



RULES AND REGULATIONS October 2, 2024

Unless otherwise defined in this document, all defined terms shall have the same meaning as used in the Declaration of Condominium.

GENERAL RULES

1. These Rules and Regulations shall apply equally to Unit Owners, their families, guests, staff, invitees, vendors, contractors, and tenants.

Parking

2. Only passenger automobiles, sport/utility vehicles, compact pick-up trucks, vans, golf carts and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose.
3. Certain Limited Common Element parking spaces are assigned. No Unit Owner or Occupant may park in a parking space that is assigned to another Unit, unless the Owner of the Unit to which the other parking space was assigned has given his or her written consent and a copy of such consent has been sent to the Association office. Any vehicle parked in such a manner that it occupies more than one space (i.e., parked and protruding over the parking space division lines) and/or in such a manner that it prevents another owner/resident from parking in their assigned parking space shall be subject to towing without prior notice.
4. No Unit Owner or Occupant may park more than one (1) motorized vehicle in a parking space.
5. For security reasons, a Unit will be issued one (1) transponder for each Limited Common Element parking space assigned to the Unit. Only registered residents, after having gone through the application for occupancy process, are permitted to park in the garage at the assigned parking space(s) for the unit. Each transponder must be registered in the Association office for use with a particular vehicle and be affixed to and utilized by the vehicle to which it is registered.
6. Commercial vehicles, trucks, campers, motor homes, trailers, boats, boat trailers and water crafts of any kind (including kayaks, jet skis etc.) are prohibited in the garage.
7. Bicycles shall be parked only in the bike rack areas, if any, or as may otherwise be designated by the Board. All bicycles must be registered with the Association office.

8. Vehicle maintenance, if any, is not permitted on the Condominium Property. Unit Owners may not wash their cars on the Condominium Property.
9. All vehicles must be currently registered with the DSMV and no inoperable or dilapidated vehicles may be kept on the Condominium Property.
10. All guests must park via valet services and such parking is limited, based on availability.
11. If an approved Resident's vehicle is being repaired or if the approved Resident is temporarily using a vehicle other than the registered vehicle for some reason, the approved Resident may obtain a temporary parking permit from the management office by providing written documentation of the temporary vehicle's assignment to them.
12. **Disabled Parking Spaces:** No person may stop, stand, or park a vehicle within, or to obstruct, any parking space in the Condominium that has been designated and marked as a disabled parking space, unless the vehicle displays a valid disabled parking permit or a disabled parking license plate issued pursuant to Florida law and the vehicle is transporting the person to whom the displayed permit or license is issued. Irrespective of the presence of any disabled or handicapped parking permit, tag, license plate, or other designation on their vehicles, Residents and Occupants of units in the condominium may only park in the parking spaces designated as handicapped and disabled parking in the Declaration of Condominium by complying with the following procedures. Any Unit Occupant that has a disability as provided for in Federal or Florida law who is currently assigned a parking space that has not been designated and marked as a disabled parking space pursuant to the Declaration of Condominium and exhibits thereto, but who seeks to use one of the marked disabled parking spaces at the condominium must make a request for an accommodation to the Board of Directors. Thereupon, the Board of Directors will consider the request for accommodation and any supporting information or documentation submitted therewith and may, thereafter, grant such reasonable accommodations to the requesting Occupant by temporarily reassigning the Resident or Occupant one of the available disabled parking spaces, as provided for in Article 25.6 of the Declaration, and the exhibits attached thereto. Upon granting the accommodation to the requesting Occupant, the original assigned non-disabled parking space for the requesting Occupant's Unit shall become an Association common element space during the Occupant's residency in the Condominium. Upon the Occupant no longer residing in the Condominium or no longer requiring the disabled space, the assignment of parking spaces shall revert to the original parking space assignment for the unit. It is the intent of this rule that Occupants whose disabilities necessitate use of the designated disabled parking spaces be granted accommodations to allow such use as their assigned Limited Common Element parking space. Disabled Occupants who request accommodations will be assigned designated disabled parking spaces based upon the order in which such requests for accommodations are received, based upon

availability of any designated parking spaces, and such other factors as may be reasonably appropriate to accommodate the requesting Occupant's disability in compliance with Federal and Florida law. However, nothing in this rule shall limit the Board's authority to assign other parking spaces at the condominium from among the Common Element spaces that are not designated as disabled parking spaces in the Declaration of Condominium to Occupants requesting accommodations due to their disability, in the event all of the designated disabled parking spaces have already been assigned to accommodate other Unit Occupants with disabilities.

13. There are certain portions of the parking garage which are common elements of the Association and have been specifically designated to use as extra parking for residents with motorcycles. Any owner or resident who wishes to have exclusive use of such common element spaces to park their motorcycle must enter into a use/license agreement and pay the applicable exclusive use fee. Any motorcycles parked in these areas without the use/license agreement having been entered into is subject to towing without prior notice.
14. **Specific Remedies for Parking Violations:** Vehicles in violation of these Rules and Regulations regarding parking in the Garage may be towed, immobilized or removed without notice at the vehicle Owner's expense. In addition, the Association may fine the Owner or Occupant in violation of the Rules and Regulations and take any other remedial action available to it under Florida law or its governing documents.

Exterior/Common Areas

15. No exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed without the written consent of the Board.
16. To maintain harmony of the exterior appearance of the Building, no Unit Owner or Occupant shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium Property or Association property visible from the exterior of the Building or from the Common Elements without the prior written consent of the Board. All curtains, shades, drapes and blinds shall be white or off-white in color or lined with material of these colors. Balcony floor covering material and colors must be approved by the Board.
17. All Common Elements inside and outside the Building will be used for their designated purposes only, and nothing belonging to Unit Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Board, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests, contractors, and family members.

18. Hurricane Shutters may only be installed in accordance with the Rules Regarding Hurricane Shutters attached hereto as Exhibit 1.

Pets

19. Two dogs, cats or birds (two being the maximum number of such animals in any combination but excluding specifically reptiles, potbellied pigs and other livestock or wildlife or animals being kept for commercial purposes) and/or a reasonable quantity of fish per Unit shall be permitted to unit owners upon the following conditions:
- a. No pet shall weigh over 50 pounds.
 - b. On all portions of the Common Elements, pets shall be under hand- held leash or carried at all times. Specifically, all pets should be carried through the lobby.
 - c. No pets may be left unaccompanied by his or her owner in or upon any Limited Common Element appurtenant to a Unit, including but not limited to balconies. No pets may be left unattended on the Common Elements of the Condominium.
 - d. Pets are only permitted to urinate/defecate in grassed areas, except those areas marked with no pee/poop signs, and all feces must be immediately picked up and disposed of by the owner. Failure to immediately dispose of waste, or urination/defecation in restricted areas will be deemed a violation of this rule.
 - e. Pets that are vicious, noisy or otherwise bothersome will not be permitted in the Condominium. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board, written notice shall be given to the Unit Owner or other person responsible for the pet and the pet must be removed from the Condominium Property within three (3) days.
 - f. Guests and tenants are not permitted to keep pets in the Unit or on any common areas in the building.
 - g. The Board of Directors has the authority and discretion to make exceptions to the limitations in these regulations in individual cases and to impose conditions concerning the exceptions.
 - h. All pet owners must complete the Pet Affidavit and Registration forms in the Association Office prior to bringing the pet in the Property/Unit. Upon registering the pet, the Association shall issue a tag/decal, which the pet

must wear at all times while on the Common Elements. The Pet Affidavit and Registration forms are attached hereto as Exhibit 2.

- i. Part of the pet registration process requires submission of a DNA sample for every pet. The costs associated with processing and properly registering the pet's DNA will be charged to the Owner upon registration. All Owners must register their pets and submit a DNA sample. Failure/refusal to do so will result in the Owner being required to remove the pet from the Condominium.
 - j. Any Rules posted at the Dog Park will be in addition to those stated above and will be strictly and evenly enforced. Use of the Dog Park is for pets who have been properly registered with the Association. Owners/residents that have not properly registered their pets with the Association who attempt to use the Dog Park will be subject to fines and any other remedies available under Florida law. Unit Occupancy
20. All persons occupying units shall be registered with the Association before the time of their occupancy of the unit. This includes Unit Owners, tenants, their family living in the unit, and guests staying overnight more than 10 consecutive days & nights.
21. All guests/visitors MUST be registered at the Front Desk and be accompanied by a Skyline Resident at all times while using ALL amenities and while moving through the common areas, other than when entering/exiting the property.
22. Access to the building and its amenities is managed through electronic keyfobs which are issued EXCLUSIVELY TO REGISTERED AND APPROVED RESIDENTS of Skyline on Brickell. Residents are expected to carry their keyfobs with them at all times and are not permitted to routinely request the Front Desk or Association/Management staff to provide access to the Condominium because they do not carry their keyfobs with them. The Association reserves the right to deactivate and classify as "lost" any keyfobs issued to a resident in the event the resident regularly requests Association/Management to provide access to the Condominium Property because they do not have their issued keyfob with them, as well as charge such resident the applicable fee for replacement/activation of a new keyfob. For security reasons; any guest, visitor, contractor, and/or employee found to be in possession of a working Skyline keyfob will result in every keyfob registered to that unit being temporarily deactivated until the Resident is contacted and the matter is resolved. Temporary keyfobs for guests may be issued and obtained in the management office for guests who have been registered as required by these Rules. The temporary keyfobs will be set to automatically deactivated on the date the registered guest is scheduled to depart, and the temporary keyfob must be returned to the management office no later than two (2) days from the guest's scheduled time for departure, which must be disclosed as part of the registration process. A refundable deposit for the temporary keyfob will be charged and returned to the Owner/guest only upon return of the keyfob

and is considered forfeited if the keyfob is not returned in compliance with these Rules.

23. All tenants and Owners must complete the Acknowledgment of Insurance Requirement in the Association Office, acknowledging that the Association's property insurance does not cover personal property in the unit, unit finishing, personal property and items, and other things. All Unit Occupants are encouraged to obtain insurance to cover these items.
24. Units may not be rented for periods of less than twelve (12) consecutive months. There shall be no month-to-month renewals at the expiration of the approved lease term. All renewals are subject to Association approval and must be for a twelve (12) month minimum term.
25. Short-Term rental services such as AirBnb, Homeaway, VRBO and alike are strictly prohibited at Skykline. If the Association discovers any person staying in a unit under these circumstances; they will be asked to leave the property immediately. If needed, the authorities will be contacted, and the owner/tenant of the unit responsible for the infraction will be fined to the fullest extent allowed by FL Statute.
26. If an Owner and tenant want to renew the Lease, they must notify the Association at least two (2) months before the expiration of the current approved lease, so that the proper approval process may take place. Any renewal lease and renewal application must be submitted no later than thirty (30) days prior to the expiration of the current approved lease.
27. Tenants must update their background check annually at the time of their lease renewal. The cost of this process is the responsibility of the tenant.
28. All tenants must sign the Affidavit related to rentals at the Association Office before moving in.
29. The Unit Owner, or the Unit Owner's agent must give a copy of the Association's Governing Documents, including these Rules and Regulations, to the tenants and guests.
30. No unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a Unit overnight than the number of bedrooms times two, plus two for ten consecutive days and nights. Any person over the age of 18 which occupies a unit for more than 10 consecutive days and nights is considered a resident and must be subject to the application for occupancy process if they wish to continue to reside in the unit.
31. If a resident (tenant or owner) plans to have an overnight guest(s) stay in their unit for 30 days or less; they must notify the management office in writing by completing the GUEST AUTHORIZATION FORM, and submitting it to the

management office it prior to their overnight guest's arrival. Any guest occupying the unit for more than thirty (30) days total during any 12-month period, whether consecutively or not, will be considered an tenant of the Owner and must submit an application for tenancy and be approved by the Association in the manner provided by the Rules.

32. If an Owner or resident employs a day worker, such as a nanny, caregiver, house cleaner or other similar person, and such day worker regularly accesses the Unit, such day worker must be registered with the Association and receive a guest pass. This registration and guest pass must be renewed every six months even if there have been no changes. Also, should the day worker cease to work in the unit, the Owner or resident must notify the Association immediately, so that the guest pass may be deactivated.

Pass Key

The Association has the irrevocable right of access to units pursuant to Section 718.111(5), Florida Statutes, as amended from time to time, as well as the governing documents. Accordingly, the Association shall retain a current pass key to the units, and the Unit Owners shall be required to submit a current key to the Association upon request. Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association, pursuant to its statutory right of access to the Units. Duplication of Unit Owners' keys to Common Element facilities is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the Association. Changing of locks must be done through the Association. Each Unit Owner shall be responsible for the costs associated with his or her changed locks and additional keys. The Association shall assist in unlocking a unit in the event of an emergency, or otherwise as needed by the Association. If a resident, for non-emergencies, requests the Association to unlock a Unit, the resident shall be assessed a convenience fee of \$25.00.

Use of the Condominium Property

33. Small children must be under the direct supervision of a responsible adult while on the Common Elements, to ensure their safety and welfare
34. No activity causing a nuisance is allowed within the Condominium property, including Common Elements, Limited Common Elements, or Units.
35. Loud and disturbing noises are prohibited within the Condominium property, including Common Elements, Limited Common Elements, or Units.. Any local ordinances prohibiting loud and excessive noise must be strictly followed and will be strictly enforced at the Condominium.
36. Bikes, skateboards, rollerblades, shopping carts, bell carts or any similar apparatus, with wheels, may not be taken though the lobby. The side entrance and exit of the building must be used instead.
37. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not

disturb others.

38. No vocal or instrumental practice is permitted in the units after 10:00 p.m. or before 9:00 am.
39. The Playground area is open for use from Sunrise to Sunset. There is no Association employee on duty to supervise. All small children should be accompanied by a responsible adult to ensure their safety and all equipment must be used in the manner intended by the manufacturer.
40. Illegal activities are prohibited on Condominium Property.
41. Common element lawns, shrubbery or other exterior plantings shall not be altered, moved or added to without permission of the Association.
42. Bathing apparel and beach accessories shall not be maintained outside of the Units or Limited Common Element balconies and terraces, and such apparel and accessories shall not be exposed to view.
43. Nothing shall be done or kept in any unit or in the Common Elements that will increase the rate of insurance on the Building or contents thereof or upon any portion of the Condominium Property, without the prior written consent of the Board.
44. No Unit Owner or occupant shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law or building code.
45. Storage lockers may be leased or assigned, if available, and must be used in accordance with the Rules and Regulations specific to storage lockers, attached hereto as Exhibit-3.
46. Barbecuing and/or outdoor grilling of any kind shall only be allowed on Association grills and in areas designated as safe and appropriate by the Board. Grills or barbecues of any kind are not permitted to be used or stored within units, on unit balconies, or any limited common elements of any unit. Currently, certain areas in the brick portion of the courtyard have been designated as a grill area. Barbequing and/or outdoor grilling is limited to these designated areas. Grills must be reserved in advance with the front desk. Reservations are available in four (4) hour increments. Association grills must be properly cleaned after each use. Grills may be used by one occupant for no more than four consecutive hours at a time, to allow for others to reserve and use grills as well. Time reserved includes cleaning time. Grills shall not be used on balconies or inside any Units. Use of the Association grills is further subject to all guidelines set forth in the BBQ Reservation Checklist, and contract reservation for BBQ. A copy of these documents is attached hereto as Exhibit 4.

47. Exclusive use of the Skyline Room in the Condominium is subject to the guidelines set forth in the Social Room Reservation Checklist, Party Room and Contract Reservation document governing the same. A copy of these documents is attached hereto as Exhibit 5.
48. If smoke is created in or emanating from a unit due to any non-dangerous incident, such as cooking, the resident must open exterior windows and doors to air the unit out, as opposed to opening the entrance door to the unit. In opening the entrance door to the unit, the smoke is allowed to emanate into the hallway and triggers a false smoke alarm. Such false alarms create unnecessary burdens on emergency responders and the Association and can cause the Association to incur fines from local governing authorities. If the Association is fined as a result of a unit occupant's failure to abide by this regulation, such unit occupant shall be required to pay the fine or for any fines the Association was required to pay. If a unit's tenant or guest causes the violation, the unit Owner shall be jointly responsible for payment of the fines. This regulation does not apply in the event the smoke is due to an emergency or other dangerous incident, in which case, the resident is encouraged to seek assistance in every way possible, including setting off the fire or smoke alarm, contacting security and the local emergency responders.
49. Shirts, shoes and generally appropriate attire, in the reasonable discretion of the Board, must be worn in all interior Common Element areas. Residents shall not wear swimsuits or any swim attire within the interior Common Elements, unless appropriately covered. Bare feet, bare chests, and swimsuits with no other garments covering same shall be prohibited inside the condominium property except for the pool and pool deck area.
50. Smoking is not permitted on the Common Elements.

Fitness Center Usage/Personal Trainers

51. Only unit owners, authorized tenants, residents and guests accompanied by an owner, authorized tenant or resident may use the Fitness Center. No more than 2 guests per unit owner, authorized tenant or resident are allowed in the Fitness Center at any given time.
52. For safety reasons, only persons capable of using the equipment, safely, and in accordance with manufacturers specification can use the Fitness Center.
53. All unit owners, authorized tenants, residents and guests using the Fitness Center and the equipment therein do so at their own risk. The Association shall not be responsible for any injuries or accidents.
54. All persons must wear proper attire when utilizing the Fitness Center. This includes T-shirts, shorts, sweat suits or other appropriate athletic clothes. Shirts must be worn at

all times. All persons must wear sneakers when utilizing the Fitness Center.

55. Smoking is not permitted in the Fitness Center.
56. Food and alcoholic beverages are not permitted in the Fitness Center. Non-alcoholic beverages are permitted only in plastic capped containers.
57. When applicable, equipment must be turned off when not in use and lights must be turned off when leaving the facility.
58. There is a one half-hour time limit for use of a particular piece of equipment when someone is waiting to use the same equipment.
59. Headphones must be used when listening to electronic devices.
60. All persons must thoroughly wipe down the equipment immediately following its use. Hand wipes are provided by the Association and can be found outside the men's and women's bathrooms. This must be done for sanitary reasons. Failure to do so will lead to restricted use of the Fitness Center.
61. Persons who damage the equipment through negligence or abuse shall be liable for all expenses incurred by the Association in repairing or replacing the damaged equipment.
62. All problems with the Fitness Center and equipment located therein shall be promptly reported to the Association's property manager or the front desk.
63. Trainers are permitted to train unit owners, authorized tenants and residents of Skyline on Brickell Condominium, provided they are certified and maintain the requisite amount of liability insurance set forth in the Association's fitness trainer application ("Application"). The Application as well as proof of certification and insurance must be submitted to the Association prior to the training of any unit owner, authorized tenant or resident. The Fitness Center may not be used for the training of any person who is not the owner, authorized tenant or resident of a unit within the Skyline on Brickell Condominium.
64. Commercial use of the Fitness Center by any unit owner, authorized tenant or resident is strictly prohibited, except as otherwise expressly provided herein.
65. All guests must be registered by the unit owner, authorized tenant or resident with the front desk prior to utilizing the Fitness Center or any equipment therein. Any non-registered guest will be asked to leave the Fitness Center.

- 66. Users of the Fitness Center must place all equipment back in the proper designated area (i.e., re-racking of weights) when they are done using the equipment. Weights and other equipment are not to be left on the floor, benches or any other areas of the Fitness Center when not in use.
- 67. Gym Hours should be from 5:00am to 11:00pm and no excessive noise should be permitted from 10pm – 9am.

Move In/Move Out

- 68. Persons moving furniture and other property into and out of Units must notify the Association office in advance. All such moving must be done between the hours of 9:00 A.M. and 4:00 P.M., on Mondays, Wednesdays, and Fridays only. Tuesdays and Thursdays are reserved for deliveries, and move-ins/move-outs will not be permitted on these days. Moving vans and trucks used for this purpose shall only remain on the Condominium Property when actually in use.
- 69. Anyone moving in or out of the building must complete the forms in the Association office and submit the damage deposits and fees set forth therein. A copy of these forms is attached hereto as Exhibit 9.

Construction

- 70. Repair, construction, decorating or re-modeling work in units shall only be carried out in accordance with the Association's Governing Documents, including the requirement to obtain Association approval when necessary. Any such repair, construction, decorating or remodeling work shall only take place Mondays through Fridays between the hours of 9:00 AM, and 4:30 P.M. Rules for decorators, contractors and subcontractors are available in the Association Office and must be complied with. A complete copy of the Architectural Modification Application, which includes the referenced rules and other requirements for owners and occupants, is attached hereto as Exhibit 10. The Association's approval of the Architectural Modification Application expires after thirty (30) days from the date of approval and may only be extended by the written approval of the Board of Directors. Any owners' contractors performing work in the unit past the date of expiration without such approval will not be permitted entry into the Condominium Property.

Pool Rules

71. Please shower immediately before entering the pool. No soap, shower gel, or shampoo allowed.
72. Due to safety concerns minors must be accompanied or supervised by an adult while in the pool.
73. Proper attire should be worn at all times in the pool area.
74. Any incontinent person must wear protective waterproof garments while in the pool for sanitary reasons.
75. There is no smoking within the gated area of the pool.
76. No alcoholic beverages, glass or breakable containers are allowed in the pool or in the pool gated area.
77. No one may be eating, drinking or holding any food and/or drinks while inside the pool.
78. Pets are not allowed within the pool area or in the pool.
79. No diving, jumping, running, floats or balls allowed. (Water wings or other types of safety floatation devices are allowed.).
80. Headphones must be worn with any audio equipment.
81. Please be considerate of others when using a cell phone within the gated pool area.
82. Pool furniture may not be reserved or removed from the gated pool area. Please use a towel when sitting/lounging on pool furniture.
83. THERE IS NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK
84. Pool and Spa areas are open sunrise to sunset.
85. No more than two (2) guests per approve Resident shall be allowed at the Pool at any time, and all guests shall be accompanied by an approved Resident at all times while in the Pool Area.

Tennis Court Rules

86. The Tennis Court is exclusively for Unit Owners, approved tenants, and approved Residents of Units. Subject to the below Rules, each Resident is permitted three guests while using the tennis court.
87. Tennis Courts are for tennis play and practice only and are not to be used for any other purpose whatsoever.
88. Tennis Court use must be reserved 72 hours in advance at the front desk. Tennis Court reservations may be made for no more than two consecutive hours one hour sessions at one time, per Resident, and may not exceed two reservations per 72 hour period advance period.
89. Tennis Court hours are from 6:00 A.M. to 11:00 P.M.

90. Proper tennis shoes and attire are required at all times on the court.
91. All audio equipment may be used with headphones only.
92. Court gates are to be securely locked at all times when Tennis Courts are not in use.
93. Food, glass, smoking, pets, bicycles, skateboards, strollers, or anything else with wheels that may damage the surface are prohibited on the tennis courts at all times.
94. Tennis instructors who are Unit Owners, Authorized Tenants, and/or Residents within the Association ("Resident Instructors") may only give lessons to persons who are also Unit Owners, Authorized Tenants, and/or Residents within the Association. Resident Instructors providing lessons to persons who are not Unit Owners, Authorized Tenants, and/or Residents within the Association shall be deemed to be in violation of Sections 18.3, 18.4, and 18.5 of the Association's Declaration of Condominium, and may be subject to fines and/or suspensions of the right to use the Association's Common Elements, including, but not limited to, the Tennis Court
95. Tennis instructors are permitted to give lessons to Unit Owners, authorized tenants and residents of Skyline on Brickell Condominium, provided they are certified and maintain the requisite amount of liability insurance set forth in the Association's trainer/instructor Application ("Application"). The Application, as well as proof of certification and insurance must be submitted to the Association prior to the lessons being given to any Unit Owner, authorized tenant or resident. The Unit Owner or Occupant that engages such instructor must also complete a form in the Association office, whereby he or she agrees to release the Association from any liability related to any injury or damage caused by or related to the tennis instructor. A copy of the Application is attached hereto as Exhibit 8.

Boat Slips

- 95. Boat Slips are a Limited Common Element for which the right of exclusive use is owned in conjunction with an apartment in the building. Any owner or resident assigned a boat slip must ensure that a current copy of the current registration and insurance for their boat is on file with the Association at all times, and shall provide the Association with copies of same upon request.
- 96. Boat Slips are for the exclusive use of the unit owner or resident it is assigned to.
- 97. Maximum vessel length: 30'. Maximum vessel width: 10'.
- 98. No jet skis, sail boats, or catamarans permitted in the slips.
- 99. Pick-up and drop-offs by unregistered vessels must be cleared in advance with, and approved in writing by the Association.

Drones/UAVs

- 100. The use of drones/UAVs of any kind by residents and guests of Skyline is not permitted within the property.

Fining/Enforcement

- 101. The Board may impose a fine for each violation of these Rules and Regulations or any of the Condominium documents, the amount of such fine to be set by the Board in accordance with the provisions of Chapter 718, Florida Statutes.
 - 102. In addition, the Board may seek an injunction or exercise any other remedy available to it under law to enforce these Rules and Regulations. It shall have the right to recover any attorney's fees it incurs as a result of such action from the violating party and the Owner, who shall be jointly and severally liable for any damage caused by his guest, tenant and/or Occupant.
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Exhibit 1

Skyline on Brickell Condominium Association, Inc. Rules and Regulations

RULES FOR OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS

I. THE RIGHT TO SPEAK:

1. To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board.
2. After each motion is made and seconded by the Board members the meeting Chairperson will permit Unit Owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.
3. Unit Owner participation will not be permitted after reports of officers or committees unless a motion is made to act upon the report, or the Chair determines that it is appropriate or is in the best interest of the Association.
4. A Unit Owner wishing to speak must first raise his or her hand and wait to be recognized by the Chair.
5. While a Unit Owner is speaking, he or she must address only the Chair; no one else is permitted to speak at the same time.
6. A Unit Owner may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.
7. The Chair may, by asking if there be any objection and hearing none, permit a Unit Owner to speak for longer than three (3) minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.
8. The Chair will have the sole authority and responsibility to see to it that all Unit Owner participation is relevant to the subject or motion on the floor.

II. THE RIGHT TO VIDEOTAPE OR AUDIOTAPE:

9. The audio and video equipment and devices that Unit Owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

Audio or video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.

10. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
11. At least 24 hours advance written notice shall be given to the Board by any Unit Owner desiring to utilize any audio and/or Video equipment to record a meeting.

III. ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED ON THE ASSOCIATION BULLETIN BOARD AND INSIDE THE ELEVATORS.

Exhibit 2

**Skyline on Brickell Condominium Association, Inc.
Rules and Regulations**

IV.

PET AFFIDAVIT

The undersigned, being first duly sworn according to laws does herein affirm and state that;

1. This Affidavit is made in connection with the proposed ***lease*** of unit_____of Skyline on Brickell Condominium Association, Inc., Condominium m according to the Declaration there of as recorded in official Records Book 22848 Page 4086 of the public records of Miami Dade County Florida by_____.
2. Affiant and_____understands the Rules & Regulation of the Skyline on Brickell Condominium Association, Inc. A. General Rules, section 5, subparagraph f, page #2, which states, "Guests and tenants are not permitted to have pets".
3. Affiant hereby confirms that he/she does not have a pet.

Signature

Witness

Witness

SKYLINE ON BRICKELL

PET REGISTRATION FORM-FOR UNIT OWNERS ONLY

Unit Owner: _____

Unit #: _____

Type of Pet (please circle one): DOG CAT BIRD OTHER

Pet's Name: _____ Pet's Age: _____

Pet's Weight: _____ Pet's License/Tag Number: _____

Breed (*Be specific – give complete description, color, etc.*): _____

Please attach photo of pet
here

Owner to Sign Below:

=====

I am aware of SKYLINE ON BRICKELL CONDOMINIUM ASSOCIATION'S rules,
regulations and restrictions regarding pets on the property and agree to abide by them.

Signature _____ Date: _____

PLEASE RETURN FORM WITH PHOTO AND REGISTRATION
TO THE MANAGEMENT OFFICE

SKYLINE PET REGISTRATION NUMBER # _____

Exhibit 3

Skyline on Brickell Condominium Association, Inc.

Rules and Regulations

STORAGE LOCKER RULES

Use of the Storage lockers are subject to the Rules and Regulations of the Association, as they may be amended from time to time. The following are the current rules governing Storage lockers:

1. There shall be no alterations to the storage lockers.
2. Storage lockers may only be used for storage and cannot be used for living quarters or to conduct any business.
3. Storage locker users must supply their own locks for the storage lockers, but a copy of the key must be given to the Association so that it may access the storage lockers in the event of an emergency.
4. No chemicals or other toxic or dangerous items may be stored in the storage locker.
5. No one may connect any electricity in any storage locker.
6. All items must be stored inside the storage locker. The Association may discard any items left outside the storage locker.
7. Items stored in the Storage lockers will be Stored at the Storage locker user’s risk. The Association is not responsible for damage, casualty, theft, etc... The Storage locker user is encouraged to obtain insurance to cover all items within the Storage locker.

By signing below I acknowledge and agree to abide by all rules listed above.

_____,
Resident Signature

_____,
Date

Exhibit 4

**Skyline on Brickell Condominium Association, Inc.
Rules and Regulations**

BBQ RESERVATION CHECKLIST

(NO RESERVATION CAN EXCEED 4 HOURS)

1. Reservation

- _____A. Fill out form
- _____B. \$30.00 Rental fee, (for 10-15 people)
- _____C. \$200.00 Damage Deposit (refundable)

2. Valet

_____The building only guarantees parking for four (4) vehicles.

3. List – To be provided at least 24 hours prior to the function

- _____A. A list of expected guests
- _____B. A list of Caterers or others

4. Agreement -

- _____A. Signed Agreement (attached)

**SKYLINE ON BRICKELL
CONTRACT RESERVATION**

RESERVATION FOR BBQ:

NAME: _____

UNIT NUMBER: _____

DAY PHONE: _____ OTHER PHONE: _____

CHECKS RECEIVED:

List check number:

I am requesting approval for reservation of the barbeque for the following function:

The function will take place on the following date: _____

***I understand that the reservation cannot be confirmed until all requested information and associated deposits have been submitted to the Associations Management office.**

Schedule of Fees:

I acknowledge, understand and agree that the Skyline on Brickell Condominium Association office must receive a BBQ Rental Fee of \$30, and a Damage Deposit of \$200.00.

AGREEMENT:

I understand and acknowledge that Skyline is unable to accommodate more than four (4) vehicles due to the limited parking space available. As such, **I realize that if more than four (4) vehicles arrive for this function they risk being turned away, due to lack of available parking.**

I further understand that in the event my party exceeds 30 people, additional guests will be turned away, and denied entry.

I will conduct a walkthrough with the management representative before and after the event to review the condition of the facilities in the area.

I acknowledge, understand and agree that disturbing noise levels whether conversation or music will not be allowed, that decorations requiring attachments will not be allowed, including thumb tacks, tape, staples, etc., and that the gathering must be conclude at **11 p.m.** I acknowledge, understand and agree that I am responsible for the general pick up of the area and access areas and for disposing/removing all garbage and debris. I agree that the facility will be arranged back to the condition it was prior to my event immediately after the conclusion of the event.

I am providing an authorization form for any service providers and a guest list.

I acknowledge, understand and agree that if any damages occur during this function, The Skyline on Brickell Condominium Association will bill me and deduct the amount from my security deposit. I further agree that the Association will bill me if those damages exceed the amount of the deposit and I am responsible to pay for the additional cost within 5 days from the date of the invoice.

I am aware that security is instructed to call the local fire authorities if necessary in order to enforce any of the Skyline rules including the no smoking rule. I am also aware that the security staff has the authorization to contact the Miami Dade Police department in the event that my guests or myself cause a disturbance or do not otherwise comply with these guidelines.

I read, I acknowledge and agree with all the above.

Owner Signature

Date

Approval Managers' Office

Date

GUEST LIST

<u>1</u>	<u>26</u>
<u>2</u>	<u>27</u>
<u>3</u>	<u>28</u>
<u>4</u>	<u>29</u>
<u>5</u>	<u>30</u>
<u>6</u>	<u>31</u> N/A
<u>7</u>	<u>32</u> N/A
<u>8</u>	<u>33</u> N/A
<u>9</u>	<u>34</u> N/A
<u>10</u>	<u>35</u> N/A
<u>11</u>	<u>36</u> N/A
<u>12</u>	<u>37</u> N/A
<u>13</u>	<u>38</u> N/A
<u>14</u>	<u>39</u> N/A
<u>15</u>	<u>40</u> N/A
<u>16</u>	<u>41</u> N/A
<u>17</u>	<u>42</u> N/A
<u>18</u>	<u>43</u> N/A
<u>19</u>	<u>44</u> N/A
<u>20</u>	<u>45</u> N/A
<u>21</u>	<u>46</u> N/A
<u>22</u>	<u>47</u> N/A
<u>23</u>	<u>48</u> N/A
<u>24</u>	<u>49</u> N/A
<u>25</u>	<u>50</u> N/A

Exhibit 5

Skyline on Brickell Condominium Association, Inc. Rules and Regulations

SOCIAL ROOM RESERVATION CHECK LIST

(Each event cannot exceed 5 Hours)

- I. Reservation form – filled out
___ A. \$500.00 deposit (refundable)
___ B. \$75.00 For the use of the Skyline Room / Sun Deck
- II. Valet
___ The building only guarantees parking for four (4) vehicles.
- III. List of all people involved with function – must be provided 48 hours prior.
___ A. List of all guests.
___ B. List of caterer and help – a copy of their driver's license, General Liability & Liquor Liability Coverage, Auto. Liability Insurance, Workers Compensation in state of FL.
___ C. Entertainers
___ D. Any others attending.
- IV. Room Preparation
___ A. Layout of tables, chairs, buffet area, etc... - if the rearrangement or removal of the furniture is required, arrangements must be made and paid for by the unit owner.
___ B. List of equipment to be used at the function, additional furniture, and placement.
___ C. Black rubber mats need to be placed in elevator prior to the caterers arriving.
 After party catering company is responsible for the clean up of the elevator.
- V. Pre Inspection
___ A. Pre inspection of social room and inspection time and date for post inspection.

Resident Signature

Date

Unit # _____

SKYLINE ON BRICKELL
CONTRACT RESERVATION

RESERVATION FOR: SKYLINE ROOM

NAME: _____

UNIT NUMBER: _____

DAY PHONE: _____ OTHER PHONE NUMBER: _____

CHECKS RECEIVED:

Amount:	Ck. #

I am requesting approval for reservation of the SKYLINE ROOM / BBQ for the following function: _____.

The Function will take place on (DATE) _____/_____/_____ and will be attended by _____ and from _____ to _____.

I understand that the reservation cannot be confirmed until all the applications have been completed and returned to the Association Management office and until all applicable fees have been submitted.

Schedule of fees:

1. Skyline Room and Sun Deck
 - a. Damage Deposit \$500-refundable upon post-use inspection
 - b. Usage Fee \$75 (per 4 hour session)

Agreement:

I will conduct a walkthrough with the management representative before and after the event to review the condition of the facility that includes room used and the access area to that room.

I acknowledge, understand and agree that disturbing noise levels whether conversation or music will not be allowed, that decorations requiring attachments to walls will not be allowed, including thumb tacks, tape, staples, etc., and that the gathering must conclude at 1:00 AM. I acknowledge, understand and agree that I am responsible for the general pick up of the area and access areas and for disposing/removing all garbage and debris. I agree that the facility will be arranged back to the condition it was prior to my event immediately after the conclusion of the event.

I am providing an authorization form for any service providers and a guest list.

I hereby agree to hold the Association, its directors, officers, agents and employees harmless and to indemnify them against any liability that may arise from the function. The Association shall not be responsible for any damage or injury that may occur to me or to my agents, guests and employees or property from any cause whatsoever during the period covered by this Agreement, and the Residents hereby expressly release the Association from and agree to indemnify it against any and claims for such loss, damage or injury.

I acknowledge, understand and agree that if any damages occur during this function, The Skyline on Brickell Condominium Association will bill me and deduct the amount from my security deposit. I further agree that the Association will bill me if those damages exceed the amount of the deposit and I am responsible to pay for the additional cost within 5 days from the date of the invoice.

I am aware that security is instructed to call the local fire authorities if necessary in order to enforce the no smoking rule. I am also aware that the security staff has the authorization to contact the Miami Dade Police department in the event that my guests or myself cause a disturbance or do not otherwise comply with these guidelines.

I read, I acknowledge and agree with all the above.

Owner Signature

Date

Approval Managers' Office

Date

SKYLINE ON BRICKELL GUEST LIST

NAME: _____

UNIT #: _____

PHONE #: _____ OTHER: _____

DATE AND TIME OF EVENT: _____ / _____

AT: _____

GUEST LIST

<u>1</u>	<u>26</u>
<u>2</u>	<u>27</u>
<u>3</u>	<u>28</u>
<u>4</u>	<u>29</u>
<u>5</u>	<u>30</u>
<u>6</u>	<u>31</u>
<u>7</u>	<u>32</u>
<u>8</u>	<u>33</u>
<u>9</u>	<u>34</u>
<u>10</u>	<u>35</u>
<u>11</u>	<u>36</u>
<u>12</u>	<u>37</u>
<u>13</u>	<u>38</u>
<u>14</u>	<u>39</u>
<u>15</u>	<u>40</u>
<u>16</u>	<u>41</u>
<u>17</u>	<u>42</u>
<u>18</u>	<u>43</u>
<u>19</u>	<u>44</u>
<u>20</u>	<u>45</u>
<u>21</u>	<u>46</u>
<u>22</u>	<u>47</u>
<u>23</u>	<u>48</u>
<u>24</u>	<u>49</u>
<u>25</u>	<u>50</u>

Exhibit 7

**Skyline on Brickell Condominium Association, Inc.
Rules and Regulations**

**FITNESS CENTER ROOM
HOLD HARMLESS AGREEMENT**

By signing the space provided below, I acknowledge and agree as follows:

1. I am a Skyline on Brickell resident over 18 years of age.
2. I am fully familiar with the use of the exercise equipment I may use. I understand my physical limitations, and as such, I will use such equipment in a prudent manner well within the limits of my physical abilities.
3. I fully recognize the risks inherent in the use of physical conditioning equipment and in connection with strenuous exercise, and I assume such risk in connection with my use of the Fitness Center room and its equipment, releasing and holding harmless Skyline on Brickell Condominium Association, Inc., its members, agents and employees from any and all liability for injuries, losses or damages I may suffer which might otherwise arise through my use or misuse of the room or its equipment and I agree to indemnify Skyline on Brickell Condominium Association for any costs incurred because of my use of the equipment. This includes legal as well as non-legal costs including defense costs and fees and the costs of any final judgments rendered against Skyline on Brickell Condominium Association.
4. In the event I have accompanied a minor or have invited a guest to use the Fitness Center room and its equipment, I agree to indemnify and hold harmless Skyline on Brickell Condominium Association, Inc., its members, agents, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, which might arise as a result of an accident, injury or loss suffered by such minor or guest.

Signature: _____
RESIDENT

Print Name: _____

Exhibit 8

Skyline on Brickell Condominium Association, Inc. Rules and Regulations

Fitness Center Trainers Swim Instructors and Tennis Instructors Proof of License and Insurance Requirements

All Private Trainers and Tennis Instructors must provide **PROOF OF LICENSE and CERTIFICATE OF INSURANCE** to the Management office prior to any training session taking place on the property. You must have in force and agree to continuously carry during the entire time you are working at Skyline on Brickell Condominium premises, the following:

Comprehensive general liability insurance with contractual liability coverage in the minimum amount of One Million Dollars (\$1,000,000).

The comprehensive general liability insurance policy shall name the Association and KW Property Management as **ADDITIONAL INSURED** as follows.

(Please note many trainers have mistakenly provided us with insurance only naming the Association as "Certificate Holder," unfortunately, is not sufficient).

Skyline on Brickell Condominium Association, Inc.
and KW Property Management
2101 Brickell Ave
Miami, FL 33129

Before commencing any training or instruction, all trainers or instructors shall furnish to the association, written proof of the insurance coverage, in the form of insurance certificates.

The following is an example of how your certificate should read:

Description of Operations/locations/vehicles/special items CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED	
CERTIFICATE HOLDER CANCELLATION	
Skyline on Brickell Condominium Association, Inc. and KW Property Management 2101 Brickell Ave. Miami, FL 33129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES
AUTHORIZED REPRESENTATIVE <i>Representative Signature</i>	

THE INFORMATION STATED ABOVE IS ACKNOWLEDGED BY:

RESIDENT SIGNATURE

Private Trainers/Instructors Registration Form

Name: _____

Address: _____

Telephone Numbers:

Home

Work

Mobile

Certification Information

Type: _____

Certification Number: _____

Issued by: _____

Date Issued: _____

Current: Yes No

Copy of Certification Must be Provided

Insurance Information

Insurance Carrier: _____ Date Issued: _____

Type of Coverage: _____ Terms of Coverage: _____

Through: _____

Certificate of insurance must list Skyline on Brickell Condominium Association, Inc. AND KW Property Management as an additional insured. Copy provided: Yes No

Copy of Insurance Must be Provided

Additional Information

Current CPR Card: Yes No

Date Issued: _____ Issued by: _____

I HEREBY SUBMIT that the above information is true and correct; and provided for the purpose of including Skyline on Brickell to permit me to utilize the Fitness Center / Tennis Court at Skyline on Brickell to provide private training services to members of Skyline on Brickell that are my personal clients. No soliciting to other members is permitted. I agree to the following:

1. That I will at all times comply with and assure that my client(s) comply with all of the Rules and Regulations of the Fitness Center / Tennis Court.
2. That at all times I will ensure that proper safety procedures are followed by me and my client(s) to avoid injuries, including but not limited to: not using, nor permitting my client to use, any equipment with which I do not have complete knowledge.
3. That I will at all times, while I am utilizing the Fitness Center / Tennis Court, maintain professional liability Insurance in the amount of \$1,000,000 and will name Skyline on Brickell Condominium Association, Inc. as additional insured under the policy, and provide the Management with a copy of same.

**Exhibit 8
(continued)**

4. That I will at all times maintain appropriate and current Certificate(s), will keep current any certifications, and provide the Management with a copy of same.
5. That I may not utilize the Tennis court / Fitness Center or any of its facilities for the purpose of training any person who is not a current resident at Skyline on Brickell.
6. I agree to Hold Harmless and Indemnify the Association, its officers, directors, Employees and members from any and all claims related to or arising out of any injury to any person I am training or instructing, including any damages, attorney's fees and/or costs.

I understand that the above requirements are a condition to my being permitted to utilize the Tennis Court / Fitness Center and its facilities for the purpose of providing services to my resident clients, and that should I fail to meet these requirements my privileges at Skyline on Brickell will be suspended or revoked. I understand that it is my obligation to update this information if any of this information should change.

Personal Trainer Signature: _____ Date: _____

Exhibit 9

Skyline on Brickell Condominium Association, Inc. Rules and Regulations

MOVE IN / MOVE OUT AND DELIVERY POLICY

All move-ins, move-outs, and deliveries must be scheduled with the Management Office. Please call the Management Office at (305) 854-4858 to schedule. **Notice for Move-ins and Move outs must be given in advance and as soon as possible, (Reservations are made on a first come first serve basis) in order to properly schedule a reservation for the designated elevator for service. This is also applicable to any deliveries.**

The exclusive utilization of the elevator requires a refundable security deposit of \$500 and a non-refundable fee of \$200.

_____(Initials)

Unit: _____

Date of Use: _____

- ☐ Delivery
☐ Move-in/out

Access to the building by a contractor, vendor, or service person is obtained by first scheduling their arrival with the office, providing proof of licensure, permitting, etc. Receiving is open Monday through Friday from 9:00 to 5:00 p.m. The times of operating may change as needed. During those times, the Receiving Clerk is available to monitor deliveries and any contractors scheduled to perform unit improvements. Moving vehicles are permitted to park in designated areas only and **must not** park on the entrance drive or obstruct any parking areas. In all cases, move in/ moved out, deliveries and service must be completed by no later than 4:00 p.m.

ONLY THE DESIGNATED ELEVATOR MAY BE USED FOR MOVE-INS, MOVE-OUTS, DELIVERIES AND SERVICE. FLOOR COVERINGS MUST BE UTILIZED, AND IF NOT USED, THE ASSOCIATION WILL PROVIDE AND CHARGE YOU FOR SAME.

ELEVATOR DIMENSIONS: Doorway – H-84"/W-41"
Interior of Elevator Cab –H-106" / W-80" / D-66"

Boxes can be disposed of by being broken down and brought to the ground level main trash room. **NO DISPOSAL OF ANY PACKING MATERIALS IS PERMITTED ON YOUR FLOOR OR DOWN THE TRASH CHUTE.** Please call the Management Office if you need directions or assistance with the disposal of boxes and packing materials. Management reserves the right to ask moving or delivery personnel to leave the property and / or deny future access, if necessary to ensure orderly move ins, move outs, and deliveries. Please contact the Management Office if you require additional assistance.

Executed this ____ day of _____, 20____

Signature: _____

Print Name: _____

EXHIBIT# _____

**ARCHITECTURAL MODIFICATION APPLICATION FORM**

Date _____ Unit# _____

Unit Owner (Applicant): _____

Home Phone # _____ Email _____

Approval is hereby requested to make the following modification, alteration or addition to my unit. I / We understand and acknowledge that approval of this request must be granted before work on the modification may commence or the Association may force the removal of the modification/ installation and subsequent restoration to original form at my expense.

I/we further understand that approval for major construction, including but not limited to:

- Floor Covering removal and replacement
- Bathroom remodeling – tiling, plumbing, fixture replacement
- Electrical modifications such as moving outlets, sprinkler heads, and any additions to same
- Reconfiguration and moving of any existing walls, widening of doorways
- Installation of crown molding and base molding
- Total apartment renovation involving all rooms
- Window, Door, and or Shutter replacement

Approvals for all minor projects, such as installing a new sink/toilets, refacing cabinets, installing a hot water heater, etc. shall be for 30 days, after which I/we must submit for an extension.

Approvals for major projects shall be given for 90 days, after which I/we must submit for an extension.

SELECT THE TYPE OF MODIFICATION BEING REQUESTED:

☐ Flooring ☐ Electrical ☐ Plumbing ☐ Other

Please describe in detail. Include materials and colors used as well as size.

ARCHITECT'S PLANS, SAMPLES OR BROCHURES OF MATERIALS, ETC. MUST BE ATTACHED BEFORE APPLICATION WILL BE CONSIDERED. COPIES OF CONTRACTORS' CERTIFICATE OF INSURANCE, LICENSE, AND BUILDING PERMITS FROM CITY OF MIAMI MUST BE ATTACHED BEFORE APPROVAL FROM THE ASSOCIATION IS GIVEN

*** CONTRACTORS MUST PRESCHEDULE ALL DELIVERIES OF MATERIALS WITH THE SKYLINE CONDOMINIUM ASSOCIATION**

*** ALL DEBRIS MUST BE REMOVED FROM THE PROPERTY BY THE CONTRACTOR**

Applicant _____

Date _____

Approximated Date of Completion _____

(FOR OFFICE USE ONLY)

APPLICATION APPROVED

☐

APPLICATION DENIED

☐_____
Skyline on Brickell Condo Association_____
Date

On Behalf of Board of Directors



ARC CHECKLIST:

- ☐ ARC Application Form – completed and signed
- ☐ Access Authorization Form – completed and signed
- ☐ Contractor/Owner Info Sheet – completed and signed
- ☐ Notice of Acceptance of STC/IIC Requirements – completed and signed
- ☐ Release, Indemnification and Hold Harmless Agreement - signed
- ☐ A copy of each of the following must be on file with the Management Office, prior to the contractor commencing work:
 - 1) Current Certificate of Insurance for General Liability Insurance with limits of at least \$1,000,000.00 and **SKYLINE ON BRICKELL CONDOMINIUM ASSOCIATION, Inc.**, KW Property Management & Consulting as Certificate Holder and additional insured.
 - 2) Occupational or Business License
 - 3) Current Certificate of Worker's Compensation Insurance or Worker's Exemption That reflects all individuals/contractors who will require authorization for work on to the premises.
- ☐ Soundproofing sample and detailed specs: PROTECTOWRAP WHISPERMAT CS ONLY (a sample and specs of waterproofing, if applicable)
- ☐ Copy of City permit(s) and blueprints/plans
- ☐ \$500 refundable security deposit (if no damage caused to common elements by contractor) for minor renovations/ \$1,000 for major renovations.

The undersigned parties hereby acknowledge and fully understand the below requirements of the Skyline on Brickell Condominium:

1. All Contractors performing work at the Skyline on Brickell Condominium **MUST** be a licensed and insured contractor and provide required documents.
2. All required permits must be submitted to the Management Office and posted on the unit door prior to commencement of work.
3. No construction work is permitted in a unit on Saturdays and Sundays or legal holidays. The service elevator hours are: Monday - Friday from 9:00 a.m. to 4:00 p.m. Contractors must provide 72hrs advanced notice of their Drilling/Chipping Hammer Schedule, if applicable, otherwise, it will not be allowed. Such type of work is only allowed Tuesday or Thursday between 10am -2:30pm.
4. No contractors are allowed on premises without proper identification.
5. All work including cutting, painting, carpentry, etc. must be performed inside the apartment or off the premises. Foyers, Hallways, Balconies or any other common areas are not available to be used as a work area.
6. A refundable deposit of \$500.00/\$1,000, as applicable must be submitted to the Association, prior to contractors commencing work. Check **MUST** be made out to Skyline on Brickell Condominium Association, Inc. For projects lasting less than 30 days, the deposit check will be retained without cashing unless a damage claim arises. For projects exceeding 30 days or requiring extensions, checks will be cashed.
7. Contractors **MUST** install floor protection in the elevator landings, as well as the hallway area which leads to the unit where the work will be performed. Any contractors who fail to follow these procedures will not be permitted to work in the Condominium, and owners will be subject to a fine.
8. Any floor coverings (i.e. tile, marble, etc.) installed on the balcony **MUST** be in neutral color, such as white, beige, cream, light gray. A small sample is required for review and approval.

OWNER: _____

DATE: _____

CONTRACTOR: _____

DATE: _____



RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Release, Indemnification and Hold Harmless Agreement ("Release") is executed this ____ day of _____, 20__ by the undersigned Owner(s) or Lessee(s) of Unit # _____ located at **SKYLINE ON BRICKELL** Condominium Association, Inc.

In this agreement, the Association will permit the undersigned to engage contractors and vendors (including all those working by, through, or under them) to perform work within the undersigned's Unit subject to the terms and conditions set forth hereinafter. The contractor must submit a current certificate of insurance for general liability insurance with limits of at least \$1,000,000.00 with The **SKYLINE ON BRICKELL** Condominium Association, Inc. named as an additional insured. A current certificate of applicable Workers Compensation Insurance will be required, along with a copy of applicable licenses and permits.

Now, therefore in consideration for allowing the Personnel to work within the undersigned's Unit and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agree to the following:

1. The acknowledgement that the work performed by Personnel within their Unit shall be at the undersigned's sole risk and the Association and Management Company shall not have any responsibilities or liability for the Work performed by Personnel. Furthermore, the undersigned must acknowledge and agree that the Association has made no representations regarding the Personnel's ability or qualifications to perform the work.
2. The undersigned (jointly and severally if more than one) hereby release, indemnify and hold harmless the Association and its directors, officers, agents and employees, lessees, guest and invitees and all members of the Association from and against all claims, damages, losses and expenses including attorney's fees, at both the trial and appellate level, arising out of or resulting from the contractor or vendor's entry to the undersigned's Unit and the work performed by, through or under them. This indemnification shall extend to all claims and damages, including consequential damages, losses and expenses attributable to bodily injury, death, and to damages, theft or injury to and destruction of real or personal property including loss of use therefore arising out of or resulting from the work performed by the contractor or vendor and entry into the undersigned's Unit.
3. We have read this Release and understand and agree to all of its terms. We execute it voluntarily and with full knowledge of its significance.

In witness whereof, the undersigned have executed this Release the date set forth above.

Witnesses

Owners/Lessees



NOTICE AND ACCEPTANCE OF STANDARDS FOR CONTROL OF SOUND TRANSMISSION AND IMPACT ISOLATION (FLOOR COVERINGS)

(Excerpt) Pursuant to section 18.6 of the Declaration of Condominium for the Skyline On Brickell Condominium Association, Inc., ("Sound Transmission")

Unless installed by the Developer or meeting the sound insulation specifications established from time to time by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers, kitchens and bathrooms of a Residential Unit. Even once approved by the Board, the installation of insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the Building structure, whether of the concrete sub-floor (vertical transmission) or adjacent walls and fittings (horizontal transmission). Additionally, the floor coverings (and insulation and adhesive material therefore) installed on any balcony, terrace, patio and/or lanai shall not exceed a thickness that will result in the finish level of the balconies, terraces, patios and/or lanais being above the bottom of the scuppers or diminish the required height of the rails. All areas within a Residential Unit other than foyers, kitchens and bathrooms, unless to receive floor covering approved by the Board, are to receive sound absorbent, less dense floor coverings such as carpeting or hard surface floor coverings meeting the specifications described above. The Board will have the right to specify the exact material to be used on balconies, terraces, patios and/or lanais. Owners of Residential Units will be held strictly liable for violations of these restrictions and for all damages resulting there from and the Association has the right to require immediate removal of violations.

The Association shall not approve the installation of any hard and or heavy surface floor coverings unless the aggregates sound isolation and acoustical treatment carries a minimum Sound Transmission Classification (STC) of 72 and a minimum Impact Isolation Classification (IIC) of 68; (PROTECTO WRAP WHISPERMAT - CS REQUIRED.) The contractor needs to bring together with the application a sample of the sound proof and the specifications of same. For installation of floor in balconies, water proof is required.

The Association's approval of the flooring installation shall not be construed as a warranty that the floor is properly installed. **It is the owner's responsibility to insure that the contractor installs the underlayment and floor materials in compliance with the manufacturer's requirements and standards.**

In the event of complaints from neighboring owners, the owner must agree to have the floor tested by a sound engineer to determine compliance with the Association's sound and impact isolation requirements. If the floor is to be in violation of the requirements, the violating unit owner shall be liable for all costs incurred in testing.

If any installation of hard and/or heavy surface floor covering is made in violation of these standards, the Association shall have the immediate right to prohibit any further installation, or if already installed, require that the floor coverings be removed at the unit owner's expense and replaced with floor coverings and sound insulation which meets the above described standards.

In the event legal action is necessary, the cost to make the required corrections and the Associations attorney's fees shall be paid by the unit owner. The amount due can be secured by a lien in favor of the Association against the condominium unit.

The undersigned hereby agrees to abide by and be bound by the terms hereof.

Unit _____

Date _____

Owner's Signature _____

Contractor's Signature _____



CONTRACTOR / OWNER INFO SHEET

Unit Owner's Name: _____

Telephone #: _____ Unit #: _____

Contractor's Name: _____

Contractor's Address: _____

Contractor's Telephone #: _____ Date Installed: _____

Floor / Tiling Description: _____

Soundproof / Underlayment _____ (PROTECTO WRAP WHISPERMAT – CS **REQUIRED**)

STC RATING: _____ IIC RATING: _____
(STC and IIC ratings must be supported with documented data on sound testing)

Area/Location where work will be performed; Square footage and material description:

Bedroom: _____

Bathroom: _____

Kitchen: _____

Foyer: _____

Dining Room: _____

Living Room: _____

Balcony: _____

The above named owner and contractor are attesting to the fact that proper soundproofing as stated and required above will be installed.

Contractor

Date

Owner

Date

Place
Soundproofing
Sample Here



BUILDING ACCESS AUTHORIZATION

Date: _____

Unit Owner: _____ Unit #: _____

THIS IS TO AUTHORIZE AND REQUEST you to grant access into Skyline on Brickell Condominium to the person(s) named below.

In giving this authorization and request, the undersigned ACKNOWLEDGES AND AGREES:

- a. Although the purpose(s) of the entry is stated below (for information only), you are not responsible to see to such purpose(s) being fulfilled nor for limiting access to the accomplishment of such purpose(s);
- b. Is not responsible in any manner for supervising, observing or controlling the conduct of the person(s) to whom access was given, and
- c. The undersigned agrees to fully indemnify and hold harmless you and all of your officers, directors, members, employees and agents (including, without limitation, your Management and security companies and their officers, directors and employee(s) named below, whether in the Unit, the Common Elements of the Condominium or otherwise (such agreement to include all attorneys fee and court costs regardless or whether suit is brought or any appeal is taken there from).

NAME	COMPANY OR RELATIONSHIP	START DATE	END DATE	PURPOSE

NOTE: *If at any time you wish to change the duration of access authorization,
please inform the management office in writing or in person.*

UNIT OWNER(S) Signature(s) on behalf of all owners of the Unit:

Print Name

Date

Phone #

Signature



Architectural Modification Extension Form.

Date: _____

Unit: _____

Unit Owner (Applicant): _____

Home Phone # _____ Work # _____

Email: _____

Approved Date of Original Request: _____.

Approval is hereby requested for an extension to continue the work in my unit. I/We understand and acknowledge that approval of this request must be granted before work on the modification may continue.

SELECT TYPE OF MODIFICATION BELOW:

☐ Flooring ☐ Electrical ☐ Plumbing ☐ Other

Please describe in detail. Include materials and colors used as well as size.

Estimated time of completion: _____

CONTRACTORS MUST PRESCHEDULED ALL DELIVERIES OF MATERIALS WITH THE SKYLINE ON BRICKELL ASSOCIATION.

***ALL DEBRIS MUST BE REMOVED FROM THE PROPERTY BY THE CONTRACTOR**

(FOR OFFICE USE ONLY)

EXTENSION APPROVED FOR ____ DAYS ☐

EXTENSION DENIED ☐

Skyline on Brickell
On Behalf of the Board of Directors.

Date