Date: _____

Applicant 2 Signature: _____ Date: _____

TECHNICIAN AND CONTRACTOR ACCESS

Please be advised that any technician, vendor, or contractor requiring access to the property must comply with the Association's requirements prior to being granted entry.

The company's Certificate of Insurance (COI) must be submitted to the management office. The **COI must list the Association as the certificate holder and as additional insured** and meet all required coverage limits.

In addition, **an Architectural Modification Application must be fully completed by the Unit Owner and approved before any work begins. Access will not be granted until the application has been reviewed, and written approval has been issued.**

Please ensure all required documents are submitted in advance to avoid delays. If you have any questions regarding the process, contact the management office for assistance.

I/we understand that failure to comply with these rules may result in violations, fines, or other enforcement action as permitted by the Association's governing documents.

Applicant 1 Signature: _____ Date: _____

Applicant 2 Signature: _____ Date: _____

TRASH ROOM / CHUTE POLICY

- Do not leave anything in the trash room (no bags, furniture, boxes, etc.). Each violation will result in a fine.
- Flatten large boxes and place them on the ground floor in the recycling zone (near the hallway to the trash area). Maintenance will dispose of it from there.
- All trash must be bagged, tied, and fit into the opening of the chute.
- Do not use the trash chute for construction debris. Contractors must remove all debris from the property.
- Always close the trash door completely when you leave.

I/we understand that failure to comply with these rules may result in violations, fines, or other enforcement action as permitted by the Association's governing documents.

Applicant 1 Signature: _____ Date: _____

Applicant 2 Signature: _____ Date: _____

RULES AND REGULATIONS FOR MADISON DOWNTOWN CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations have been adopted by the Board of Directors of the MADISON DOWNTOWN CONDOMINIUM ASSOCIATION in accordance with the Declaration and Bylaws to not only protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life.

It should be remembered that the Rules and Regulations do not replace the Declaration and the Bylaws, which the Board of Directors uses as its primary governing document. Both documents are in force and effect. In case of conflict between the wording of these documents, the Declaration and Bylaws shall prevail.

The Rules and Regulations shall apply to all property owners, their residents, family members, occupants, agents, visitors, employees and guests; and shall be enforced by the Board of Directors in accordance with the Declaration and Bylaws.

In establishing and maintaining the Rules and Regulations, or Standards, the Board shall make every effort to ensure that they do not affect unit owner's right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.

The Rules and Regulations may be modified, repealed or amended at anytime by a resolution of the Board of Directors when deemed necessary in the best interest of unit owners/residents and the community.

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. A Unit may be used only for single family residential purposes. No Unit may be partitioned or subdivided, except in accordance with the provisions of the Declaration of Condominium.
3. The number of people occupying a condominium unit shall not exceed the amount permitted by applicable zoning regulations promulgated from time to time by applicable local, County, state and federal codes, ordinances and regulations.
4. The exterior of the building and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
5. The personal property of Unit Owners and occupants must be stored in their respective Units.
6. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, bathing suits or swim wear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property.
7. No Unit Owner or occupant shall permit anything to fall from a window or door of the

Condominium, Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.

8. Installation of drapes or curtains visible from the exterior of the Unit shall have white or off-white, black out type liners used, which liners must be approved by the Association.
9. The sidewalks, catwalks, entrances, passages, fire exits, patios, stairways, parking and like portions of the Common Elements or Limited Common Elements shall not be obstructed and shall not be used for any purpose other than ingress and egress; nor shall carts, carriages, bicycles, chairs, tables, potted plants or any other similar objects be stored therein.
10. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
11. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors, licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
12. No sign, advertisement notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer (for as long as the Developer owns any portion of the Condominium Property, and thereafter by the Board). Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Condominium or on the Common Elements, without the prior written consent of the Board of Directors of the Association. Notwithstanding anything to the contrary contained herein, nothing shall prevent a Unit owner from displaying one portable and removable United States flag in a respectful way.
13. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements such as balconies or patios.
14. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.
15. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Condominium. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items. No equipment, materials or other items shall be kept or stored on any balcony or terrace area of the Condominium, including but not limited to towels, clothing, and bicycles. The foregoing shall not prevent, however, placing and using patio-type furniture, planters and other items in such areas if same are normally and customarily used

for a residential balcony or terrace area. In the event of any doubt or dispute as to whether a particular item is permitted hereunder, the decision of the Condominium Association shall be final and dispositive. Notwithstanding anything herein to the contrary, nothing shall prevent a Unit Owner from displaying one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations. No trash, rubbish, garbage or debris shall be kept or placed in any patio or deck area.

16. To the extent permitted by applicable law, no Owner may install any antenna, satellite dish or other transmitting or receiving apparatus in or upon his or her Unit (and/or areas appurtenant thereto), without the prior written consent of the Board.
17. No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
18. No skateboarding or bicycle riding shall be permitted in the Common Elements or on the Condominium Property. No ball playing shall be permitted in the parking lot.
19. Employees of the Association may not be sent by Unit Owners for personal errands. The Board shall be solely responsible for supervising Association employees.
20. No motor vehicle which cannot operate on its own power shall remain on the Condominium Property for more than seventy-two (72) hours. No vehicle(s) shall be repaired on the Condominium Property. No commercial trucks, trailers, mobile homes, commercial vans, campers, buses, or similar vehicles shall be parked on the Condominium Property. No junk vehicles or other vehicles without current tags shall be permitted in the parking lot. No vehicle shall be parked in a guest parking or in an open reserved parking space for more than seventy- two (72) hours. In the event a vehicle remains for more than seventy-two (72) hours in either a guest parking or in an open reserved parking space, the vehicle will be towed-away at the vehicle owner's expense.
21. No boats, rafts, canoes or other similar craft shall be allowed on the Condominium Property.
22. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.
23. Unit Owners may maintain in his or her Unit aquarium fish and not more than one (1) orderly domesticated pets (limited to dog, cat or caged bird) in their Unit, provided that any pets permitted shall only be allowed to remain in the Unit if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in patio areas, (iii) generally, not a nuisance to residents of other Units or of neighboring buildings and (iv) the combined weight of all pets is under twenty five (25) pounds. Neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any Occupant of a *Unit committing* such a violation shall fully

indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Without limiting the generality of this Section, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.

24. Cooking shall be allowed only in the kitchen of each Unit. No cooking, including the use of barbecue grills shall be permitted on any Unit balcony, walkway or patio other than areas designated by Association.
25. Garbage must be placed inside the trash chute and needs to be inside a garbage bag. Items larger than 11" by 11" in diameter must be taken to the first floor dumpster area.
26. Do not leave any furniture, garbage, cans, etc. in the trash room.
27. No Unit Owner may schedule the moving of furniture or furnishings into or out of the Condominium unless the move has been scheduled with Developer or the Association as the case may be, in order to assure availability of parking and access. All Unit Owners shall be liable for any and all damages resulting to the Condominium Property caused by receiving deliveries, moving or removing furniture or other articles to and from their individual Unit. Notwithstanding anything herein to the contrary, the moving schedule shall be from Monday - Friday from 8:30 a.m. - 5:00 p.m. and Saturday from 8:30 a.m. - 4:30 p.m.
28. No car washing shall be allowed on the Condominium Property using community water unless a common area car wash facility is provided.
29. Any and all alterations, remodeling or modifications to the interior of the Units must have prior written approval from the Board, and, if required, proper permits must be obtained. Any and all such work involving hammering or pounding noise must be done solely between the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday and Saturday between the hours of 8:30 a.m. to 4:00 p.m. All trash, rubbish, garbage and debris resulting from alterations not be left at the dumpster but shall be disposed of at the Unit's Owners expense.
30. The pool is open from sunrise to sunset. The lighted tennis court may only be used between the hours of 8:00a.m. and 10:00 p.m.
31. No hard and/or heavy surface floor coverings, such as tile, carpeting, marble, wood, terrazzo and the like shall be permitted on the balconies. Notwithstanding the foregoing, approval must first be obtained in writing by the Board. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting there from and the Association has the right to require immediate removal of violations.
32. Any enclosed facility designated as a Common Element shall be a non- smoking area.
33. There may be separate rules covering the pool area, clubhouse, tennis area, and any other common area facility which shall be posted on site but are herein incorporated by reference.

34. No hard and/or heavy surface floor coverings, such as tile, marble, wood, terrazzo and the like shall be permitted unless: (i) installed by, or at the direction of, the Developer, or (ii) first approved in writing by the Board of Directors. The Board shall not approve the installation of any hard and/or heavy surface floor coverings (for which approval is required) unless the flooring, or combination of flooring and underlayment product, as fastened, shall be sound rated for a minimum: (i) installed Impact Isolation Class (IIC) rating of fifty-five (55), or (ii) Impact Noise Rating of zero (0). All persons seeking to install hard surface floor coverings must provide the Board with product data from flooring or floor underlayment manufacturers that demonstrates (i) laboratory tested sound ratings in accordance with testing standard ASTM C627, in similar cross-section floor/ceiling assemblies to that used in the Building, meeting or exceeding the standards set forth above, and (ii) that the fastener systems utilized does not impair the effectiveness of the absorption qualities of the flooring or underlayment. Each Unit Owner is solely responsible for floor leveling due to minor inconsistencies of the concrete slab construction and leveling, feathering and patching required to meet the requirements of the applicable local Building Code. The maximum allowable thickness of any flooring (and any flooring underlayment or insulation product) installed in the Unit shall not exceed 1 - 3/4 inches at the entrance threshold to the Unit, however, it must be tapered to a maximum of 1 - 1/2 inches at the entrance threshold to the Unit. Undercutting of Unit entry doors is expressly prohibited, as is any alteration to the saddle at the entry doors to the Unit. Additionally, chipping, grinding and/or bushing of the concrete slab is expressly prohibited, due to the post-tension design of the Building. The installation of the foregoing insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Unit being occupied. Owners will be held strictly liable for violations of these restrictions and for all damages resulting there from and the Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.
35. Those Unit Owners who violate these rules shall be responsible for all costs incurred by the Association, including costs and a reasonable attorney's fee, in the process of rectifying the non-compliance. These costs shall also include the removal of all articles, vehicles and substances from the Condominium Property which were placed thereon in violation of these rules. No fine, cost, charge or attorneys fee shall be incurred by any Unit Owner without the accused Unit Owner having been afforded the rights and benefits hereinafter set forth.
36. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of incorporation of the Association, as amended from time to time. Failure of an Owner or occupant 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 an owner for failure of an Owner, his family, guests, invites, lessees or employees, to comply

with any covenant restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- a. Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.
- b. Hearing. The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
- c. Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- d. Violations. Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- e. Payment of Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- f. Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.
- g. Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

No fine will become a lien against a Unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied Units.

37. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer, except:

- a. Requirements that leases or lessees be approved by the Association (if applicable); and
- b. Restrictions on the presence of pets; and
- c. Restrictions on occupancy of Units based upon age (if any); and
- d. Restrictions on the type of vehicles allowed to park on Condominium Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any acts relating to construction, maintenance, or marketing of Units.

All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

The Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-laws, or reasonable Rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$ 100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$ 1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied Units.

I/we understand that failure to comply with these rules may result in violations, fines, or other enforcement action as permitted by the Association's governing documents.

Applicant 1 Signature: _____ Date: _____

Applicant 2 Signature: _____ Date: _____

SECURITY DEPOSIT & LIABILITY DISCLOSURE

As stated in the Association Bylaws:

“11.1 ...The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant...”

...Unit Owners wishing to lease their Units shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association..”

When renting a Unit, a security deposit equal to one month's rent must be placed in escrow to cover potential damages, violations, or fines caused by the tenant. The escrow deposit is non-interest bearing.

If damages, violations, or fines exceed the amount of the security deposit, the remaining balance will be charged to the Unit Owner's account.

The security deposit may be paid by either the landlord or the tenant and will be refunded to the same party who submitted the payment.

The deposit will be held for the duration of the lease term and will be refunded after the tenant has vacated the Unit and all obligations have been satisfied.

To request a refund, a completed Refund Form must be submitted. Refunds are issued within two weeks after receipt of the request.

If the deposit is paid by check, the funds must be cleared prior to application approval.

By signing below, I acknowledge that I have read and understand the above disclosure and agree to comply with the Association's policies regarding leasing, security deposits, and liability.

Unit Owner:

Name: _____ Signature: _____ Date: _____

Tenant:

Name: _____ Signature: _____ Date: _____

Tenant:

Name: _____ Signature: _____ Date: _____

***FOR RENTAL APPLICATIONS: UNIT OWNER AND TENANT/S NEED TO SIGN**