# RULES AND REGULATIONS OF MILANO CONDOMINIUM ASSOCIATION, INC.

	WHEREAS,	the Board	of Directors	recognizes	the need	to revise	and upd	ate the	current
Rules	and Regulatio	ns; and							

WHEREAS, .....

NOW THEREFORE, the Board of Directors adopts the following rules and regulations:

DATED on this 17 day of December, 2013.

MILANO CONDOMINIUM ASSOCIATION, INC.

Mascia Jan

By:

Secretary

# **Rental Rules**

- 1. At least thirty (30) days prior to Owner leasing a unit to a tenant, the Owner must submit the tenant information form to the Board of Directors or its agent. The Owner can obtain a copy of the tenant information form by contacting the management office.
- 2. An Owner may only lease his/her unit one time per year.
- 3. Each lease agreement must have a minimum term of at least 90 days in length.
- 4. The Association requires the Owner to use the form lease agreement attached as Exhibit A to the Rules.
- 5. At least fifteen (15) days in advance of the arrival of the tenant(s), the Owner will furnish the tenant for an informal meeting with the Board of Directors or its agent to discuss the Rules and Regulations of the Association.
- 6. The Owner must provide the executed lease agreement to the office of the Association within seven (7) days in advance of the arrival of the tenant(s).

### Pets

- 1. When outside of the Unit, all pets must be accompanied by an attendant who shall have such pet or animal firmly held by collar and leash. No pet or animal shall be permitted to run at large outside the Unit.
- 2. All Pets shall be walked in designated areas.
- 3. The Owner/custodian of each pet and/or the individual walking same, shall be required to clean up after the pet.

### **Installation of Flooring**

- 1. Any Owner wishing to install any hard surface flooring materials (including but not necessarily limited to ceramic tile, marble, and wood) in his/her unit above the first floor is required to install a sound control underlayment system which insulates against noise transmission. Installation of the sound control underlayment system shall include provisions for a perimeter isolation material which will ensure that impact noises are not transmitted into other Unit(s) either directly through the floor or by planking through the surrounding walls.
- 2. Prior to the installation of the hard surface flooring, the Owners must comply with Section 18.28 of the Declaration.
- 3. During the installation of the hard surface flooring and sound control underlayment system, the Association may inspect the installation of the hard surface flooring and sound control underlayment system.
- 4. At the completion of the installation, the Association may require a contractor to sign an affidavit attesting to the type of sound control underlayment system installed beneath the hard surface flooring and its compliance with the Rules stated herein.

# **Parking**

- 1. No motor vehicles or automobiles which from visual inspection cannot operate on its own power shall remain on the property for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon, except for minor repairs necessary to permit removal of the motor vehicles or automobiles.
- All Motor vehicles or automobiles must have license plates and registration displayed. All
  motor vehicles or automobiles must have a current registration sticker displayed on their
  license plate.
- 3. All motor vehicles or automobiles that have broken windows, tom tops, missing parts, extreme rust, or severe body damage are not permitted. They will be towed at the owner's expense, as explained in Rule 7 below.
- 4. No portion of the Common Elements may be used for parking purposes, except those portions specifically designated and intended for said use.
- 5. All motor vehicles or automobiles shall not be parked in any designated parking space that are designated or assigned to an Owner or unit, unless authorized to park in that designated parking space. Residents allowing other motor vehicles or automobiles to use their assigned parking spaces must advise the office in writing. All written permission must be updated when changes occur and/or on November 1 each year.
- 6. All motor vehicles or automobiles must be registered with the Association.
- 7. All motor vehicles or automobiles which are in violation of these rules and regulations shall be subject to being towed by the Association at the expense of the owner of the motor vehicles or automobiles, subject to applicable laws and ordinances.
- 8. Speed limit (5 mph), stop signs, and all other traffic signs, and laws, must be obeyed at all times.
- 9. All motor vehicles or automobiles must fit in the parking space.

#### <u>Miscellaneous</u>

1. In the case of an accident or injury within the Association's Development, Property, or Clubhouse, all Owners, Tenants and/or Guests must notify the Association office of the incident at least thirty (30) days from the date of the incident and complete an incident report form that will be furnished by the Association.

The foregoing Rules and Regulations are subject to amendments as provided in the Declaration of Condominium and the By - Laws of the Association.

The foregoing Rules and Regulations are designed to make living for all unit owner(s) pleasant and comfortable. The restrictions imposed are for the mutual benefit of all.

# Exhibit "A"

# MILANO CONDOMINIUM ASSOCIATION, INC. RULES AND REGULATIONS

- 1. The sidewalk, entrance, passages, if applicable, vestibules, stairways, co1Tidors, halls and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, bicycles, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored therein. Children shall not play or loiter in halls, stairways, or other public areas. For security purposes, all doors leading from the building to the outside or from the garages into stairways or the Condominium building shall be closed at all times and shall not be blocked open. No cigarettes or cigars are to be extinguished in hallways, stairways, parking lot, pool/spa, and Common Areas.
- 2. Exterior apartment doors must not be blocked or otherwise left open.
- 3. The personal property of all Unit Owners shall be stored within their Condominium Units or assigned storage areas.
- 4. No garbage cans, supplies, milk bottles or other articles shall be places in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, or balconies, or exposed on any part of the Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material.
- 5. No Owner shall allow anything whatsoever to fall from the windows, balcony, or doors of the premises; nor shall he/she sweep or throw from the premises any dirt or other substance into any of the corridors, halls and balconies, elevators, ventilators, elsewhere in the building or upon the ground.
- 6. Refuse and bagged garbage shall be deposited only in the area provided, therefore. In this regard, all refuse must be bagged in sealed garbage bags and placed inside of the dumpsters.
- 7. Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any purpose other than those for which they were constructed. Any damages resulting from misuse of any of such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, invitee, servant, lessee, or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.
- 8. No wind chimes shall be placed in balcony areas.
- 9. Employees of the Association shall not be sent out of the building by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.
- 10. The parking facilities shall be used in accordance with the regulations therefore adopted from time to time.
- 11. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used, where applicable, on any ten-ace or balcony may be determined by the Board of Directors of the Association, and a Unit Owner shall not place or use any item, where applicable, upon any terrace or balcony without the approval of the Board of Directors of the Association.

- 12. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony walls, railings, ceilings, or doors, shall not be painted, decorated, or modified by a Unit Owner in any manner without the prior consent of the Association.
- 13. Other than an United States flag respectfully displayed, nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door or balcony of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association. In addition, pursuant to 718.113(4), Florida Statutes, which was amended by Chapter 2003-23, Laws of Florida, effective July 1, 2003, a unit owner on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day is permitted to 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.
- 14. Nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior-of any Unit or balcony or exposed on or projected out of any window, door, or balcony of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.
- 15. No interior of a Condominium Unit shall be altered in any manner such would have any effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or on any of the Common or Limited Common Elements without the prior written consent of the Association, except that, to the extent pe1mitted by law, this role shall not apply to the Developer.
- 16. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort, or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instn.m1ent, or operate or suffer to be operated a phonograph, television, radio, or sound amplifier in his Unit in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing after 11:00 p.m. of each day. No Unit Owners shall conduct or permit to be conducted vocal or instrumental instruction at any time.
- 17. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Condominium Unit or Condominium Property by any Unit Owner or occupant without written pe11nission of the Association or as otherwise provided in the Declaration.

- 18. No awning, canopy, shutter, or other protection shall be attached to or placed upon the outside walls or doors or roof of the building without the written consent of the Board of Directors of the Association. The exterior appearance of all window coverings shall be white in color.
- 19. The Association may retain a pass-key to all Units. In lieu of a pass-key, the Association shall have a duplicate key. In the event the Unit Owner fails to supply either a pass- key or duplicate key, and entry into the Unit by the Association is permitted in accordance with the Declaration, Articles, By-Laws or these Regulations, the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or By-Laws of the Association. Entry will only be made after pre-arrangement with the respective Unit Owner or the occupant of the Condominium Unit. Nothing herein shall relieve the Association of its duty of ordinary care in carrying out its responsibilities, nor from its negligence or willful activities that caused damage to a Unit Owner's property.
- 20. Complaints regarding the service of the Condominium shall be made in writing to the Association.
- 21. No flammable, combustible, or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto or storage area, except such as are required for normal household use.
- 22. Payments of monthly assessments shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of such party as the Association shall designate. Payments of regular assessments are due on the first (1st) day of each month, and if such payments are ten (10) days or later, they are subject to charges as provided in the Declaration of Condominium.
- 23. No bicycles, scooter, baby carriages, similar vehicles, toys, or other personal articles shall be allowed to staild in any driveways, Common Elements or Limited Common Elements.
- 24. The Condominium Unit shall be used solely for purposed consistent with applicable zoning laws. No trade, business, profession, or other type of conm1ercial activity may be conducted in or from any Condominium Unit.
- 25. A Unit Owner shall not permit or suffer anything to be done or kept in his Condominium Unit which will increase the insurance rates on his Unit, the Common Elements or any poliion of the Condominium or which will obstruct or interfere with the rights of other Unit Owners of the Association.
- 26. Advance arrangements shall be made with the Association before moving furniture or bulky personal belonging into or out of the building.
- 27. Rugs, mats, etc. may not be placed outside the Condominium Unit entrance doors.
- 28. No solicitors are to be permitted on the Condominium Property at any time except by individual appointment with residents.
- 29. When in beach attire, all chairs and lounges must be covered with a towel before use.

- 30. Unit Owners are responsible for any damages to the Common Elements or Limited Common Elements caused by themselves, their family, guests, invitees, servants, lessees, and persons who are on the Condominium Prope1ty because of such Unit Owner.
- 31. Food and beverage may not be consumed outside of a Unit, except in such areas as are designated by the Board of Directors of the Association.
- 32. Provisions in the nature of Rules and Regulations are specified in the Declaration of Condominium.
- 33. The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.
- 34. Rules and Regulations as to the use of the recreational facilities shall be posted, and ach Unit Owner, as well as his family, guests, and invitees, shall observe all Rules and Regulations.
- 35. All owners, guests and renters must register at the office upon arrival and acknowledge receipt of all House Rules and comply with same.
- 36. Assigned parking is in the garage and each numbered space is assigned to a unit. PLEASE DO NOT PARK IN SOMEONE ELSE'S PARKING SPACE. Under no circumstances can you park in another owner's space without written permission from the management or owner. Parking spaces may be used for parking automobiles that are in operating condition and for no other purposes. Owners must vacate their space when the unit is rented. You must provide parking for your guests or renter. Otherwise, the renter must park outside in the undesignated space. Trucks, commercial vehicles, campers, recreational vehicles, boats, trailers, or any vehicle not susceptible to registration by the State of Florida as an "automobile" may not be parked in parking spaces and may not be kept on the common property. (This pertains to scooters, motorcycles, and mopeds). All garages and carports that are owned and leased must provide documentation for such parking space. If you are parking in a garage or carport or another resident parking space, you will be subjected to being towed at your own expense. Driving and parking violations are subject to a time. Commercial vehicles of any type are not permitted to park overnight in any parking are or on premises. A fee of \$100.00 will be charged per day for any parking violation. This charge will be billed directly to the unit owner's account. If the vehicle is not moved with five (5) days after violations, it will be towed.
- 37. The use of gas-fired or charcoal-fired cooking grills is prohibited. There is no cooking allowed of any type of balconies.
- 38. Skateboarding or rollerblading is prohibited in common areas.
- 39. The Association must approve any flooring placed in the Units other than carpeting.
- 40. In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase, or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

### 1. NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK.

- 2. No diapers in the pool. Children not toilet trained must wear approved waterproof pants over diapers. Disposable diapers are not allowed. Swim diapers only.
- 3. No floating devices in pool. No rafts, beach balls, surf boards or similar beach equipment is permitted in pool or pool area.
- 4. Children under 12 may not swim or use the pool areas unless accompanied and supervised by an adult.
- 5. Cover-ups and footwear are required in all common areas. A towel does not constitute a cover-up. No nudity is allowed in the pool or spa area.
- 6. Suntan lotion and sand must be removed before entering pool. Use the shower provided at comer of pool.
- 7. Cover lounge chairs with a towel if using suntan lotion.
- 8. Lounges or chairs are not to be removed before from the pool deck. Do not drag chairs across pool deck.
- 9. Running, horseplay, climbing, ball or Frisbee playing, or other noisy activities are not pem1itted in or near pool area. Parents are responsible for the behavior of their children.
- 10. Glassware and bottles are not permitted in or near the pool area, only non-breakable plastic containers (State Law).
- 11. Pets are not permitted in pool area, even if carried.
- 12. Shower before entering the pool.
- 13. Cigarette and cigars must be placed in the appropriate receptacles.

### **VENDOR RULES AND REGULATIONS**

### **Construction Guidelines**

- 1. Vendors, Movers and Cleaning Services are not permitted to work on weekends. Work is permitted Monday thru Friday between the hours of 8:00 a.m. to 4:00 p.m. Please notify your vendor of this rule in advance.
- 2. <u>Unit Access:</u> The owner must email, fax, or call the office giving permission to allow unit access. This rule applies to family members as well. No entry is granted without proper authorization.
- 3. <u>License and Insurance</u>: License and insurance information must be provided to the management before the subcontractors will be given permission to commence work.

- 4. **Notification of Construction Crews to be on Site:** The contractor, sub-contractors or owner of the unit must submit a specification plan and authorization from the Manager at least three (3) days in advance. This will allow staff to protect elevators, common areas and to review the plans to ensure compliance.
- 5. <u>Sub-contractors' Parking:</u> Vendors are required to park vehicles in designated parking area. Vendors must register at Management Office on Lobby floor. Vendors are to use padded elevators only.
- 6. **Specifications:** A copy of specifications outlining the exact procedure, color, and material to use in order to remain uniform throughout the property may be obtained at the Management Office and must be followed. [Written approval must be obtained from the Board of Directors for the following trades:
  - 1) Hurricane Shutters, 2) Satellite Dishes, 3) Floor Tiles for correct underlayment.
- 7. <u>Trash Removal:</u> Trash generated from sub-contractors may not be disposed of on the Property.
- 8. Responsibility for Damage to Building: Grout or thin set may not be disposed of in the unit plumbing. Workers will be expected to remove their own material. Sub- contractors are not to leave or perform any work in the common areas. Trades using material such as paint, tile, woodwork, etc., must be neatly lay heavy paper or plastic from the elevator door to the unit in order to prevent any damage to carpet. All common areas will be inspected at the end of each day. The cost of any repairs to the common area or to the other units will be assessed to the owner/sub-contractors.

ANY VENDOR FOUND TO BE IN VIOLATION OF THESE GUIDELINES WILL NOT BE PERMITTED TO RETURN TO THE PROPERTY UNTIL THE VIOLATION HAS BEEN CORRECTED AND PAYMENT HAS BEEN MADE FOR DAMAGES.

# MILANO CONDOMINIUM ASSOCIATION, INC.

# PROOF OF RECEIPT OF DOCUMENTS

Please sign below as proof that you received the documents for Milano Luxury Residences.

**Print Name** 

Date