

**RULES AND REGULATIONS  
FOR  
THE ASHLEY CONDOMINIUM ASSOCIATION, INC.**  
*Modified Nov. 22, 2024*

Permanent and seasonal residents are attracted to the maintenance-free lifestyle provided in condominium communities. While the benefits derived from condominium ownership are appealing, they nonetheless require each unit owner to accept rules and regulations that, at times, may infringe on personal liberties in the interest of the common good of the association.

The following Rules and Regulations supplement those contained in the Declaration of Condominiums for The Ashley, a Condominium (the "Declaration"). They are applicable to all Unit Owners, Occupants, Renters and Guests. Each of the Rules and Regulations shall be in accordance with all applicable county and state codes, ordinances and regulations.

**1. Use of Common Elements.**

- a. The Common Elements are for the exclusive use of the Association members, lessees, and their respective family members, guests, and visitors.
- b. Proper attire, including shoes, tops, and bottoms, must be worn at all times while in Common Elements inside and outside of the building.
- c. Scooters, roller blades, roller skates, skateboards or similar recreational devices are prohibited to be used on the Common Elements and Condominium Property. Any person using the Common Elements and/or Condominium Property for these activities assumes all risk of injury or damage.
- d. No signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, or on any part of the Common Elements or Common Areas, or any part of a Unit that is visible to the outside.
- e. **Solicitation.** There shall be no solicitation by any person anywhere in the buildings for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.

**2. Ingress to and egress from the building.**

Sidewalks, entrances, passages, lobbies, laundry rooms 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.

**a. Service entrance**

- i. All moving, deliveries, groceries, contractors and workers are to use the Service Entrance and Service elevator.
- ii. Securely close the service entrance door after each use, please do not let this door slam.
- iii. Moving in and out of the building may only take place Monday thru Friday. No Saturday or Sunday. A \$1000 deposit is required and will be returned if no damage is done to the Common Elements and areas.
- iv. Owners/Residents must promptly return the building's shopping carts back to the location that they were retrieved from.

**3. Storage of personal property**

- a. The personal property of Unit Owners and occupants must be stored in their respective Units or their designated Limited Common Element storage area.
- b. No carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects may be stored on sidewalks, or in passages, entrances, lobbies, laundry rooms or hallways.

**4. Elevators.**

In accordance with Florida Law, any person incapable of safely and properly operating elevators is not permitted on any elevator without being accompanied by a responsible person capable of safely and properly operating the elevator.

**a. Service elevator**

- i. All moving, deliveries, groceries, contractors and workers are to use the Service Entrance and Service elevator.
- ii. Notify Maintenance of need to monopolize the service elevator in the event of a move in or move out so that the pads can be placed on the walls to protect the cab.
- iii. Residents must clean up service elevator of any residual from workers so that it is not tracked into the building.

**5. Swimming pool and swimming pool area.**

Unit Owners, tenants, guests and visitors using the Common Element swimming pool do so at their own risk and shall obey the posted swimming pool and swimming pool area rules.

- a. In accordance with Florida Law, please note that you swim at your own risk – no lifeguards are on duty. Running and diving are not permitted.
- b. Chairs and other amenities in the pool area are for use in the pool area only and may not be taken elsewhere.
- c. In accordance with Florida Law, persons who are not toilet trained or who are incontinent must wear appropriate, snug fitting “pool pants” to enter the swimming pool. Dirty pool pants shall not be disposed of at the pool. If there is a fecal “accident” in the pool, management of the Condominium must be notified immediately so the proper Health Department procedures can be followed. Please notify a Board member.
- d. All persons using the swimming pool must be appropriately attired (no nudity at the pool areas; cover-ups must be worn to and from the pool). Bathing attire is not permitted in any areas except the pool area. Cover-ups are required in the interior common areas
- e. Please be sure to dry off thoroughly before entering the hallways, bathrooms and service elevators to prevent water from dripping on the floors.
- f. The CDC urges all persons using the pool to shower before entering the swimming pool.
- g. If suntan oil is used, a beach towel must be used to cover pool lounges and other patio furniture.
- h. In accordance with Florida Law, animals are not permitted in or near the general swimming pool area.
- i. Radios, televisions, phones, or other sound emitting devices are not permitted in the pool area, except when used with headphones or otherwise used in manner that cannot be heard by others in the pool area or the building.
- j. Running, jumping, shouting, rough housing, skating or any other activity that creates a danger or annoyance in the general swimming pool area, is prohibited.
- k. In accordance with Florida Law, beverages or food may not to be consumed while in the swimming pool/sauna.
- l. In accordance with Florida Law, no breakable bottles or cups, glass, or sharp objects are permitted in the swimming pool area.
- m. As a courtesy, please avoid smoking around others when in the swimming pool area.
- n. Reserving chairs and tables in advance, is prohibited.
- o. All accidents are to be reported to the manager of the Association.

**6. Grilling station and grilling station area.**

Unit Owners, tenants, guests and visitors using a Common Element grilling station do so at their own risk.

- a. Only Unit Owners, guests and visitors are to utilize the exterior amenities.
- b. All persons using the grills are responsible for cleaning up after use. This includes picking up trash and scraping the grill using the brushes and tools supplied. Please do not use commercial cleaners on the grills.
- c. Never leave cooking unattended.
- d. The grilling station area can be dangerous to people unfamiliar with the equipment. All persons unfamiliar with the equipment and its dangers must be accompanied by a responsible person capable of properly and safely operating the equipment when in the grilling station area.
- e. Entry to and from the grilling station area when transporting food or drink for use in the grilling station area is by use of the Service Elevator through the Service Corridor.

- f. Animals are not permitted in or near the general grilling station area.
- g. Radios and televisions, and other sound systems are not permitted in the grilling station area, except when used with headphones.
- h. Running, jumping, skating or any other activity that creates a danger or annoyance in the general grilling station area, is prohibited.
- i. For everyone's safety, no smoking is permitted within 10 feet of an active grill.

## **7. Laundry**

- a. Laundry equipment is provided on each floor for the residents of that floor. If a resident or their housekeeper wants to use laundry equipment on another floor, the resident must obtain permission from the residents on the other floor.
- b. Empty the washer and dryer promptly at the end of each cycle.
- c. Clean the lint screen in the dryer after each use. Failure to do so creates a fire hazard, shortens the life of the equipment and lengthens the time it takes to dry.
- d. Clean up any spills or mess promptly so that others will not slip and fall, and so that dirt is not tracked into the hallway.

## **8. Parking.**

### **a. Restrictions.**

- i. Only currently licensed passenger vehicles, mini vans, and sport utility vehicles equipped with original manufacturer's factory design bodies may park on the property.
- ii. Guest vehicles meeting the above descriptions may park in visitor/guest parking spaces as available. No long-term parking in visitor/guest spaces is permitted. Visitor/guest parking spaces may only be used by visitors and guests. These spaces may NOT be used by residents as permanent parking spaces or for vendors or service vehicles unless arranged with the manager of the Condominium Association and coordinated with the Building Maintenance Engineer.
- iii. No Owner or guest may park in a parking space that has been assigned to another Unit Owner without prior authorization from the owner or lessee of said parking space.
- iv. No vehicle may park in any area not striped and marked for parking or in any manner that will obstruct traffic. No parking is allowed on any lawn or grassed area, sidewalks, curbs, landscaped area, traffic lanes, or dumpster pads. No vehicle may double park, protrude onto or in any manner block or interfere with access to the vehicular easement areas, parking areas, another parking space, or any other area not within a specific parking space. No parking space may be blocked, even if the parking space is assigned to the Unit Owner who is blocking the space.
- v. No vehicle may be brought onto the property which does not fit within the available parking spaces, except for delivery or service vehicles as arranged with the manager of the Condominium Association and coordinated with the Building Maintenance Engineer.
- vi. No repair, cleaning, detailing or maintenance of any kind is to be done to vehicles in parking spaces or within the Common Elements or Limited Common Elements, except in the area specifically designated by the Association.
- vii. No boats, trailers of any kind, all-terrain vehicles, panel trucks, golf carts, disabled and stored vehicles, recreational vehicles, water vessel, commercial vehicles, or work trucks shall be parked on or adjacent to the Condominium Property without the prior approval of the Association.
- viii. No vehicles other than those owned by a Unit Owner, a family member, a permitted lessee, or a guest of a Unit Owner, or by an employee of the Association are permitted in the parking areas.
- ix. No vehicle shall be allowed to drip oil or other hydro-carbons onto the parking areas.
- x. No vehicle that cannot operate on its own power shall remain on the Condominium premises.
- xi. Due to Florida's unpredictable strong winds and to prevent damage to property, no vehicles may be stored in an uncovered parking space (assigned or non-assigned) with tarps or other protective coverings over or affixed to such vehicles.

- xii. All commercial vehicles or vehicles with commercial signs affixed or placed in or on the vehicle are prohibited.
- xiii. Advertising or displaying of any commercial, charitable or institutional markings of any kind on vehicles, whether commercial or for personal use, is prohibited.
- b. **Parking Space Assignments.**
  - i. Only the Board may assign or reassign a parking space.
  - ii. Parking spaces are granted for a one-year period beginning on January 1, each year at a rate of \$1,000 annually due and payable by January 10th of each year. The Board reserves the right to adjust the rental fee annually, as necessary.
  - iii. All additional parking spaces assigned will revert to the Association for reassignment upon the sale of a unit, or the release of the rented parking space, or for non-payment of the annual rental fee.
  - iv. Parking spaces are assigned by the Board based on availability. No vehicles other than those owned by a Unit Owner, a family member, a renter, an invitee, or a guest of a Unit Owner or renter, are permitted to park in a rental parking space. A unit owner and/or renter may be assigned only one rental parking space for the unit they occupy. No more than one rental parking space will be assigned to a unit no matter how many vehicles the Unit Owner, or renter owns. This may be revised from time to time as necessary.
- c. **Towing.**
  - i. Any vehicle parked on Ashley Condominium property contrary to the provisions contained herein shall be subject to towing in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle.
  - ii. Towing shall not be the exclusive remedy of the Association.
- d. **Electric car charging**
  - i. Unit Owner who desires to install an electric vehicle charging station on or within portions of the Condominium Property for use in connection with a Limited Common Element parking space that is an appurtenance to their Unit may do so in a manner that complies with the recorded documents that govern the Condominium Property, that complies with the provisions of Section 718.111(8), Florida Statutes, and that will otherwise protect the Association and the rights of other Unit Owners within the Condominium Property. The Unit Owner will provide sufficient information to the Association in advance and in writing in connection with their plan to install an electric vehicle charging station on or within portions of the Condominium Property for use in connection with a Limited Common Element parking space that is an appurtenance to their Unit and will be required to reimburse the Association for any costs that may be or have been incurred by the Association in upgrading or expanding the Common Elements of the Condominium Property to permit such installation. Additional information and full compliance with Florida Statutes 718.111(8) must be adhered to.
  - ii. Electric vehicles of owners or renters who do not wish to install an electric charging vehicle station and prefer to use their "trickle" charger plugged into a common element electrical outlet will incur a cost to be determined by the Board based on battery size and charge duration. This rate will be revised as needed from time to time.
- e. **Other.**
  - i. The parking facilities shall be used in accordance with the rules and regulations adopted by the Board of Directors.
  - ii. The Board of Directors is authorized to adopt additional rules and regulations regarding parking, vehicle restrictions, and assignment of parking spaces.
- 9. **Balconies.**
  - a. No articles other than patio-type furniture, plants, and electric grills shall be placed on the balconies, or other Common Elements or Limited Common Elements. All approved items on the balcony must be promptly removed when a hurricane warning is in effect.
  - b. Plant containers must be placed on saucers or inside containers in order to prevent dripping and splashing from the balcony onto the properties below. Water must not be allowed to stagnate in containers.

- c. No gas or propane barbecue grills shall be permitted on the balconies. Cooking on the balconies is permitted only by use of an electric grill, pursuant to the National Fire Protection Handbook and Life Safety Code, adopted in Section 14.58 of the Miami-Dade Code of Ordinances.
- d. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, buckets or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, railings or other portions of the Condominium or Association Property.
- e. See also **Hurricane and prolonged absence preparations** below.

**10. Windows and building exterior.**

- a. Window air-conditioning units are prohibited.
- b. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements by any Unit Owner.
- c. No signs, billboard, display poster, flags or banners or other advertisement or promotion of any kind, including without limitation, political posters, religious structures, religious advertisements, those of real estate licensees, contractors and subcontractors, and construction lenders shall be placed, erected or displayed from a Unit, a Common or Limited Common Element or a motor vehicle.
- d. A Unit Owner, renter or occupant shall not cause anything to be permanently affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings or windows of the Building except such flag as must be permitted under state or federal law.
- e. 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.
- f. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
- g. No wiring may be installed or placed on the exterior of any Unit and no roof may be penetrated for any purpose.
- h. The exterior of a Unit may not be penetrated for any purpose.

**11. Hurricane shutters.**

- a. Unit Owners shall not install hurricane or storm shutters without the prior approval of the Association.
- b. The Board of Directors shall have the right to adopt additional rules and regulations regarding hurricane shutters, including but not limited to, design, color, location and use thereof.
- c. The installation, replacement and maintenance of such hurricane shutters in accordance with this paragraph shall not be deemed to be a material alteration of the Common Elements.

**12. Damage to Condominium Property.**

- a. Neither Unit Owners, their family, guests, invitees, nor their employees shall mark, mar, damage, destroy, deface or engrave any part of the Condominium property.
- b. No Unit Owner shall cause to be placed any weight on any portion of his Unit which shall interfere with the structural integrity of the building.
- c. Unit Owners shall be financially responsible for any damage.

**13. Garbage, Trash and Recycling.**

No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Condominium Association.

- a. Garbage and other refuse shall be placed in plastic bags, securely tied, and placed by hand down the garbage chute.
- b. No garbage, garbage containers or garbage bag may be kept outside of the Unit either on balconies or other Limited Common Element areas.
- c. Garbage bags must be placed inside the dumpster and not on the floor or in the recycle bins.
- d. Recycling bins are provided.
- e. Newspaper recycling bin is for paper and cardboard only.

- f. All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition.
- g. **Trash pickup** days are Monday, Wednesday and Friday.
- h. **Recycle pickup** is on Thursday.
- i. **Boxes** must be broken down and not left on top of recycle bins or the ground.
- j. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with.
- k. **Large bulk refuse** is the responsibility of the owner to arrange for a salvage pick up. Under no circumstances is it to be deposited in the carports, placed in the garbage room or placed in the dumpster.

**l. Plumbing fixtures**

- i. All plumbing and plumbing fixtures shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown into them. The cost of any damage resulting from misuse shall be borne by the Unit Owner causing the damage.
- ii. Cooking grease and oils may not be disposed of in the sink drain, or commode, separate container must be used for disposal of such materials.
- iii. Installation of garbage disposals in individual units is prohibited due to the age and condition of the Building's pipes.

**14. Dangerous substances.**

No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, Limited Common Elements or in the Common Elements or Common Areas, other than as is reasonable and customary in vehicles and/or in cleaning supplies.

**15. Noise.**

- a. No Unit Owner or occupant shall make or permit any disturbing noises to be made by the Owner's family members, employees, pets, agents, tenants, visitors, or 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.
- b. No Unit Owner, family member, lessee, guest, visitor, or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a stereo, television, radio or sound amplifier in his or her Unit or any Common Element in such a manner as to disturb or annoy other residents (unless in connection with an Association sanctioned event).
- c. No Unit Owner, family member, lessee, guest, visitor, or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time that disturbs other residents.

**16. Odors.**

No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Unit Owner. Normal cooking odors normally and reasonably generated, shall not be deemed violations of the regulation.

**17. Animals.**

Pets and other animals, reptiles, birds or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration of Condominium:

- a. A total of two (2) cats may be maintained in a Unit. All other pets are prohibited.
- b. Pets must be properly licensed, vaccinated and quarantined in accordance with applicable law.
- c. Any pet causing or creating a nuisance, or unreasonable disturbance or noise may be required to be permanently removed from the Unit and the Condominium Property upon ten (10) days written notice from the Condominium Association. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, scratching or unhygienic offensiveness.
- d. Pets may not be left unattended on balconies.

- e. Pets may not access passenger elevators and must access and exit the Condominium by the service elevator only.
- f. Cats are not permitted outside of their owner's Unit unless carried in a pet carrier/stroller.
- g. No pets may be kept on balconies when the Unit Owner is not in the Unit.
- h. No reptiles, animals or other pets of any kind are permitted.

**18. Employees and management.**

- a. Employees of the Association are to be treated with respect at all times.
- b. Employees of the Association may not be sent out by Unit Owners or occupants for personal errands.
- c. Tipping of Employees of the Association is permissible.
- d. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the Employees of the Association, or employees of vendors or contractors who are on the premises to do business with the Association.
- e. No Unit owner, tenant, resident nor their guests may interfere with the management and operation of the Association.
- f. No Unit owner, tenant, resident or their guests may engage in any abusive or harassing behavior (verbal, written, texted, posted on social media, or physical), or any form of intimidation or aggression directed at other Unit Owners, residents, guests, occupants, invitees, Association employees, vendors, or contractors, management, or the board of directors.

**19. Guests.**

- a. Unit Owners are responsible for notifying the Board via email before non-resident family members, guests, and visitors may utilize Association amenities.
- b. The Unit Owner is responsible for all actions of such family members, guests, and visitors while on the Condominium Property, including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association.

**20. Emergency Access and Unit Keys**

- a. Unit Owners must abide by right of entry into Units in emergencies. In case of any emergency originating in, or threatening, any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the Manager, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.
- b. To facilitate entry in the event of any such emergency, the Unit Owner must provide a key or combination for entry to the Unit to the Board.
- c. If a key is not provided by a Unit Owner, the Association shall have the right to break the lock in the event of any such emergency.
- d. Two Medeco Masterkeys are provided to each owner from the previous owner of the unit at the time of closing. Additional keys may be purchased at \$50 each.

**21. Hurricane and Prolonged Absence Preparations.**

- a. A Unit Owner, renter or occupant who plans to be absent from their Unit for more than seven (7) consecutive days, or for any length of time during the hurricane season, must prepare their Unit prior to departure.
- b. All items must be removed from the patio/porch/balcony.
- c. Unit Owner, renter or occupant must designate a responsible firm or individual to care for their Unit during their absence in the event that the Unit should suffer hurricane or other damage.
- d. Each Unit Owner must furnish the Association with the name of such firm or individual.

**22. Air conditioning and hot water heaters**

- a. Owners are responsible for any damage to the building's common areas or to another owner's unit from malfunctioning AC units or water heaters.

- b. Owners are requested to arrange for maintenance on their AC equipment at least twice a year.
- c. Owners should periodically check for leaks and maintenance needs of their hot water heater.

### 23. Unit Alterations

- a. **Scheduling.** Construction, remodeling, etc., may only occur Monday through Friday from 9am to 5pm. All common areas are to be cleared and free of debris. Hallway carpeting is to be protected and service elevator is to have pads installed. Prior to commencing any projects, the Unit Owner must inform the Board.
- b. **Unit Owner Responsibility for Acts of Third Parties.** The rules set forth herein for decorators, contractors, subcontractors, materialmen, suppliers and any third party performing any service or work for any Unit Owner (collectively, "Vendors"), including, without limitation, any additions, alterations, improvements, construction, remodeling or reconstruction of any type or kind (collectively, "residential work"), must be complied with. These rules are in addition to all other provisions of the Condominium Documents with regard to Vendor's performing residential work on the Condominium Property. Upon discovery of any non-compliance with these rules or provisions of the Condominium Documents, the Association may assess fines or reject any submitted requests for improvements. Each Unit Owner is responsible for the actions and inactions of any Vendor while on the Condominium Property. Vendors are on the Condominium Property at their own risk and each Unit Owner agrees to indemnify and hold harmless the Board, the Association, and the manager of the Association from any liability or damages which might arise in connection with such Vendors' activities on the Condominium Property. All work completed by Vendors must comply with any applicable design guidelines and approvals, these rules and regulations, and the Condominium Documents.
- c. **Construction Projects Requiring a Permit and/or Remodeling.** Unit Owners may not engage in construction projects that require a permit from a governmental entity or any remodeling activity that may constitute a nuisance (i.e., noise, dust, etc.), except with prior written approval of the Board of Directors, and then, only following the permitted times above.
  - i. Remodeling activity that constitutes a nuisance shall be as determined by the Board of Directors from time to time and shall include, but not be limited to, activities:
    - 1. involving the use of power equipment such as drills, saws, compressors, nail guns, and the like, which create noise, as determined by the Board.
    - 2. resulting in the creation of noise that can be heard outside of the Unit, such as excessive hammering, regardless of whether power equipment is used or not, as determined by the Board.
    - 3. rendering the Unit uninhabitable during the performance of the work.
    - 4. involving the presence of work crews or significant numbers of workers, as determined by the Board.
  - ii. The Board reserves and retains the right to require Unit Owners engaged in construction projects that require a permit from a governmental entity or any remodeling activity that may constitute a nuisance to retain a licensed project manager, approved by the Board, to oversee the activities of the Unit Owner's Vendors, who shall be required to report to the Board and the manager of the Association with regard to such activities.
  - iii. The Board, or manager of the Association, shall have the authority to issue a "Stop Work Order" in the event of violation of this Rule. Said "Stop Work Order" will be effective upon posting a notice on the Unit's door. Any work performed during a "Stop Work Order" shall subject the Unit Owner to all remedies contained in the Condominium Documents, including a fine of \$100.00 per day for each day of violation. The Association, the Board and the manager of the Association shall not be liable to Unit Owners for any reason arising out of or in connection with their issuance of a Stop Work Order.
- d. **Dress Code.** All Vendors and persons providing services for such Vendors shall be properly and suitably attired at all times while on the Condominium Property.



- e. **Registration.** Each Vendor must be pre-registered with the manager of the Association. Prior to commencement of residential work, each Unit Owner must submit to the manager of the Condominium Association, the following information:
- Name, address, telephone number and fax number of person responsible for the residential work (interior designer or general contractor).
  - Name, address, and telephone number of each employee of the Vendor who will be working in the Unit or accessing the Condominium Property.
  - Proof of license for the Vendors. All Vendors must have the appropriate license as required by applicable law for the type of work they are to perform, if any. No work shall be performed or allowed to be performed in a Unit by an unlicensed or uninsured person.
  - Vendors shall not use any elevator other than the identified service elevator(s) (which service elevators shall only be accessed from the loading dock area on the north side of the Building - to be coordinated with the manager of the Association). Vendors shall not interfere with, impair or otherwise impinge on the Association or Unit Owners' use of the service elevators and service corridors
- f. **Insurance Requirements.** Prior to accessing the Condominium Property, all Vendors must obtain from their insurance carriers proof of insurance in the form of a certificate of insurance. A certificate of insurance evidencing the existence of valid and enforceable insurance policies as set forth in subsections i. through iv. below must be provided to the manager of the Association prior to access being granted. Each such certificate of insurance must list the following as additional insureds (for coverages a and c below) on a separate endorsement form:
- Name of the Unit Owner (specify Unit number);
  - Condominium Association; and the
  - Manager of the Condominium Association.
- Commercial General Liability**, including personal and bodily injury liability, broad form property damage liability, and blanket contractual liability and products/completed operations liability with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Note, these requirements can be met by a combining of the primary and excess/umbrella policies.
- Vendor is required to carry products/completed operations liability for their Residential Work in the Unit for five (5) years following the completion of their Residential Work.
  - Worker's Compensation insurance**, including but not limited to coverage for the Vendor's employees, agents, subcontractors, and volunteers, in statutory amounts and employers liability of not less than five hundred thousand dollars (\$500,000) bodily injury, each accident/five hundred thousand dollars (\$500,000) bodily injury by disease/ five hundred thousand dollars (\$500,000) bodily injury, each employee.
  - Automobile liability insurance** for all Vendor owned, hired, non-owned or leased vehicles for bodily injury or property damage with combined single limit of not less than one million dollars (\$1,000,000) each occurrence.
  - All policies shall be specifically endorsed to provide that the coverage will be primary and that any insurance carried by the manager of the Association, and the Association, shall be in excess and non-contributory and shall contain a waiver of subrogation in favor of said entities. All insurance required pursuant to these Rules and Regulations shall be issued by insurance companies authorized to do business in Florida and shall have an AM Best Rating of at least A- VIII and shall be specifically endorsed to provide that such coverage shall not be canceled or materially changed without at least thirty (30) days' prior written notice to the manager of the Association, and the Association.
- g. **Scope of Work.** Prior to the commence of any residential work, the Unit Owner must submit the following:
- Plans and Specifications for all work to be performed.
  - Anticipated commencement date; and anticipated completion date.

- Anticipated delivery schedule.
  - If necessary, engineering report confirming review of structural load capacity.
  - List of all contractors, sub-contractors with supervisory personnel and contact telephone numbers.
  - Licenses and Certificates of insurance meeting the insurance guidelines established by the Association.
  - Building permit application as required by local governing authorities.
  - A returnable \$1,000.00 deposit with the scope of work for any damages to the Common Elements, Condominium or Association Property. In the event the damages exceed this amount, the Unit Owner will be billed for the additional sums.
- h. **Parking.** All service and vendor trucks are subject to the parking restrictions listed in this document under # 29 Parking Restrictions and Vehicles, B. Parking Restrictions, numbers iii, iv, v, vi, vii, viii, ix and xi unless other arrangements are made in advance with the manager of the Condominium Association and coordinated with the Building Maintenance Engineer.
  - i. **Location of Work Staging.** All work preparations (e.g., mixing of paints, grout, etc.), cutting and staging will only take place off Condominium Property, or within the confines of the involved Unit. No work preparations will be allowed in the parking areas, or other areas of the Condominium Property unless approved by the building maintenance engineer.
  - j. **Removal of Trash and Construction Debris.** All construction trash and debris shall be hauled off the Condominium Property by Vendors on a daily basis. Vendors are prohibited from using any dumpster on Condominium Property.
    - i. No trash or debris is to be left in or on any portion of the Condominium Property (other than within Units).
    - ii. Grout, paint, wall mud or any other material waste is NOT to be poured down any building drains, sinks, toilets or bathtubs. Vendors must remove all unused grout, paint, wall mud or any other material waste from the Condominium Property for disposal.
  - k. **Carts.** Use of Association carts by Vendors or their employees is prohibited. Each Vendor is responsible for supplying its own cart(s).
  - l. **Lunch and Breaks.** Breaks and lunches, if taken inside the Building, must be confined to inside the Unit in or for which the Vendor and their employees are performing their work. No breaks or lunches can be taken outside the Unit, or on other areas of the Condominium Property unless previously arranged with the Building Maintenance Engineer.
  - m. **Access to Unit Only.** Access to the individual Unit must be coordinated through the Unit Owner or other designee, and the manager of the Condominium Association, in accordance with these Rules and Regulations. Workers are not permitted to access or utilize areas other than the specific area to which they are assigned and approved by the manager of the Association. Medeco building key shall not be given to Vendors under any circumstances.
  - n. **Fire Safety Systems.**
    - i. Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particles (e.g. sanding and painting). Any protective covering must be removed at the end of each day.
    - ii. Unit Owners will be financially responsible for any false fire alarm fee charged by the Fire Department and the Condominium Association.
  - o. **Access to Unit.** At any time residential work is occurring within a Unit, the manager of the Association has the right to access the Unit to determine that dust and construction debris are not negatively affecting air condition vents or other systems.
24. **Lease and Tenants** (Association Approval).
- a. The Association's Application for Lease Approval and Residential Lease Agreement must be obtained from the Association.
  - b. All leases must be approved by the Association. The owners of the Unit to be leased must submit the potential tenant's and occupant's non-refundable application fee of \$150.00 per adult, except husband/wife which are considered one applicant.
  - c. The Association shall have thirty (30) calendar days to run a credit and criminal background check and issue approval of the lessee and all occupants. The Association shall comply with

all applicable Fair Housing laws and doctrines and approval of any lessee and/or occupant(s) shall not be unreasonably withheld.

- d. A Unit Owner is prohibited from leasing his unit during the first two (2) years of ownership. No lease may be made for less than six (6) months. Only one (1) lease per year.
- e. A security deposit is forwarded to the Association equal to the maximum amount permitted by the Condominium Act, as same may be amended from time to time, or, in the absence of such a provision in the Condominium Act, \$1,000 which shall be held as security for any damages to the Common Elements sustained by acts of the tenant, his or her guests or invitees, or any other charges, including, but not limited to fines which may be levied as a result of the actions of the tenant, his or her guests or invitees.
- f. Unit Owner renting the Unit, shall provide in the lease that lessee and occupants are bound by all Rules and Regulations contained herein.
- g. Unit Owner renting his Unit shall provide in the lease that Lessee must carry general liability insurance coverage in excess of \$100,000.00, and also carry contents coverage (renters insurance) and provide proof of such insurance to the Unit Owner and the Association.

**25. Leasing and Sales of Units.**

- a. Owners shall notify the Board when their unit is for sale or rent.
- b. No signage for sale by owner or a realtor will be permitted in or on a Unit, nor on Limited Common Elements or Common Areas.
- c. Potential buyers or tenants must be escorted personally by the Owner, Lessor, or their Agents when showing the Unit or Common Areas.

**26. Roof Access.** No one is permitted on the roof for any purpose, except roof contractors hired by the Association.

**27. Inspection of Association Records**

Section 718.111(12)(c), Florida Statutes, provides that Condominium Associations may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. The following rules governing inspection of the Official Records of the Association are adopted:

**43. INSPECTION OF ASSOCIATION RECORDS POLICY**

- 43.1 Records Defined. The official records, also referred to herein as "records," available for inspection are those designated by Chapter 718, Florida Statutes, as amended from time to time, as the official records of the Association only to the extent the Association is required to maintain such records.
- 43.2 Records Available. No records, other than those defined above, shall be available for inspection and copying. Without limiting the foregoing, the following records are not available to Owners for inspection or copying: (1) any information or record protected by the lawyer-client privilege, (2) any information or record protected by the lawyer work-product privilege, (3) any information or record in connection with the lease, sale, or other transfer of a Unit, (4) any information or record concerning the disciplinary, health, insurance and personnel records of Association or management employees, (5) any information or records concerning the medical records of Owners or residents, (6) any social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, emergency contact information, any addresses of a Unit Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, and property address, (7) any electronic security measure that is used by the Association to safeguard data, including passwords, (8) the software and operating system used by the Association allowing manipulation of data, even if the Owner owns a copy of the same software used by the Association and (9) any information or records now or hereafter not available to Owners pursuant to Florida Statutes, Section 718.111(12), as amended or renumbered from time to time, unless the Board determines it to be in the best interest of the Association to make such records available for inspection.
- 43.3 Persons Entitled to Inspect. Unit Owners have the right to inspect the records of the Association as permitted by law. Tenants may inspect certain records, as provided by law. All references in these Rules to Unit Owner will include record title holders and a Unit Owner's authorized representative, and Tenants or other authorized representative where applicable. If a Unit is owned by a corporation,

limited liability company, partnership, trust, or other entity, the Unit Owner shall be considered the person or persons authorized to vote for the Unit pursuant to the provisions of the Declaration of Condominium, Articles of Incorporation, and/or Bylaws of the Association.

#### 43.4 Inspection.

43.4.1 A Unit Owner desiring to inspect records shall submit a written request by Certified U.S. Mail, Return Receipt Requested, therefore to the Association at the mailing address of the Association, pursuant to the most recent online records of the Florida Secretary of State, Division of Corporations.

43.4.2 Requests by hand delivery, facsimile transmission, electronic mail (e-mail), or other means do not comply with these Rules. Verbal requests do not comply with these Rules.

43.4.3 In order to facilitate fulfilling the records request, it is recommended that the written request specify the particular records the Unit Owner desires to inspect, including pertinent dates or time periods in sufficient detail to permit the Association to retrieve the exact records requested. General descriptions of records, such as, but not limited to, "All items pertaining to \_\_\_\_\_", or "All correspondence from \_\_\_\_\_", or "All contracts for \_\_\_\_\_", are not sufficiently specific, are prohibited and such general requests cannot be honored, no inspection or copying of these records will be permitted and such request is void.

43.4.4 A Unit Owner's inspection request shall be deemed received the date that the receipt card was signed for by the Association.

43.4.5 Inspection of records shall be restricted solely to those records designated in the written request for inspection and shall be conducted solely by the Unit Owner signing the inspection request, or his or her authorized representative. No inspection of any other records shall be permitted. Notwithstanding the foregoing, if there is an additional request while inspecting the records, such records shall be requested in writing and hand-delivered to the Association's representative at the inspection, and the Association shall have an additional ten (10) working days to provide access from the date of handdelivery.

43.4.6 If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times provided that co-Owners of a Unit may inspect records together. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit Owner's representative if such representative is the Unit Owner's Certified Public Accountant licensed to practice in Florida, or the Unit Owner's Attorney at Law, admitted to practice in Florida.

43.4.7 A Unit Owner shall not submit more than one (1) written request for inspection and copying of records per calendar month. Any request submitted more frequently shall be null and void.

43.4.8 Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in Miami Dade County or within forty-five (45) miles of the Condominium. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

43.4.9 Records shall generally be made available for inspection by the Association on or before the tenth (10th) working day after receipt by the Association of the written request for inspection. This time frame may be extended upon agreement of the Unit Owner or for good cause. In addition, this time frame may be extended on the agreement of the parties or in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Unit Owner in writing (including e-mail) that the records are available and the location of the records and request that the Unit Owner schedule a date and time for such inspection. The Association may also propose a time and date for the inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" means Monday through Friday, exclusive of federal, state, and local holidays in which the office of the Association or office where the records are being made available for inspection is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than, one 8-hour business day per month to perform and complete a records inspection.

- 43.4.10 If, during inspection, a Unit Owner desires to have a copy of a record, the Unit Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be provided. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, and the Owner has requested copying of 25 or less pages of records, then copies of the records shall be available contemporaneously with the inspection. If, however, the records to be copied exceed 25 pages, or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Association may send the records out for copying by an outside source, such as a commercial copying company or make the copies at the location of the records, but available for later pick-up. If copied at the location where the records are kept, copies in excess of 25 pages shall be made available for pick-up by 5:00 P.M. within three (3) working days from the date of the inspection, the day of inspection not counting in calculating this deadline. Copies made by an outside source shall be available as soon as a copying service can reasonably pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place records are kept or produced for inspection. Unit Owners requesting copies must arrange for pick-up of records. The Association has no obligation to mail or otherwise deliver copies to any place.
- 43.4.11 The Association shall allow a Unit Owner to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the Unit Owner with a copy of such records. The Association may not charge a Unit Owner for the use of a portable device.
- 43.4.12 A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall be twenty-five cents (\$.25) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of copies shall be required. No copy of a record shall be made unless and until payment for the copy is received. In the event payment is made in form other than cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy is received and payment has cleared, if applicable.
- 43.4.13 If records are kept on computer format, the Association may print such records to paper. The cost of converting such non-written records to written format, where required, shall be in addition to the cost of copying such records, and the Unit Owner shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy, but no less than twenty-five cents (\$.25) per page.
- 43.4.14 The Association may, but shall not be obligated to, allow Unit Owners to access the Association's computer system. If the Association provides access to records through a computer supplied by the Association or the office in which records access is being conducted, the Person inspecting the records shall not e-mail the records inspected to any other computer, person, or e-mail account, review other content or programs on said computer, nor otherwise in any fashion download, forward, or otherwise transmit or manipulate the data he or she reads during the inspection of the records by review on electronic mail, internet or computerized format. The Association shall not be obligated to make copies of computer records which may violate copyright laws, licensing laws or agreements, vendor agreements, or which involve proprietary software or computer data.
- 43.4.15 The Association may comply with its obligation to make records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If the Association provides the records in such format, the Association is not required to do so in the future. Further, if a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association may provide access or supply the records in paper format.
- 43.5 Manner of Inspection.
- 43.5.1 No written request for inspection or copying can be made solely to harass another Owner or resident, the Association, or any Association officer, director, employee, or agent.
- 43.5.2 For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one Person. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not

inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit Owner's representative if such representative is the Unit Owner's Certified Public Accountant licensed to practice in Florida, or the Unit Owner's an Attorney at Law, admitted to practice in Florida.

- 43.5.3 Except as otherwise provided in Article 1.3 hereof, if inspection is requested by any Person other than a record Owner of the Unit, said request shall not be recognized by Association unless and until the record Owners of the Unit designate such Person, in writing, as their authorized representative, or unless such Person is the Unit Owner's Attorney at Law, admitted to practice in the State of Florida.
- 43.5.4 All Persons inspecting or requesting copies of records shall conduct themselves in a courteous manner and shall not interfere with the normal operation of the Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied, nor the duties of their personnel. The Association office, or office of inspection, may assign a staff person or other Person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.
- 43.6 Enforcement of Inspection Rules.
- 43.6.1 Any violation of these Rules may result in the immediate suspension of the inspection.
- 43.6.2 Any requests for inspection not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the Person requesting inspection and shall indicate how the request fails to comply herewith.

#### **Enforcement of The Ashley's Rules and Regulations**

1. Violations should be reported to the manager of the Association, in writing, and not to the Board of Directors or to officers of the Association.
2. Violations will be called to the attention of the violating Unit Owner by the manager. The manager will also notify the Board of Directors.
3. Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, which will take appropriate action.
4. Unit Owners are responsible for compliance by their family members guests, invitees, employees and lessees with all the Rules and Regulations of the Association.
5. The Board may, in accordance with the fining and suspension authority and procedures set forth in the Condominium Act, levy a fine or impose a suspension against any person who fails to comply with any of the Rules and Regulations of the Association.
6. The Board may take whatever appropriate legal action is available against any person who fails to comply with any of the Rules and Regulations of the Association.

The President of the Association has the authority to interpret and implement the provisions of these Rules and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis.

The Association shall have the right to waive the requirements of the Rules for good cause and the waiver in one instance shall not constitute a general waiver or waiver in any other case with the right to require adherence to the policies contained herein.

Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

The Board of Directors of the Association reserves the right to adopt additional Rules and Regulations and amend them as may be required and renumbered from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.