

RULES AND REGULATIONS OF ABSOLUT CONDOMINIUM ASSOCIATION

Important Note: *These Rules and Regulations Expand on the Declaration of Condominium and Associated By-Laws. As such owners should consult all these documents to fully understand their rights and obligations.*

1. Each Unit shall be used in accordance with applicable zoning requirements and only for residential use. The following uses shall be prohibited in the Condominium: any general commercial use including office or retail.
2. Unit Owners and any other occupants shall not use or permit any use of their premises which would constitute immoral, improper, offensive or unlawful use; further, no use may be made which would be in violation of any federal, state, county, or municipal law, statute, ordinance or administrative rule or regulation, or would be injurious to the reputation of the Condominium.
3. Children shall not be permitted to play in the walks, corridors, or stairways of the Condominium. Loud noises will not be tolerated. All children under the age of 12 shall be accompanied by a responsible adult when entering and/or utilizing the recreational facilities and pool area.
4. Unit Owners, and any other occupants shall be limited to having (2) two pets in their premises. No pets shall be allowed in the pool or in the pool area of the Condominium. No pet shall be left unattended in the elevators, walks, corridors, stairways, balconies, roof terraces or lobby of the Condominium. Unit owners shall pick up all solid wastes from their pets and disposed of same appropriately. Under no circumstances will pets be allowed to relieve themselves in Common Elements.
5. The Common Elements shall be used for furnishing the services and facilities for which they were reasonably intended, and said Common Elements shall not be abused, defaced, littered or obstructed in any way.
6. All structural changes or alterations to any Unit, or any Common Element shall be made only pursuant to the Declaration of Condominium.
7. No radio, television antenna, or any wiring, for any purpose may be installed upon the exterior of the building, and only with the express written approval of the Association shall the aforesaid devices be permitted to be installed on the roof of the Condominium. Installation of satellite dishes shall be restricted in accordance with the following: (i) installation shall be limited solely to the dedicated spaces therefore located adjacent to the air conditioning equipment on the roof of the Condominium Building; (ii) the dish may be no greater than twenty-four (24') inches in diameter, (iii) no more than one (1) satellite dish shall be permitted to be installed for each Condominium Unit, .and (iv) each satellite dish shall be anchored in a secure manner.
8. Televisions, radios, sound amplifiers and musical instruments must be used at such times as will provide a minimum of disturbance to other Unit Owners.

9. No unit owner or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such unit owner or resident.
10. No food, glass containers or alcoholic beverages shall be permitted in the pool area. No Unit Owner and all other occupants shall have more than four (4) guests at one time in the pool area. The use of all recreational facilities shall otherwise at all times be governed by the Rules and Regulations promulgated by the Association.
11. The Association, through its Managing Agent, may retain a passkey to each Condominium Unit for utilization only in the event of an emergency, such as fire, leakage, etc. Any Condominium Unit Owner who alters any lock or installs a new lock on any door of the premises shall immediately provide the Association with an additional key for the use of the Association pursuant to its right of access to each Condominium Unit.
12. No awning or other projections shall be attached to the outside walls of the building. A Unit Owner or occupant shall not cause anything to be affixed to or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows to the Building. Notwithstanding the foregoing any Unit owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be white or off-white.
13. The exterior staircases and walkways shall be used only for the purposes intended, and shall not be used for the hanging of garments or other objects, or for the cleaning of rugs or other household items.
14. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase landing. 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 or storage or disposal of such material shall be kept in a clean and sanitary manner.
15. No Unit Owner shall in any way affix any "for sale" or "for rent" signs or any other kind of notice to the exterior of his Condominium Unit or in any other way allow any signs to be visible to the general public from within his Condominium Unit.
16. Except as may be set forth in the Declaration, no Unit Owner shall, without first obtaining the prior written consent of the Board of Directors make any alterations, modification, decoration, repair, replacement, enclosure or change of the Common Elements, Limited Common Elements, balcony or terrace or the exterior surface of any door or doorjamb which opens into any of the Common Elements or common elements of the Condominium Property, or any exterior hallway lights,

including, but not limited to the erection of any awning, fixtures, storm shutters, or other devices, paintings or wall coverings, or any other changes or alteration which would in any way or manner whatsoever change the physical or visual appearance of any portion of the Condominium Property.

17. Bicycles: Bicycles must be placed or stored in the designated exterior areas including bike lock-ups and ground floor back patios. Bicycles may not be stored on balconies or front garden areas.
18. Barbeques: Portable only barbeques may only be used. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements or Limited Common Elements. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property.
19. Leasing: The Owner of any Condominium Unit is permitted to lease his Unit subject to Section 17 of the Declaration, except that any lease shall not relieve the Unit Owner of his obligation as provided in these Rules and Regulations and Condominium Documents.
20. All limited Common Areas must be kept in a neat and attractive manner, and all plants therein situated must be properly maintained by the individual unit owner.
21. 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. In the event of a Hurricane Warning, all furniture and other objects shall be removed from the roof terraces, terraces and garden patios, unless such furniture has been securely anchored to sustain Hurricane force winds.
22. No window air conditioning unit 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.
23. Parking and Vehicular Restrictions: Parking in or on the Common Areas shall be restricted to the parking areas therein designated for such purpose. No person shall park, store or keep on any portion of the Common Areas any large commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck) nor may any person keep any other vehicle on the Common Areas which is deemed to be a nuisance by the Board. The foregoing shall not, however, preclude such vehicles being on the Condominium Property during periods of construction and/or when performing deliveries. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked on the Common Areas. No person shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Improvements or Common

Areas. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted.

24. No motor vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon except as is necessary. No portion of the Common Areas or private lawns may be used for parking purposes, except those portions specifically designed and intended therefor. Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of Units shall be permitted to use these areas. No Unit Owner nor occupants of Units may park in any designated parking space to which another Unit Owner is assigned. Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration, subject to the applicable laws and ordinances.
25. Enforcement: Every unit owner and lessee shall comply with these Rules and Regulations, any and all rules and regulations which from time to time may be adopted, and provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of a unit owner or lessee to so comply shall be grounds for action which may include, without limitation, as 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 unit owner for failure of a unit owner, or lessee, or their family members, guests, invites or employees, to comply with any covenant, restriction, rule or regulation set forth herein or in the Declaration, By-Laws, or reasonable rules of the association, provided the following procedures are adhered to:
 - a. Notice: The Association shall notify the unit owner or lessee of the infraction or infractions of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated. If such notice includes penalties for the infraction or infractions, included in the notice shall be the date and time of the committee of members of the Association ("the Committee") appointed by the Board of Directors at which time the unit owner or lessees shall present reasons why penalties should not be imposed, the hearing shall not be held prior to fourteen (14) days from notice of said hearing being given. At such meeting, the unit owner or lessee shall have an opportunity to respond to present evidence, and to provide written and oral argument on all issues involved and shall have the opportunity at the hearing to review, challenge and respond to any material considered by the Association.
 - b. Hearing: The non-compliance shall be presented to the Committee after which the Committee shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Committee shall be submitted to the unit owner or lessee not later than twenty-one (21) days after the Committee meeting. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its license 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.

- c. Penalties: The Board of Directors may impose a Fine against the applicable unit owners of up to \$100.00 for each violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided no such fine shall in the aggregate exceed \$1,000.00.
- d. Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition of the penalties.
- e. All monies received from fines shall be allocated as directed by the Board of Directors.
- f. Non-Exclusive Remedy: These fines shall not be construed to be exclusive remedies 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 unit owner or lessee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such unit owner.
- g. The building rules and regulations heretofore enumerated shall be deemed in effect until amended by the Association and shall apply to and be binding upon all Condominium Unit Owners. 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 therefore and good cause shown in the sole opinion of the Board.

26. *[Added 7 March 2014]* Given the potential for construction noise to impact the community, the following restrictions shall be observed:

- a. "Loud" construction noise (that is construction whose noise is reasonably likely to disturb other units) shall only be conducted on weekdays (Monday through Friday) from the hours of 8:00am to 6:00pm. Outside those times work that doesn't reasonably disturb other unit owners is permitted.
- b. Owners will make best efforts to provide at least 48 hours' notice to the Board in advance of "loud" construction.
- c. All bylaws concerning construction and noise that are more restrictive continue to be in force. For clarity, nothing in these rules provide an exemption from city, county, state and other applicable bylaws, regulations, codes and laws.

27. *[Added 2 June 2014]* To help with security, the following restrictions on use of the parking garage will be observed:

- a. Parking spots shall only be used for the parking of automobiles and shall not be used to store any materials including boxes, furniture, auto supplies, etc... Such materials will be removed by the Association with 72-hour notice.
- b. Bike lockers are meant to be used for bicycles and other large recreational items (ex. surf boards, scooters, etc...). Items such as furniture, large building materials (ex. drywall, lumber), large auto parts (ex. tires, engines), large boxes (greater than 10 ft³), trash/trash bags,

appliances, etc... Other items including furniture, building material, etc... will be removed and disposed of. Where the unit number is indicated on items to be disposed of, 72-hour notice will be provided.

28. *[Added 14 July 2014]* To help with security, residents must register their vehicles with the Property Manager. Further, any overnight guest vehicle must be registered with the Property Manager and respect designated parking spots. Unregistered vehicles will receive one written notice to register after which, if no action is taken, they will be removed from the premises after 72 hours.
29. *[Added 31 July 2014]* Further to all existing conditions in the Condominium Declaration, By-Laws and Rules, the following restrictions shall be observed in front gardens:
 - a. No fences shall be erected.
 - b. No hedge shall be planted or allowed to grow beyond the height of the existing building fence.
 - c. Ivy may be grown on the fence but may not extend the height of the fence by more than 6".
30. *[Added 4 August 2015]* With the significant investment in the new roof waterproofing system, the following restrictions will be observed
 - a. No modifications to the roof surface shall be made without express written consent of the Board. Any modifications will be done consistent with the specifications of the Board including material, installation and inspection requirements. Any unauthorized modification will be removed and the roof repaired to its original condition at the unit owner's expense.
 - b. Any furniture kept on the roof will be in maintained in good condition and not impact the surface of the roof including any discoloration or rust. In the case of non-compliant furniture, one written notice will be provided to the unit owner after which, if no action is taken, it will be removed from the premises after 7 days and any damage to the roof repaired at unit owner expense.
 - c. The roof shall not be used as storage for items apart from appropriate furniture and other items meant to be used on the roof.
 - d. Unit owners are responsible for security and safety associated with the items on their rooftop deck. In the case of a hurricane warning for Miami-Dade, all roof contents will be removed and safely stored.
31. *[Added 1 March 2018]* To protect the Association from claims due to damage or injury, no unit owner – including those on the Association Board of Directors – shall authorize repairs, maintenance or improvements on any Common element by parties without appropriate business licensing, workers compensation and liability insurance.
32. *[Added 19 December 2020]* With the increasing number of Electric Vehicles (EVs), the following governs the charging requirements and fees for members of the Association and residents.

Requirements are based on the type of vehicle: Electric Vehicle (EV) vs Low Speed Vehicle (LSVs) as defined by applicable Federal and State law:

- a. Electric Vehicles. Association members and their tenants may operate Electrical Vehicles and park in their assigned spots. As detailed in Florida Statute 718.113(8), unit owners are solely responsible for associated costs of any charging station at their spot including installation, operation, maintenance, and repair. Requests to install charging stations must be provided in writing to the Association for approval, including installation design details and the certified party to perform the work. Please consult Florida Statute 718.113(8) for your full obligations.
- b. Low Speed Electric Vehicles / Neighborhood Electric Vehicles. Association members and residents may operate LSVs and park in their assigned spots or, in the case of scooters and ebikes, in the appropriate common area. Owners and residents may use the electrical connection provided at the scooter parking area to recharge their vehicle subject to a \$20/month flat-rate charge paid in advance to the Association.
- c. Scooters and motorcycles at the common parking area may use the electrical connection for maintenance charging of their batteries with no fee.

33. [Added 5 April 2024] The Association has installed a single-vehicle EV charger in parking spot #12. The following governs the use of this parking spot and charger:

- a. Only Association owners, residents and their guests may use the charger.
- b. Charger users will be responsible for setting up the appropriate on-line account with the charger provider as well as being responsible for all payments associated with their charger use.
- c. Parking spot 12 may only be used for active charging except for users who initiate charging after 7pm in which case vehicles may remain in the spot until 7am. Otherwise the Association may remove non-compliant vehicles at owner expense, with one hour notice to the building resident chat group.