



**MURANO  
GRANDE**  
AT PORTOFINO

**RULES AND REGULATIONS**

*Adopted on August 14, 2014*

---

# TABLE OF CONTENTS

<b>I.</b>	<b>INTRODUCTION</b> .....	1
<b>II.</b>	<b>USE OF THE COMMON ELEMENTS</b> .....	1
	A. Obstructions.....	2
	B. Access and Security.....	2
	C. Common Areas and Recreational Facilities.....	2
	1. Common Areas.....	2
	2. Swimming Pool Area .....	3
	3. Restaurant .....	4
	4. Tennis Court .....	4
	5. Health Spa (gym, showers, saunas, steam rooms, and related areas) .....	5
	6. Recreation Room.....	6
	D. Parking, Vehicles, Bicycles and Roller Skates/Blades .....	7
	1. Parking .....	7
	2. Automobiles and Other Vehicles .....	9
	3. Bicycles .....	9
	4. Roller Skates/Blades and Skateboards.....	10
<b>III.</b>	<b>ELEVATORS</b> .....	10
<b>IV.</b>	<b>EXTERIOR APPEARANCE</b> .....	10
<b>V.</b>	<b>SIGNS</b> .....	11
<b>VI.</b>	<b>ROOF</b> .....	11
<b>VII.</b>	<b>SOLICITATION</b> .....	11
<b>VIII.</b>	<b>STORAGE</b> .....	12
<b>IX.</b>	<b>OWNER RESPONSIBILITY</b> .....	12
	A. Guests .....	12
	B. Children .....	13
	C. Pets .....	13
	D. Garbage and Trash .....	14
	E. Damages .....	15
	F. Balconies and Windows.....	15
	G. Hurricane Preparation .....	16

## TABLE OF CONTENTS

H.	Noise .....	16
I.	Water, Moisture Intrusion, and/or Mold .....	16
J.	Vermin.....	17
K.	Safety .....	17
L.	Moving In/Out and Deliveries .....	17
M.	Trades People and Contractors .....	18
N.	Smoking.....	19
O.	Employees of the Association.....	19
<b>X.</b>	<b>OCCUPANCY.....</b>	<b>19</b>
A.	Leasing and Sales.....	19
B.	Maintenance of Community Interests.....	20
<b>XI.</b>	<b>ENFORCEMENT OF RULES AND REGULATIONS .....</b>	<b>20</b>
<b>XII.</b>	<b>RULE CHANGES.....</b>	<b>21</b>



## **RULES AND REGULATIONS FOR MURANO GRANDE AT PORTOFINO, A CONDOMINIUM**

**Pursuant to the authority vested in the Board of Directors of MURANO GRANDE AT PORTOFINO CONDOMINIUM ASSOCIATION, INC. (the “Board of Directors”) the following rules and regulations have been adopted by the Board of Directors. These rules and regulations are intended to supersede and replace all restrictions, rules, and regulations contained in the Declaration of Condominium and other Condominium documents.**

### **I. INTRODUCTION**

This document provides rules and regulations, guidance and clarity on matters important to living at and enjoying the Murano Grande. Murano Grande provides an outstanding lifestyle, therefore, it is incumbent upon all who live here or visit to participate as a community to ensure that care is taken to maintain, properly use, and secure our building and facilities.

The Board of Directors thanks everyone who lives at and uses Murano Grande for their courteous cooperation with the following rules and any efforts by Security, Management, the Board of Directors, or our fellow neighbors to ensure these rules are adhered to.

### **II. USE OF THE COMMON ELEMENTS**

The Common Elements of the Condominium are for the exclusive use of the Association members and their families, lessees, resident houseguests, guests accompanied by a member, and employees and contractors within their scope of employment or agreement. No other person shall be permitted to use the Common Elements of the Condominium without the prior written consent of the Board of Directors.

As some of the Common Elements have limited capacities (e.g., the swimming pool, health spa, and parking garage) Residents should not abuse the use of guest privileges to the detriment of other Residents. Abusive use of guest privileges could include having a large number of friends and/or relatives using a Common Element (e.g., the swimming pool) at one time or having a work associate, friend or relative using a Common Element (e.g., the parking garage) with such frequency that available parking space or valet service for Residents is negatively impacted. Any Resident considered by Management or the Board of Directors to be abusing the use of guest privileges will be asked to limit their guests' use of the Common Elements to a more reasonable level and will be expected to courteously comply.

## **A. Obstructions**

The sidewalks, entrances, passages, lobbies, and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables, or any other objects be stored therein, except in areas (if any) designated for such purposes.

## **B. Access and Security**

1. All guests must register at the front-desk upon their arrival at Murano Grande and may be asked to present a government issued picture ID. For access to the building a resident must approve the guest either at the time of their arrival or by having provided authorization to Management or the front desk in advance.
2. Every person in the building must cooperate with Security by showing identification when requested. For security purposes, staff may request ID for individuals not known to them.
3. Any non-resident, who is not registered as a visitor, trades person, or Contractor, will be considered as trespassing and will not be allowed to remain on the premises.
4. All doors leading from the building to the outside or to the garage are to be closed at all times and are not to be blocked open.
5. A person may request Security staff to unlock a unit's door if the owner has left a key with Management and if the person requesting the service is registered to that unit and activated for that date. Unauthorized visitors cannot be granted access to the unit by Security due to liability concerns, so residents must provide that access directly.
6. Additional keys, fobs, or other building access devices may be purchased at the Management Office at prices established by the Board of Directors.

## **C. Common Areas and Recreational Facilities**

### **1. Common Areas**

- a) Proper attire (shirt, covered swimsuit, and footwear) is required in the lobby, parking garage, elevators, corridors, stairwells, or any other indoor portion of the Common Elements. Persons returning from the beach or pool in wet clothing or bathing suits must towel dry before entering the building.
- b) No smoking is allowed in the lobby, parking garage, elevators, corridors, stairwells, or any other indoor portion of the Common Elements.

## 2. Swimming Pool Area

The pool area is defined as the raised area above the fifth floor

- a) Swimming pool and/or Jacuzzi may be used by Murano Grande residents, their families, resident houseguests, and guests who are either accompanied by their resident host or have written authorization from the resident.
- b) All persons using the swimming pool and/or Jacuzzi do so at their own risk. Persons without swimming skills must be accompanied by a person with swimming skills, regardless of age.
- c) Swimming pool and Jacuzzi hours are from 7 a.m. to 10:00 p.m.
- d) Persons without swimming skills are to be accompanied by a person with swimming skills.
- e) Individuals should weigh the risks and determine their ability for safe use and duration times for the Jacuzzi before use.
- f) Pets are not permitted in or near the pool area.
- g) Glass bottles, glass containers, ceramic items, and/or other breakable items are not permitted in or near the pool area. Food is only permitted in plastic and/or paper containers and only around the pool deck. Food and drinks are never permitted inside the swimming pool and/or Jacuzzi.
- h) Large objects, floatation devices and pneumatic floats are not permitted with the exception of those being utilized as swimming aids.
- i) Toys are permitted only in the shallow end of the swimming pool. Water guns, water balloons, and other devices of such nature are prohibited.
- j) To avoid accidents, reduce noise, and comply with insurance requirements, diving into the pool, games involving running, jumping, playing ball, or other boisterous activity, as well as screaming and shouting, are prohibited. Persons violating this rule will be asked to leave the pool area.
- k) No dangerous or hazardous items are permitted in or near the pool area.
- l) Persons listening to electronic devices must wear headphones and not broadcast the sound over open speakers.
- m) All persons must shower before entering the pool.
- n) Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering or being carried ~~while~~ into the swimming pool.

o) Cigarette smoking on the pool deck is limited to designated areas and all cigarettes and ashes must be disposed of in the provided receptacles.

p) Towels must be left at the pool. Residents (or their guests) removing towels must return them or the resident will be subject to a charge of \$20 per standard towel and \$100 per chaise lounge fitted towel.

q) When the pool is busy, chaise lounge use is limited to a maximum of two chaise lounges per condominium unit. If any residents are waiting for chaise lounges, those exceeding this limit must vacate all chaise lounges in use above the limit.

r) Swimming instructors must register with the management office and provide insurance requirements.

### **3. Restaurant**

a) No pets are allowed on the pool deck or restaurant areas

b) No outside food or beverage consumption is permitted at the restaurant area during restaurant operating hours.

c) Reservations must be made prior to arrival for parties of 6 or more persons

d) No smoking is allowed at the restaurant

e) Proper attire must be worn while using the restaurant i.e. Cover ups, and shirts

### **4. Tennis Court**

a) Tennis court may be used by Murano Grande residents, their families, resident houseguests, and guests who are either accompanied by their resident host or have written authorization from the resident.

b) All persons using the tennis court do so at their own risk.

c) Tennis court hours are from 7 a.m. to 10:00 p.m.

d) Pets are not permitted in the tennis court area.

e) Beverages must be contained in plastic non-spill cups. Food is not permitted in the tennis court area.

f) Players must wear tennis clothing, including shirts and tennis shoes.

g) Tennis courts may only be used to play tennis and may not be used for any other purpose.

h) Priority will be given to any person who has reserved the tennis court in accordance with the rules and procedures set by Management. The tennis court may not be reserved for more than one (1) hour in any single day though the tennis court may be used for more than one (1) hour if there is no conflict with a tennis court reservation and there are no others waiting to play.

i) No smoking is allowed on the tennis court.

## **5. Health Spa (gym, showers, saunas, steam rooms, and related areas)**

a) The health spa may be used by Murano Grande residents, their families, resident houseguests, and guests who are accompanied by their resident host. The health spa attendant will verify that each person using the health spa is authorized to use the facility and has a signed liability waiver on file.

b) Personal trainers may only provide services at the health spa after being approved by Management or the Board of Directors, executing a written services agreement with the Association, signing a "hold harmless" agreement, and providing proof of a professional license and insurance. Approved personal trainers must abide by all terms of the services agreement, may only provide personal training services to residents, and must not solicit other residents.

c) Exercise equipment requires special instructions. All persons using the health spa do so at their own risk. The Association assumes no liability for injuries or accidents.

d) Individuals should weigh the risks and determine their ability for safe use and duration times for the exercise equipment, sauna, and/or steam room before use.

e) Children under the age of twelve (12) are permitted in the health spa only when supervised by an adult.

f) Pets are not permitted inside the health spa.

g) The health spa should be kept clean at all times. All persons using the health spa must use a towel and must deposit towels in the proper receptacle when leaving the health spa. Residents (or their guests) removing towels from the health spa must return them or the Resident will be subject to a charge of \$20 per towel.

h) All persons using the health spa must use proper exercise clothing, including tops or shirts, and appropriate shoes.

i) Equipment/weights must be returned to appropriate racks.

j) Dropping weights is prohibited.



k) Any damaged equipment is to be reported to the health spa attendant or Security. Any person who damages the fitness center equipment or facilities through negligence, abuse, or dropping of weights will be charged for repair or replacement expenses incurred that are in excess of the amount covered by the Association's insurance.

l) No smoking is allowed in the health spa.

## **6. Recreation Room**

a) Any resident who wants to reserve the recreation room for a private event must submit a request to Management for approval in writing at least three (3) business days in advance specifying the beginning and ending times of the event. Management will advise if reservation is approved within two (2) business days.

b) A guest list must be provided to Management in advance. Management will provide security with a copy of the list. Security personnel will not be authorized to admit anyone not on the guest list, unless directly authorized by the resident host. Upon admittance security will add the additional attendees to the guest list.

c) For each event Management will determine additional valet or security personnel or any other needs necessary to accommodate the event. The resident host will be responsible for payment of all additional personnel and/or other necessary costs in advance of the event.

d) Resident must post a refundable \$2,500 dollar deposit in the Management office and complete and sign a walk-through form to finalize the reservation of the recreation room. Within one (1) business day of the end of an event Management will conduct a walk-through of the recreation room and if no damage is found will return the damage deposit immediately. If damage is found the damage deposit will be held until the cost of repairs are known and at that time the amount of the deposit in excess of the damage will be calculated and then refunded within ten (10) business days. In the event the damages exceed \$2,500 the resident will pay the additional amount immediately.

e) Resident shall pay a non-refundable cleaning fee in the amount of \$500. This fee covers the additional cost of security, valet, and cleaning. In the event the recreation room needs to be cleaned extensively (as determined by Management) as a result of the event additional funds as needed will be used from the damage deposit. In the event cleaning costs are less than the amount of the cleaning fee collected, any collected fee in excess of \$500 not used for cleaning will be refunded.

f) All persons using the recreation room do so at their own risk.

g) Noise and/or music must be kept at a level where Residents in their condominiums are not disturbed. No loud music is permitted in the recreation

room after 3:00 a.m.

- h) No pets are allowed inside the recreation room at any time.
- i) No smoking is allowed in the recreation room.
- j) The Board of Directors may, in its discretion, deny use of the recreation room and/or modify terms and conditions for use of the recreation room for special events or holidays.

## **D. Parking, Vehicles, Bicycles and Roller Skates/Blades**

### **1. Parking**

a) Registration. Each unit owner with one or more assigned space(s) may register one vehicle for each assigned space with Management (a "Primary Vehicle"). Each unit owner that is in the Parking Plan (and thus has not opted out of the Parking Plan (as described below) is entitled to register one additional vehicle per unit to be used by a person residing in the unit (a "Secondary Vehicle"). Any Resident's vehicle that is not a Primary or Secondary Vehicle and any guest vehicle is considered a "nonregistered Vehicle."

b) Parking Plan. Each unit owner will automatically be a part of (a "Participant" in) the Murano Grande Community Parking Plan ("Parking Plan") unless such unit owner opts out. Participants shall be permitted to self-park their Primary Vehicle in any available space in the garage, except for those designated as Reserved.

Participants authorize the valet and any other Participant in the Parking Plan to self-park in and use their assigned parking space.

c) Opt Out. Residents who do not want to participate in a community pooling of assigned spaces (a "Non-Participant") may opt out of the pool by notifying Management in writing (an "opt out notice"). An owner may submit an opt out notice once per calendar year but may rescind their opt out notice at any time. The Non-Participant shall be entitled to self-park their Primary Vehicle only in their assigned space. If the Non-Participant leaves their Primary Vehicle for valet to park, valet shall park such vehicle only in Non-Participant's assigned space. No vehicle other than the Primary vehicle of the Non-Participant will be permitted to park in the assigned space. Residents with a Secondary vehicle who has opted out must use the valet services and is subject to parking charges. If the Non-Participant self-parks a vehicle in any space other than their assigned space, such vehicle will be immediately towed and/or will be charged \$100 per day for unauthorized parking.

d) Valet. No guarantee of parking exists for any non-Primary Vehicle; however valet will provide a priority for parking in the garage to registered vehicles of residents. Valet will have the right to require non-registered vehicles to park offsite even when the garage is not at 100% capacity in order to manage any expected demand for residents' vehicles.

e) Parking Charges. Murano Grande will charge the following:

No non-registered vehicle may be self-parked. Non-registered vehicles that are self-parked are subject to being towed at the owners expense and risk of damage.

i) Each unit receives 20 parking validations on a monthly basis to be used for valet services. A vehicle parked consecutive days will require the use of ONE (1) validation per day. Validations do not roll over, are NON-transferable and expire at the end of each month.

ii.) Residents who opt out of the parking pool plan and park a secondary vehicle with valet must use their 20 allotted parking validations and after the validations have been used, will be charged parking fees.

iii.) Any non-registered vehicle that is continuously parked in the garage for more than three (3) days is subject to being towed at the owners' expense and risk of damage unless approval is obtained in advance from Management and anticipated parking fees are paid in advance.

iv.) After the 20 validation allotted per unit, per month have been used, charges for a non-registered vehicle valet parked with a validated parking ticket will be set by the Board of Directors and posted by the Valet office.

f) Employees. Employees of the Murano Grande may, at the discretion of the Board of Directors, use the parking facilities of the building without charge during working hours.

g) Unauthorized Parking. Unauthorized parking includes vehicles parked so as to not conform with the parking rules and regulations or so as to impede access to or egress from other parking spaces, drives, roads, or building entry-ways. Any non-registered vehicle that is self-parked is considered unauthorized. Unauthorized parking shall be grounds for removal of the vehicle by the Association, with or without notice, at the expense and risk of damage of the vehicle owner and/or operator. Unit Owners shall be responsible for compliance with this rule by their employees and guests and shall bear all cost of enforcement. No parking is permitted in front of the building entrances or along the townhomes. These areas are reserved for valet parkers to remove vehicles to designated spaces. When leaving vehicles in this area the keys must be left in the vehicle or given to a valet. As this area is a fire lane, cars parked in violation of these rules are subject to towing with or without notice and at the owner's expense and risk of damage.

h) Risk. Residents who park their own vehicles do so at their own risk. Damages sustained by these Residents are not covered by any Association insurance.

i) Sale or Rent. Each time a unit is sold or leased, the new resident will

automatically be part of the Parking Plan unless such new resident opts out as provided above.

## 2. **Automobiles and Other Vehicles**

a) No trucks or vans exceeding 7,500 pounds, no commercial vehicles including vehicles with signs and no campers, mobile homes, motor homes, boats (including "jet skis"), house trailers, boat trailers or trailers of any other kind shall be permitted to be parked or stored at any place in the parking areas or any other portion of the Condominium Properties. ***NOTE: This prohibition shall not apply to the temporary parking of trucks and other commercial vehicles for pick-up, delivery and other commercial services.***

b) Motorcycles must be parked in a designated parking space with the proper parking decal.

c) Vehicles without proper parking decal or permit or that are parked in an unauthorized area are subject to removal with or without notice at the owner's expense and risk of damage and may have a boot attached and be subject to a fine.

d) Except in the event of an emergency or cosmetic repair, no repair of vehicles shall be made on the Condominium Property.

e) Vehicles leaking fluids or emitting fumes will not be allowed in the garage.

## 3. **Bicycles**

a) Bicycles may be parked or stored only in designated areas and in no case in corridors, stairwells, or on balconies.

b) No bicycle may be parked or stored in a manner, which blocks the ingress or egress of other vehicles and/or individuals.

c) Bicycles may not be walked or ridden through the lobby and/or recreational areas.

d) Tricycles and all other non-motorized wheeled vehicles are to be included in the definition of bicycle.

e) Management reserves the right, with or without notice and at the owner's expense, to cut the lock on and move bicycles parked in inappropriate spaces.

#### **4. Roller Skates/Blades and Skateboards**

- a) Roller Skates, roller blades, skateboards or any other similar equipment must be removed and/or not in use before entering the lobby or the elevator and may not be used in the hallways.
- b) No roller skates, roller blades or skateboards or any other similar equipment is permitted in any common areas, including but not limited to any stairwells, the tennis court, the health spa, the recreational room, and the pool area.
- c) Skateboards may not be used on steps or in the driveway.

### **III. ELEVATORS**

- 1. Damage to elevators by moving or carrying any article therein shall be the liability of the responsible resident, who will be charged for repair expenses incurred that are in excess of the amount covered by the Association's insurance.
- 2. Resident must post a refundable \$2,500 dollar deposit in the Management office and complete and sign an elevator condition report to finalize the reservation of the elevator. When exclusive use of the elevator is complete, Management will evaluate the elevator and if no damage is found will return the damage deposit immediately. If damage is found the damage deposit will be held until the cost of repairs are known and at that time the amount of the deposit in excess of the damage will be calculated and then refunded within ten (10) business days. In the event the damages exceed \$2,500 the resident will pay the additional amount immediately. This deposit amount may be changed from time to time at the election of the Board of Directors.
- 3. A \$250 non-refundable elevator fee is required to cover the exclusive use of the elevator and for the installation and removal of elevator wall coverings.

### **IV. EXTERIOR APPEARANCE**

- 1. No resident shall make any alteration to the common areas without prior written consent of the Association.
- 2. Window and/or glass door coverings shall be limited to the prescribed type as stated in the Declaration of Condominium section 17.4. The use of blankets, aluminum foil or other reflective materials, newspaper, and similar items is prohibited. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
- 3. No decorating of the common areas will be permitted.

## **V. SIGNS**

1. No *sign*, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association property, except signs used or approved by the Developer (for as long as the Developer owns any portion of the Murano Grande at Portofino Project or the Future Development Property, and thereafter by the Board of Directors. Additionally, 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. The following additional types of specific signage are prohibited: signs inside the unit leaning up against windows, signage displayed inside the unit and utilizing any lighting, sandwich boards or other temporary signage in walkways. The Townhouses located adjacent to Alton Road will be subject to all of the aforementioned with the following exceptions:

*The Alton Road Townhouses will be allowed signage on the front door (Alton Road side) and the back door (Courtyard side facing the building). Signage will be allowed on the first floor doors only. Signage on the front and back door will be limited to lettering of 4 inches in white for the name of the business and may include the phone number and business hours which may be no greater than 4 inches and also in white. The white lettering font must be Adobe Jensen Pro for all five Townhouses. A logo will be allowed on the front door only to be located underneath the lettering. The logo shall be no more than 1FT by 1FT in size. A draft of all proposed signage must be provided to the Management Office in advance to verify that it complies with the current rules and regulations prior to installation.*

2. Any Unit Owner may display, in a respectful way, one portable, removable United State flag. On Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, any Unit Owner may display, in a respectful way, portable, removable official flags, not larger than 4.5 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

## **VI. ROOF**

1. The roof is defined as that area at the top of each building that contains accessible and serviceable areas but is not considered a patio, balcony, roof deck or terrace associated with a specific Unit.

2. Doors to the roof are to be kept locked at all times.

3. Residents are not permitted on the roof for any purpose and shall be responsible for keeping their families, guests and employees off the roof. All persons accessing the roof for any reason do so at their own risk.

## **VII. SOLICITATION**

1. No solicitors are permitted on the Condominium property unless authorized in writing by the Board of Directors.

2. Flyers, pamphlets, solicitation materials, or any other items may not be placed under the unit doors or in any common area except as authorized by the Board of Directors.
3. It is in the discretion of all occupants whether to report solicitors to the Security personnel. Upon a complaint, any existing authorization shall be automatically revoked.

## **VIII. STORAGE**

1. The personal property of Unit Owners and Occupants must be stored in their respective Residential units or storage units available for rent from the Association (at such time storage units become available). No storage of personal property is permitted in the common areas or parking garage.

## **IX. OWNER RESPONSIBILITY**

### **A. Guests**

Definition of Guest: Any person authorized by a resident for up to but no more than twenty-one (21) days, with no financial consideration to resident. After twenty-one (21) days, guest is considered a resident and subject to a background check and all applicable rules that apply with respect to number of occupants permitted per unit.

***(Resident is defined as an owner, renter or approved long-term guest.)***

1. Residents are responsible for their guests' adherence to the Rules and Regulations.
2. Residents must provide Management with a written notice allowing guest to use their units during the resident's absence.
3. Residents are responsible for registering their houseguests with Management. Houseguests using a resident's condominium in their absence must have been registered with Management by the resident. Houseguests are responsible for providing security and/or Management with a copy of their registration.
4. Residents and unit owners shall be both jointly and severally liable and responsible for the actions and conduct of their lessees, guests, employees, and invitees.
5. Guests are not allowed to use the health spa, tennis court, pool or recreation room without the resident present or, in the case of the tennis court or pool, without the resident's authorization.
6. Each Unit Owner must provide to the Association at least two (2) days prior to a Guest's visit, their name, relationship and other information as requested by the Association. Notification shall include the number and names of guests and the expected arrival date and duration of stay. Guests must carry their FOB while on the Property.

7. Each Guest shall be required to complete such forms as required by the Association, including, but not limited to, vehicle information and a statement of non-rental asserting that the guest is not paying any type of compensation for the stay in the Unit.

8. Owners and/or tenants shall not use or permit the use of their premises or any part thereof for any use which would constitute an immoral, offensive, or unlawful purpose which would violate any restriction contained in the Association's Declaration of Condominium and other governing documents, or any law or governmental rules or regulations.

9. Owners whose units are delinquent in the payment of assessments are not permitted to have overnight guests unless the owner is in residence simultaneously in the same unit) with the guest.

10. All Owners registering guests must complete the Association's affidavit affirming that the guests are not renters.

## **B. Children**

1. Children will be the direct and sole responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the allowed recreational facilities.

## **C. Pets**

1. No pets, including without limitation birds, insects, vermin and other animals, reptiles or wildlife shall be kept or maintained in or about the Condominium Property except as provided below.

2. No aggressive animals or dogs, including pit bulls or any other breed considered to be dangerous by the Board of Directors, may be kept on the property at any time. Residents must control dogs at all times while in the common areas or on the Condominium Property.

3. Domestic dogs and/or cats may be maintained in a Unit provided such pets are permitted to be so kept by applicable laws and regulations and, generally, not a nuisance to residents of other Units or of neighboring buildings.

4. Dogs and cats shall not be permitted outside of their owner's unit unless attended by an adult and either carried or on a leash not more than six (6) feet long. Dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association for such purposes. In no event shall any dog or cat ever be allowed to be walked or taken on or about any recreational facilities not designated for such use.



5. Fish are the sole responsibility of the owner.
6. Unit residents shall clean up wastes of their pets and be held responsible for clean-up and costs related thereto.
7. No diseased animals of any kind shall be kept under any circumstances in a unit, or permitted upon the Condominium Property, except by prior written consent of the Board of Directors. If such consent is given, the consent may be withdrawn by the Board of Directors at any time at a duly-called meeting, if the pet has become a nuisance to the Condominium or other unit owners or the rules and regulations regarding pets have not been fully complied with. If consent is withdrawn by the Board of Directors, the unit owner shall, within two (2) days, remove the pet from the Condominium Property. Consent shall automatically terminate upon death or communicable disease of the pet for which consent was granted.
8. Any owner maintaining a pet on Condominium Property shall be fully responsible for, and shall bear expenses of, any and all damages to the property resulting there from any pet. Damages shall be assessed by the Board of Directors and collected by the Association.
9. Pets may not be on balconies or lanai areas unless accompanied by a responsible adult.
10. Pet owners must present a valid rabies inoculation certificate to the Management office upon request.

**D. Garbage and Trash**

1. Deposit regular trash in trash chutes and use fully tied plastic bags.
2. Deposit larger trash items or boxes directly at the service level trash container. Arrangements can be made with Management for larger trash items to be picked up. Any resident depositing items that block a trash chute will be charged for clearing the chute at a rate commensurate with typical hourly rates for the staff member(s) involved in clearing the chute, plus any fees and costs paid to third parties to clear the chute, plus any internal or external costs incurred by the Association to clear the chute.
3. No flammable or hazardous materials, needles of any kind, lighted cigarettes, cigars, etc., may be thrown down the chutes individually or combined/bundled with other items.
4. No garbage, refuse, trash, or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

**E. Damages**

1. Each resident shall be liable for all damages to the Condominium Property caused through their actions, or the actions of their tenants and/or guests.
2. Residents shall be liable for all damages to the Condominium Property caused by receiving deliveries (to the extent such damages were not caused by the negligence or willful misconduct of Management or the staff) or moving and/or removing furniture or any other possessions to and from the Condominium Property.

**F. Balconies and Windows**

1. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, 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.
2. No Unit Owner or occupant shall permit anything to fall from a window, door or balcony of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
3. No wall or window air conditioning units may be installed by Unit Owners or occupants.
4. Balconies may not be used as storage areas.
5. The hosing of balconies is prohibited. Screens shall not be hosed or washed on the balconies.
6. No barbecues and/or open fires are permitted on the balconies.
7. Waterproof containers must be placed under all flowerpots on the balconies.
8. All loose or movable objects shall be removed from the balconies or terraces upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind velocity.
9. No ceiling fans or light fixtures may be installed on balconies.
10. No one may install a satellite dish without prior written approval of the Association. Any satellite dishes installed must be done in accordance with local zoning regulations and may not, under any circumstances (including out of necessity to receive a signal), be visible over the balcony railing.
11. Built-up decks are not permitted on balconies.

## **G. Hurricane Preparation**

1. 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. Management may enter any unit with or without permission to ensure that proper preparations have been made for a hurricane. In the event Management finds proper preparations have not been made and must move furnishings and secure items the Resident will be charged with a \$300 hurricane preparation fee. Nothing in this Section shall alleviate the obligations of Management to ensure that all units have been properly prepared for a hurricane.
2. In the event of an approaching hurricane, instructions related to the operation of the building will be posted and owners/residents should comply with the instructions.
3. In the event an evacuation order is issued by the City of Miami Beach all units must evacuate during the time allowed. Any owner/resident that does not evacuate does so completely at their risk.

## **H. Noise**

1. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors, or licensees, nor permit any conduct by such persons or pets that will interfere with the reasonably expected rights, comforts, or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, or sound amplifier in his unit in such a manner as to reasonably disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time, which disturbs other residents.

## **I. Water, Moisture Intrusion, and/or Mold**

1. In the event of water and/or moisture intrusion into a particular Unit, the Unit Owner agrees to abide by the following:
  - a) The Unit Owner must provide written notice to the Association within twenty-four (24) hours from the initial detection or suspicion of moisture intrusion into the Unit.
  - b) If any mold or mildew is evident, the Unit Owner shall also notify the Association of same in writing within twenty-four (24) hours from the discovery of same.
  - c) In the event the Unit Owner or Resident discovers ponding water on a balcony, the Unit Owner or Resident shall clean up same immediately and

within twenty-four (24) hours shall notify the Association of same.

d) The Unit Owner and/or Resident agrees that they have the responsibility to mitigate their damages but agrees to refrain from applying any chemical agents to treat any mold or mildew discovered within the Unit without the prior consent of the Association.

e) Once the Association has been placed on notice as set forth in this paragraph, the Unit Owner and/or Resident agrees to cooperate with the Association in its efforts to investigate, inspect and correct the water/moisture intrusion as well as the Association's investigation, inspection, and remediation of any mold or mold-related problems which may occur.

f) When bringing items into their Unit, the Unit Owner and/or Resident agrees to check the items for signs of mold as there is the possibility that potted plants, furnishings, or stored clothing, bedding material, and other household goods may already contain mold.

**J. Vermin**

1. Residents shall immediately notify Management upon appearance of any kind of insects or vermin.
2. All residents must participate in any pest control services employed by the Association with the exception of residents who have requested a reasonable accommodation based upon a medical condition or disability to the management office. Upon providing the necessary documentation, the resident must hire independent pest control service at their own expense.

**K. Safety**

1. No flammable, combustible or explosive fluids, chemicals, or substances shall be kept in any unit or on the Common Elements.
2. No oil drilling, oil developmental operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium or Association Property. No derrick or other structure designed for such use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Condominium or Association Property.
3. Fire doors must be kept closed at all times. Fire apparatus on the Condominium Property is for emergency use only in case of fire and not to be used for any other purpose.

**L. Moving In/Out and Deliveries**

1. Moving shall be done only by appropriately licensed movers or the resident.

2. Residents must notify Management to reserve the elevator at least seventy-two (72) hours in advance before moving furniture or other large household items into or out of the Condominium Property.
3. Residents, including lessees, must provide Management with a \$250 non-refundable fee and a refundable \$2,500.00 damage deposit prior to receiving permission to move in or move out.
4. Should it be necessary to provide additional security, as determined by Management, residents including lessees will be responsible for payment of any additionally required personnel.
5. Move in/out and delivery times are 8:30 a.m. to 4:30 p.m., Monday through Friday. Any activity outside these times must be approved by the Board of Directors and may incur charges for additional security.

**M. Trades People and Contractors**

1. Trades people and/or contractors who deliver or provide services to a unit are permitted access only during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, except in cases of special emergency with approval of Management.
2. All trades people and/or contractors must submit to the Association copies of their license, permits, and Certificate of Insurance and meet other requirements as requested by Management.
3. Entrance permission must be arranged through Security and/or Front Desk personnel and/or Receiving Attendant and all trades people and/or Contractors must wear any badge provided while on the premises.
4. Any person doing unauthorized construction will be banned from entering the building and doing any future work in the building.
5. Trades people and/or Contractors must use the delivery entrance and elevator whenever possible.
6. Unit Owners having work done are required to cover as necessary (or have their trades people and/or Contractors cover) the common flooring areas between the elevators and their unit to prevent damage. These covers must be removed by 5:00 p.m. each day. Any damage resulting to the common areas must be reported to the Management office for repair at the Unit Owner's expense.
7. Unit Owners completing modifications to their units must pay and maintain a refundable \$2,500 damage deposit. Once the Association no longer maintains ongoing construction-related garbage dumpsters, Unit Owners completing modifications will have to arrange and pay for their own garbage dumpster, schedule its delivery and removal with the Management Office, and pay any related fees as set by the Association or alternatively have construction debris removed in another way.
8. No construction which will result in an addition, alteration or improvement to

the Common Elements, a unit, or any Limited Common Element may be commenced without prior written consent of the Board of Directors pursuant to Section 9.1 of the Declaration. In addition to the other restrictions contained therein and in these rules and regulations, approval will not be granted if a Unit Owner is delinquent in the payment of assessments or other charges to the Association or is otherwise in violation of any provisions of the Declaration of Condominium or rules and regulations.

**N. Smoking**

1. Smoking is prohibited in all the common areas of the Condominium Property including the Recreation Room. Smoking means use as well as possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product (See Florida Clean Indoor Air Act, Fla. Stat. Section 386.201-211).

2. Smokers must extinguish smoking material and deposit it in an appropriate receptacle prior to entering a smoking prohibited area.

**O. Employees of the Association**

1. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors, directly or through the on-site manager, shall be solely responsible for directing and supervising employees of the Association.

**X. OCCUPANCY**

A Unit Owner shall provide the Association and Management with a written notice of all transfers, leases, sales or any other conveyances of a unit or interest therein, regardless of whether or not Association approval is required.

**A. Leasing and Sales**

1. An application must be submitted to the Association for the sale or lease of a unit. The sale or lease of a Unit is subject to the approval of the Board of Directors.

2. A lessee or buyer may not take possession of a unit prior to obtaining the written consent of the Board of Directors.

3. A Unit Owner may lease their unit for no less than six (6) consecutive months. No short-term leases or seasonal rentals are permitted.

4. A lessee will post and maintain with the Association a refundable security deposit of one month's rent and deposit will be refunded upon termination of lease. Written request for refund of deposit is required.

5. An owner who rents their unit may not, during the term of such lease, use the pool, health spa/gym, tennis court or recreation room or have the use of free valet parking.

**B. Maintenance of Community Interests**

1. These provisions are set forth in the Declaration of Condominium.

**XI. ENFORCEMENT OF RULES AND REGULATIONS**

A. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as each may be amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action that may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

1. Notice: The party against whom a fine(s) is sought shall be afforded an opportunity for hearing before a committee of other Unit Owners after reasonable notice of not less than fourteen (14) days and said notice shall include: a statement of the date, time and place of the hearing; a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and a short and plain statement of the matters asserted by the association.
2. Hearing: The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
3. Fines: The Association may impose fines against the applicable unit up to the maximum amount permitted by law from time to time, but no greater than the actual damages caused by the applicable unit. Fines shall not exceed \$100 for each violation, levied on the basis of each day of a continuing violation up to a maximum of \$1,000, shall be collected by the Association and shall become part of the Common Surplus of the Condominium Documents including the provisions herein for fines.
4. Violations: Each separate incident, which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
5. Payment of Fines: Fines shall be paid no later than thirty (30) days after notice of the imposition thereof.

6. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

7. Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

B. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted. These rules and regulations shall not apply to the Developer. All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions thereof. 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 of Directors.

C. If for any reason any part of these rules and regulations is deemed to be unenforceable, the remainder shall remain enforceable.

## **XII. RULE CHANGES**

The Board of Directors reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the Condominium properties and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of members; provided that changes, revocations, or additions must be adopted in accordance with the procedures set forth in the By-Laws of the Association before such changes, revocations, or additions become effective. After adoption, changes may be overridden in the manner described in the By-Laws.

APPROVED BY THE 2014 BOARD OF DIRECTORS  
MURANO GRANDE AT PORTOFINO CONDOMINIUM ASSOCIATION, INC.  
400 Alton Road  
Miami Beach, FL 33139  
Phone: (305) 604-5200  
Fax: (305) 938-4093