

Iconbrickell Master Association Rules and Regulations

Version: 2024-11-14

TABLE OF CONTENTS

1	OVERVIEW	5
2	COMPLIANCE	5
2.1	FINES	6
2.2	SUSPENSION OF USE.....	6
2.3	GRIEVANCE COMMITTEE	7
2.4	RULE CHANGES	7
2.5	FEES.....	7
3	HOA COMMUNITY MEMBER DEFINITIONS	8
3.1	OWNER	8
3.2	TENANT	8
3.3	RESIDENT	9
3.3.1	<i>Eligible Person Requirements.....</i>	<i>9</i>
3.3.2	<i>Unit Requirements</i>	<i>9</i>
3.3.3	<i>Other Requirements.....</i>	<i>9</i>
3.3.4	<i>Resident Amenities ID and Vehicle Registration Requirements</i>	<i>10</i>
3.3.5	<i>Suspension</i>	<i>10</i>
3.3.6	<i>Termination.....</i>	<i>10</i>
3.4	GUESTS	11
3.4.1	<i>Accompanied Guest</i>	<i>11</i>
3.4.2	<i>Unaccompanied Guest</i>	<i>12</i>
3.5	EMPLOYEE.....	13
3.6	AGENT.....	13
3.7	CONTRACTOR.....	13
3.8	DELIVERY PERSON.....	13
3.9	CHILDREN.....	14
3.9.1	<i>Pool</i>	<i>14</i>
3.9.2	<i>Spa and Fitness Center</i>	<i>14</i>
3.10	RESIDENTIAL UNIT USE	14
3.11	DOCUMENTATION REQUIREMENTS.....	15
3.11.1	<i>Owner Resident.....</i>	<i>15</i>
3.11.2	<i>Tenant Residents (Long-term rentals).....</i>	<i>15</i>
3.11.3	<i>Guests (Hotel / Short-term rentals / Owners using their Short-term rental units).....</i>	<i>15</i>
3.11.4	<i>Photo and ID Requirements</i>	<i>15</i>
4	GENERAL RULES AND REGULATIONS	15
4.1	CONDUCT.....	15
4.2	ATTIRE.....	16
4.3	DAMAGES	17
4.4	CLEANLINESS, TRASH, AND DEBRIS	17
4.5	OBSTRUCTIONS	18
4.6	NOISE, ANNOYANCES AND NUISANCES.....	18
4.7	SOLICITATION.....	19
4.8	PHOTOGRAPHY.....	19
4.9	SMOKING AND VAPING	19
4.9.1	<i>Designated Smoking Areas</i>	<i>19</i>
4.9.2	<i>Smoking in Residential Units.....</i>	<i>20</i>
4.9.3	<i>Trash Related to Smoking</i>	<i>20</i>
4.9.4	<i>Marijuana.....</i>	<i>20</i>
4.10	ALCOHOL	20
4.10.1	<i>Special Events.....</i>	<i>20</i>
4.11	ILLEGAL DRUGS AND SUBSTANCES.....	20
4.12	DANGEROUS SUBSTANCES	21
4.13	HURRICANE PRECAUTIONS.....	21

4.14	LIFE SAFETY SYSTEMS	21
4.15	SECURITY SYSTEMS.....	21
4.16	BALCONIES, WINDOWS AND LEDGES	22
4.17	BAY WALK AND DOCK	22
4.18	ARRIVAL DECK AND DRIVEWAYS	23
4.19	RESTRICTED AREAS	24
4.20	MAINTENANCE FEES.....	24
5	POOL AREA	24
5.1	ACCESS	24
5.2	HOURS OF OPERATION	25
5.3	IDENTIFICATION	25
5.4	LIABILITY	26
5.5	CHAIRS, DAYBEDS, AND OTHER FURNITURE.....	26
5.6	TOWELS, LOUNGE CHAIR COVERS AND DAY BED COVERS	26
5.7	SWIMMING OR ENTERING THE WATER.....	27
5.8	FOOD AND BEVERAGES	28
5.9	CHESS BOARD	28
5.10	GENERAL CONDUCT	28
5.11	SWIM INSTRUCTORS OR OTHER TRAINERS AT THE POOL	29
6	SPA AND FITNESS CENTER	29
6.1	ACCESS.....	30
6.2	HOURS OF OPERATION	31
6.3	IDENTIFICATION	31
6.4	LIABILITY	31
6.5	FOOD AND BEVERAGES	31
6.6	GENERAL CONDUCT	32
6.7	FITNESS CENTER	32
6.7.1	<i>Attire</i>	<i>32</i>
6.7.2	<i>Equipment.....</i>	<i>32</i>
6.7.3	<i>Personal Items.....</i>	<i>33</i>
6.7.4	<i>Fitness Trainers</i>	<i>33</i>
6.7.5	<i>Towels</i>	<i>34</i>
6.8	SPA.....	34
6.8.1	<i>Treatments and Therapies</i>	<i>35</i>
6.8.2	<i>Water Lounge.....</i>	<i>35</i>
6.8.3	<i>Fitness Classes.....</i>	<i>36</i>
6.8.4	<i>Locker Rooms, Saunas, and Steam Rooms.....</i>	<i>36</i>
6.8.5	<i>Towels, Robes, Slippers, and Complimentary Items.....</i>	<i>37</i>
6.8.6	<i>Theater Room.....</i>	<i>37</i>
7	PARKING GARAGE	38
7.1	USE	38
7.2	CONDUCT.....	38
7.3	RESIDENT PARKING SPACES	38
7.3.1	<i>Buying and Selling Resident Parking Spaces</i>	<i>38</i>
7.3.2	<i>Renting Resident Parking Spaces</i>	<i>39</i>
7.3.3	<i>Renting Monthly Parking Spaces.....</i>	<i>39</i>
7.3.4	<i>Vehicle Registration</i>	<i>39</i>
7.3.5	<i>Self-Parking in Assigned Spaces</i>	<i>40</i>
7.3.6	<i>Handicapped Spaces</i>	<i>41</i>
7.4	EMPLOYEE PARKING.....	41
7.4.1	<i>Monthly Parking for Employees</i>	<i>42</i>
7.4.2	<i>Vehicle Registration</i>	<i>42</i>
7.4.3	<i>Self-Parking in Employee Spaces.....</i>	<i>43</i>
7.5	CONTRACTOR PARKING.....	43

7.6	VALET PARKING.....	44
7.7	MOVEMENT WITHIN THE GARAGE.....	44
7.8	TOW TRUCKS AND VEHICLE REPAIRS.....	44
7.9	RENTAL CARS.....	45
7.10	VIOLATIONS AND TOWING.....	45
8	VALET SERVICES	45
8.1	GUESTS OF RESIDENTIAL UNITS	45
8.2	GUESTS OF COMMERCIAL UNITS.....	46
8.3	GUESTS OF THE CONDOMINIUM ASSOCIATIONS.....	46
8.4	HOTEL GUESTS.....	46
8.5	TOWER 3 RESIDENTS – MONTHLY VALET	46
8.5.1	<i>General Requirements for Monthly Valet Service</i>	<i>46</i>
8.5.2	<i>Monthly Valet Service Registration</i>	<i>47</i>
8.5.3	<i>Monthly Valet Service Termination.....</i>	<i>47</i>
8.6	RESIDENT VOUCHERS	48
9	ELECTRIC VEHICLE CHARGING STATIONS	48
9.1	GENERAL	48
9.2	TERMS OF USE FOR EV CHARGING STATIONS	48
10	BICYCLES AND SCOOTERS.....	50
11	COMMERCIAL UNITS	52
11.1	COMMON AREAS.....	52
11.2	LIMITED COMMON USE AREAS.....	52
11.3	RESIDENTIAL COMMON AREAS	52
11.4	DELIVERIES	53
11.5	ELEVATORS.....	53
11.6	3 RD FLOOR MECHANICAL ROOMS.....	53
11.7	EMPLOYEES	53
11.8	CUSTOMERS AND SPECIAL EVENTS	54
11.9	OPERATIONS.....	55
11.10	SECURITY	56
11.11	NOISE AND CODE ORDINANCES	56
12	EMPLOYEES.....	56
13	CONTRACTORS	57
13.1	ENTRY AND ACCESS.....	57
13.2	INSURANCE AND OTHER REQUIREMENTS	58
13.3	GENERAL	58
14	MOVES AND DELIVERIES	59
14.1	MOVE-INS, MOVE-OUTS, AND BULK DELIVERIES.....	59
14.1.1	<i>Scheduling and Coordination</i>	<i>59</i>
14.1.2	<i>Process and Execution.....</i>	<i>60</i>
14.2	FOOD DELIVERIES	61
15	AGENTS.....	62
16	HOUSEHOLD ANIMALS AND PETS.....	63
16.1	GENERAL	63
16.2	WEIGHT AND TYPE OF ANIMALS	63
16.3	REGISTRATION OF ANIMALS	64
16.4	CONDUCT OF ANIMALS ON ASSOCIATION PROPERTY.....	65
16.5	VIOLATIONS AND COMPLIANCE.....	66

1 OVERVIEW

Iconbrickell (or “Properties”) is defined as the Properties with the addresses of 465, 475, 485, 495 Brickell Avenue, Miami, Florida 33131. Iconbrickell consists of the three condominium associations of Tower 1, Tower 2, Tower 3 (hereinafter designated individually as a “Condominium” or “Condominium Association,” and collectively as the “Condominiums” or the “Condominium Associations”) and the Master Homeowner’s Association, Iconbrickell Master Association, Inc. (hereinafter designated as the “HOA”).

The HOA Rules and Regulations (the “Rules”) have been established to promote the safety, harmony, and enjoyment of all residents and guests in the community in furtherance of requirements set forth in the HOA’s Declaration of Covenants, By-Laws, and Articles of Incorporation (hereinafter, the “Governing Documents”). All rules are cumulative and exist in conjunction with the covenants, conditions, and restrictions set forth in the Governing Documents. In the event of a conflict as to whether a specific practice or activity is or is not permitted, the Governing Documents shall supersede these Rules and Regulations.

This Version of the Rules supersedes all previous versions of the Rules and Regulations. If a rule is deemed to be invalid for any reason all remaining rules shall remain in effect and enforceable.

In addition to these Rules, each Condominium Association has its own set of rules that apply within the specific towers.

2 COMPLIANCE

Every person, including but not limited to, unit owners, tenants, residents, invitees, guests, and agents, on the Properties must comply with these Rules, the provisions of the Governing Documents, any respective Condominium Association covenants and/or rules and regulations, and any respective amendments to the foregoing.

The HOA and Condominium Association staff and security are charged with the authority to make determinations and take authority to enforce any rule as they deem reasonable. Any person that does not comply with their instructions will be in violation of the Rules.

Any situation that requires the police to resolve a matter or to enforce the Rules will be treated as an additional violation of the Rules.

Failure to comply with these Rules shall serve as grounds for action, which includes, without limitation, the levying of fines; suspension of use of the amenities, common elements, and services; any actions to recover sums due for damages, injunctive relief, or any combination thereof together with any attorney's fees or costs incurred in conjunction with such actions.

2.1 FINES

The HOA Board of Directors may impose fines upon a unit owner, parcel owner, occupant, resident, licensee, guest or any other persons or invitees associated with a Unit or Lot for failure to comply with any covenant, restriction, rule or regulation herein or in the Declarations, Articles of Incorporation, or By-Laws of the HOA or Condominium Associations. The HOA Board of Directors may levy a fine of up to \$100 per violation and may continue to levy fines of \$100 for each day that the violation continues, not to exceed \$1,000. Every action in violation these Rules may serve as grounds for levying a separate fine. All fines shall be levied in compliance with Section 720.305(2), Florida Statutes.

Prior to levying a fine, the HOA shall issue at least fourteen (14) days' notice to the owner and, if applicable, any occupant, licensee, or invitee of the owner, sought to be fined providing an opportunity for a hearing before the Grievance Committee (as defined below). If the proposed fine levied by the Board of Directors is approved by the Grievance Committee, the fine payment is due within five (5) days after notice of the approved fine is provided to the owner and any occupant, licensee, or invitee of the owner, to the extent applicable. Notice of the approved fine shall be delivered by mail or hand delivery to the owner and occupant, licensee, or invitee, as applicable. A fine of \$1,000 or more may become a lien against a unit or parcel and may be foreclosed upon, to the extent permitted by applicable law.

Fines are not exclusive and exist in addition to all other rights and remedies to which the Association is otherwise legally entitled.

2.2 SUSPENSION OF USE

The HOA may suspend an owner, occupant, tenant, guest, and/or invitee's use of HOA Amenities, facilities, and/or common areas for a reasonable time (Amenities, facilities, and common areas shall collectively be referred to as "Common Areas" and the "Amenities shall be defined to, include but not be limited to the Pool, Spa, Fitness Center, Theater Room, and/or unassigned or additional parking spaces), and any HOA organized events occurring in the Common Areas/Amenities. Any approved suspension shall comply with Section 720.305, Florida Statutes.

Prior to imposing a suspension, the HOA shall issue at least fourteen (14) days' notice to the owner and, if applicable, any occupant, licensee, or invitee of the owner, sought to be suspended providing an opportunity for a hearing before the Grievance Committee (as defined below). In the event the Grievance Committee approves the suspension, such suspension shall take effect upon issuance of written notice by mail or hand delivery to the owner and/or any occupant, licensee, or invitee of the owner, to the extent applicable.

Any owner, resident, occupant, guest, or other invitee of a Unit that attempts to access or use an Amenity, facility or other Common Area for which the use right has been suspended and notice of the suspension has been provided shall be deemed to have engaged in an additional violation of the Rules. A suspended owner, resident, occupant, guest, or

other invitee of a unit may not circumvent suspension by accessing an Amenity or Amenities subject to the approved suspension by acting as a guest of another Unit.

2.3 GRIEVANCE COMMITTEE

The Grievance Committee is a group of at least three (3) members appointed by the HOA Board of Directors who are not the spouse, parent, child, brother, or sisters of an officer, director, or employee of the HOA. The role of the Grievance Committee is limited to determining whether to confirm or reject fines and/or suspensions proposed by the Board of Directors. The HOA Board of Directors may appoint new Grievance Committee members to fill vacancies or change the Grievance Committee members at any time and for any reason.

2.4 RULE CHANGES

The HOA Board of Directors reserves the right to change or revoke any portion of the Rules and to make additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the Properties and its occupants, to promote cleanliness and good order of the Properties, to further promote the covenants and restrictions set forth in the Governing Documents, and to assure the comfort and convenience of its members. Said changes, however, shall be made in the reasonable business judgment of the Board of Directors and shall not be arbitrary in content, or in conflict with the Governing Documents, and may, in the discretion of the HOA, enforce the covenants and restrictions of any Condominium Association within the HOA. Any changes shall be reviewed by the Association legal counsel. All Rule changes shall be approved at a duly noticed meeting of the Board of Directors.

2.5 FEES

The HOA has established a set of fees to defray the costs associated with various services and use of/access to Amenities provided on the Properties. These fees are referenced throughout the Rules and incorporated herein through the "HOA Fee Schedule," which may be changed from time to time in the reasonable discretion of the HOA Board of Directors.

The HOA Board of Directions has the discretion to authorize which forms of payment are acceptable for the payment of fees. This may include cash (inserted via payment kiosks only), credit card, mobile payments, or any other means available. Any fee that is charged by the HOA and later reversed by the person who made the payment without the prior authorization of the HOA will be charged back to the Unit along with a chargeback fee. Any Unit that is delinquent by 90 days or more in the payment of any fee or other monetary obligation will be subject to a suspension of use of the HOA amenities, facilities, and/or common areas.

3 HOA COMMUNITY MEMBER DEFINITIONS

The following terms have been defined to clarify the different members of the community governed by the HOA and how that affects their rights and privileges to access and use the HOA common areas and amenities.

3.1 OWNER

An “Owner” is a person or entity (corporation, LLC, etc.) whose name appears on the deed of a Unit or parcel at the Properties. Each Owner must provide proof of ownership and register with their respective Condominium Association in order to be recognized as a member of the HOA. If an entity owns the Unit, each principal must provide proof of ownership in such entity and register with their respective Condominium Association to be recognized as an Owner with the HOA.

An Owner that lives in a residential unit must also qualify as a Resident under the HOA definition and have a valid Resident Amenities ID to use the Common Areas, recreational facilities and Amenities of the HOA, including, but not limited to, the Pool Area, Spa, Fitness Center, Theater Room, residential parking, monthly parking, and monthly valet services. An Owner who does not qualify as a Resident of the HOA, may visit the Properties to rent, sell or maintain their Unit(s) so long as they check in with the appropriate Condominium Association desk when entering the property. Dual usage of the Common Areas and/or Amenities by an Owner and any type of tenant is strictly prohibited. Any Owner who drives a motorized vehicle to the Properties but does not meet the definition of a Resident of the HOA must utilize the hourly valet service to park their vehicle. Each Owner retains the right to attend and speak at board and member meetings.

3.2 TENANT

A “Tenant” is a person who an Owner agrees to permit to reside in a Unit while the Owner is not present for a period of thirty (30) days or more, regardless of whether rent is paid. (Note that Towers 1 and 2 do not permit rentals for less than six (6) consecutive months.) Each Tenant must be registered with the respective Condominium Association to be recognized by the HOA and qualify for a Resident Amenities ID.

Each Tenant that lives in the Unit must also qualify as a Resident under the HOA definition and have a valid Resident Amenities ID to use the Common Areas, recreational facilities and Amenities, which include, but are not limited to, access to the Pool Area, Spa, Fitness center, Theater Room, residential parking, monthly parking, and monthly valet services. Dual usage of the Common Areas by a Tenant and any type of subleased tenant is strictly prohibited. Tenants are not allowed to attend or speak at board and member meetings, except as permitted by applicable law or the Governing Documents.

3.3 RESIDENT

Residential unit Owners and Tenants, and their qualified family members that meet all of the requirements set forth below may qualify as a “Resident” of the HOA and apply to receive a Resident Amenities ID to access and use the Common Areas and Amenities, including but not limited to, the Pool Area, Spa, Fitness Center, Theater Room, or register for residential parking, monthly parking, or monthly valet service in accordance with these Rules.

3.3.1 Eligible Person Requirements

In order to qualify as a Resident, a person must be entitled to occupy a Unit to the exclusion of others (outside of their registered immediate family, cohabitants, and/or cotenants) and meet the following requirements:

1. **Owner Resident** - An “Owner Resident” must be listed on the deed of the Unit or be listed as an officer of the entity that owns the Unit to be eligible as a Resident of the HOA. An Owner Resident may extend their Resident status in the HOA to their immediate family composing of their spouse, parent(s), child(ren), or legal domestic partner.
2. **Tenant Resident** - A “Tenant Resident” must be listed as a named tenant on a lease agreement for a period of no less than thirty (30) days to be eligible to be a Resident of the HOA. (Note that Towers 1 and 2 do not permit rentals for less than six (6) consecutive months.)

To prohibit dual usage of amenities, any Owner or Tenant that uses their unit for short-term rentals will lose their status as a Resident, but may register and utilize the Amenities as a Guest on days where they plan to occupy the Unit for their own use and the Unit is not otherwise leased under a short-term rental agreement.

No other people may qualify as a Resident of the HOA and will be considered a Guest.

3.3.2 Unit Requirements

Each Unit is limited in the number of people allowed to register as a Resident of the HOA at any given time by the number of bedrooms as outlined in the original developer plans of the unit. Units that have been modified to add additional rooms do not qualify to have more Residents.

1. Studio and 1 Bedroom Units may have up to 2 people registered as Residents of the HOA
2. 2 Bedroom Units may have up to 4 people registered as Residents of the HOA
3. 3 Bedroom Units may have up to 6 people registered as Residents of the HOA
4. Any Unit that is 90 days or more delinquent in the payment of HOA dues, assessments, fines, fees, or any other monetary obligation to the HOA will be subject to suspension of the Owner, Tenant, guest and invitee’s use of the Common Areas, Amenities, and/or other HOA facilities until all delinquent sums are paid in full.

3.3.3 Other Requirements

1. Each person must be registered as a Resident of the respective Condominium Association to be recognized as a Resident of the HOA.

2. Each person must provide such documentation as reasonably requested by the HOA to substantiate claims of ownership, a tenant lease agreement, or family connection thereof.
3. A person may only register with the HOA for the Unit in which they reside. If a person claims to live in more than one Unit in the community, they must decide which Unit they want to be recognized in as a Resident of the HOA. Resident status may not be transferred between Units.

3.3.4 Resident Amenities ID and Vehicle Registration Requirements

1. An eligible Resident must obtain a Resident Amenities ID for a fee (see the HOA Fee Schedule) and present it to enter the Amenities, which include the Pool, Spa, Fitness Center, Fitness Classes, or Theater Room. The fee to obtain a Resident Amenities ID shall be as set forth in the HOA Fee Schedule as same may updated by the Board of Directors from time to time.
2. An eligible Resident must register their vehicle and pay a registration fee (see the HOA Fee Schedule) to park in a resident parking space, a monthly-parking space, or utilize the monthly valet service.
3. Any Owner or Tenant that has their unit leased under a long-term or short-term rental agreement is not eligible to register themselves or their family members for a Resident Amenities ID or register a vehicle for resident parking, monthly parking, or monthly valet during the term of a lease.

3.3.5 Suspension

1. The HOA Board of Directors may suspend the use rights of an Amenity or Amenities including additional parking services outside of parking spaces assigned to the unit and/or additional parking services/access surpassing the need to access the Unit for any or all Residents of a Unit for a reasonable period of time, as determined by the Board of Directors and approved by the Grievance Committee, for violating the HOA rules and/or Governing Documents.

3.3.6 Termination

1. Any Owner that sells their unit will lose their status as a Resident. Any Owner that leases out their Unit as a short-term or long-term rental shall have his or her Resident Amenities ID deactivated for the term of the lease. Following the conclusion of a lease term, an owner may reactivate his or her Resident Amenities ID without charge so long as the Resident Amenities ID has not been inactive for a period of up to 1 year. If the Owner does not re-occupy the Unit and reactivate their Resident Amenities ID within 1 year it will be terminated.
2. Any Tenant that sub-leases out their Unit as a short-term or long-term rental will be considered an Agent leasing the Unit for business purposes and will have their Resident Amenities ID terminated for the remainder of the lease agreement.
3. Any Resident that leases out their Unit as a short-term or long-term rental, or uses it for any purpose other than as a personal residence will have their Parking RFID deactivated for self-parking and all monthly parking and valet services terminated.

4. Once a person has had their Resident Amenities ID terminated, Parking RFID deactivated, or valet service discontinued, they will need to re-register with the HOA to reenable those services and pay all associated registration fees pursuant to the HOA Fee Schedule to access and use those Amenities again.

3.4 GUESTS

Each Residential Condominium Unit is limited to a maximum of 2 Guests per bedroom per day with a maximum of 4 Guests per unit. These guest limits apply to the sum of all accompanied and unaccompanied guests. All Guests are subject to the Rules and covenants set forth in the Governing Documents. All Guests are deemed to have accessed the HOA Property at their own risk and the HOA shall accept no responsibility for any accident or injury to any Guests at any time. Any Guest that violates these Rules is subject to have their access revoked at the discretion of the HOA management for the duration of their stay. In addition, the HOA Board of Directors may, at its discretion, temporarily or permanently ban any Guest that has broken the HOA Rules from accessing all HOA amenities and recreational facilities during their stay or indefinitely into the future. Any Owner or Resident that has a Guest on the Properties is responsible for the actions of the Guest and liable for any damages that the HOA, Condominium Associations, or other unit owners may incur as a result of the Guest. This includes any unpaid or reversed fees made by or on behalf of the Guest to the HOA or Condominium Associations.

The HOA recognizes two different types of Guests (Accompanied Guests and Unaccompanied Guests) and has specific rules and requirements for each. The limit on the number of Guests for each Unit is based on the aggregate number of Accompanied Guests and Unaccompanied Guests.

3.4.1 Accompanied Guest

An "Accompanied Guest" is a person who is invited to the Properties on behalf of a Resident and remains in the presence of the Resident throughout their use of the Common Areas, any Amenities and recreational facilities. All Accompanied Guests that drive a motorized vehicle to the Properties must utilize the hourly valet service for parking. All Accompanied Guests must meet the following requirements to access any of the amenities of the HOA:

1. A Resident must physically accompany the Accompanied Guest to check into the Pool, Spa, Fitness Center, Fitness Classes and Theater Room.
2. The Resident must present their valid Resident Amenities ID and a valid Accompanied Guest ID to check in an Accompanied Guest.
3. A Resident must remain in the presence of their Accompanied Guests (at the same Amenity) while the guest utilizes the Pool, Spa, Fitness Classes or Fitness Center. An Accompanied Guest who is left or abandoned by the Resident or leaves or abandons the Resident shall be subject to removal from the HOA Property.

3.4.2 Unaccompanied Guest

An "Unaccompanied Guest" is a person who is not a Tenant or Resident but is registered to occupy or stay in a Residential Condominium Unit or the Hotel at the Properties for less than 30 days. An Unaccompanied Guest that drives a motorized vehicle to the Properties must utilize the hourly valet service for parking. Each Unaccompanied Guest must check in with the front desk of the Condominium Association tower or hotel before going past the lobby area of the towers or up any elevators. All Unaccompanied Guests must meet the following requirements to access any of the Amenities of the HOA:

1. Each Unaccompanied Guest must be listed as a registered guest of a Unit and must have checked in at the front desk of the appropriate Condominium Association tower or Hotel.
2. Each Unaccompanied Guest must obtain an Unaccompanied Guest Amenities ID from the HOA or Hotel to check into or use any of the amenities. The fee to obtain an Unaccompanied Guest Amenities ID shall be as set forth in the HOA Fee Schedule as same may updated by the Board of Directors from time to time.
3. Each Unaccompanied Guest Amenities ID will expire on the end date of the short-term lease agreement (if applicable) or on the day on which the Guest checks out of the unit or hotel room (whichever is sooner). Hotel and short-term rental guest IDs will start and end at 12pm (noon) to correlate with the check-in / check-out times. Hotel and Short-term rental guests are not permitted to stay or continue to use the facilities after 12pm on the day of their checkout. No Unaccompanied Guest Amenities ID shall be issued for more than 30 days.
4. Any Unaccompanied Guest that violates the HOA rules is subject to have their Unaccompanied Guest Amenities ID and all access to the amenities revoked by the HOA management for the duration of stay. In addition, the Board of Directors of the HOA may, at its discretion, permanently ban any Unaccompanied Guest that has broken the HOA Rules from obtaining an Unaccompanied Guest Amenities ID in the future. The HOA has the right to take all steps necessary, including engaging with law enforcement, to remove any person who has been banned from the property.
5. The Tower 1 and Tower 2 Condominium Association Declarations prohibit short-term rentals. No, Owner, Resident, or other person shall be permitted to register any person that is occupying a Unit in violation of the Condominium Declarations or Rules as an Unaccompanied Guest.

Unaccompanied Guests are not allowed to bring any outside guest(s) to any of the Amenities, including the Pool, Spa, Fitness Classes, Fitness Center, Theater Room, or HOA sponsored events, or to obtain an Unaccompanied Guest Amenities ID for anyone who is not registered as a guest of the Unit at the time of checking in.

Each unit that is occupied by Residents may have a maximum of 10 Unaccompanied Guests per year. There shall be no maximum number of Unaccompanied Guests per year for any Unit that is being used as a short-term rental Unit or a hotel Unit.

Management may refuse entry to the Amenities to any Guest or to issue any Unaccompanied Guest Amenities ID if it suspects that doing so would violate any of the Condominium or HOA Rules or Regulations. Management may also

refuse entry to any Guest or to issue any Unaccompanied Guest Amenities ID to guests that have caused repeated disturbances or issues in the past, solely at the discretion of management.

3.5 EMPLOYEE

An employee is a person who is hired to work for one of the 3 Condominium Associations, the HOA, the designated hotel, or the commercial units/lots. Vendors, outside service providers, contractors, hosts, landlords, real estate agents, people who work for or out of residential Units, delivery personnel, and people functioning in other similar capacities do not qualify as an employee.

Employees of one of the 3 Condominium Associations or the HOA may be permitted to park onsite in the designated employee parking area. Employees of the Hotel and other Commercial units may be permitted to park onsite in the designated parking spaces assigned to each entity. Employees are not guaranteed parking and parking privileges may be suspended or revoked at any time by the HOA management or the HOA Board of Directors.

Employees are not allowed to use or access any of the Amenities, including the Pool Area, Spa, Fitness Center and Theater Room other than for functions directly related to the job.

3.6 AGENT

An Agent is a person that has been hired to manage, rent, or maintain a residential Unit. This includes but is not limited to all hosts of short-term rentals and real estate agents that rent, manage, or maintain Units on the Properties.

Agents that drive to the Properties are required to use the hourly valet service to park. Agents are not allowed to use any of the Amenities including the Pool Area, Spa, Fitness Center, Fitness Classes, residential parking, monthly parking, or monthly valet service.

3.7 CONTRACTOR

A Contractor is a person who has been hired to work on the Properties to perform specific tasks or services but does not qualify as an employee. This includes any person who is hired to install, build, repair, restore, or clean any aspect of the Properties. Contractors that drive to the Properties to perform work may be allowed to self-park their vehicle in the contractor parking area of the garage for a fee in the same amount as the hourly valet fees (see the HOA Fee Schedule).

3.8 DELIVERY PERSON

A Delivery Person is a person who enters the Properties to deliver goods. This includes but is not limited to any furniture, building materials, packages, groceries, prepared meals, unprepared meals, water, and other beverages.

All Delivery People that drive to the Properties must park in the designated loading bays / receiving area. No Delivery person is allowed to access or use any of the Amenities including the Pool Area, Spa, Fitness Center, residential parking, monthly parking, or monthly valet service.

3.9 CHILDREN

Children under the age of eighteen are the direct responsibility of their parents or guardians. This includes full supervision of the children while they are on the Properties. Parents and guardians are responsible for ensuring their children are in full compliance with the Rules and Regulations. Any violations will result in fines which will be the responsibility of their parent or guardian.

3.9.1 Pool

All children who are (16) years of age or older must have a valid Resident ID or Guest ID to access the Pool Area. Children under 16 are not required to have an ID but must have a parent or guardian present at all times while they are in the Pool or at the Pool Area. The parent or guardian must be a valid registered Resident or Guest.

3.9.2 Spa and Fitness Center

Children under the age of sixteen (16) are not permitted in the Spa or Fitness Center at any time regardless of whether a parent or guardian is present.

3.10 RESIDENTIAL UNIT USE

An Owner or Agent from each Unit must notify the HOA in writing indicating how a Unit will be used before being issued an Amenity ID. The options are:

1. Owner Occupancy
2. Long-Term Rental (6 month or more lease agreement in T1 and T2. 30 days or more in T3)
3. Short-Term Rental (less than 30 days usage – T3 only)

The HOA must have this information on file before issuing any Resident Amenity Cards, Guest Amenity Cards, RFID's for parking, or passes for monthly valet.

The Condominium Declarations only permit Short-term rentals in Tower 3. Tower 1 and Tower 2 Units may not be used for short-term rentals. No Tower 1 or Tower 2 Owner, Tenant, or Resident shall attempt to register or use a unit as a short-term rental or attempt to register unauthorized short-term rental guests as Residents or Guests of the HOA.

3.11 DOCUMENTATION REQUIREMENTS

3.11.1 Owner Resident

Each Owner Resident must provide proof of ownership to receive a Resident Amenity ID. Each Family Member must register with the respective Condominium Association and substantiate their family or domestic relationship to receive a Resident Amenity ID.

3.11.2 Tenant Residents (Long-term rentals)

Each Unit being utilized as a long-term rental must provide a copy of the lease agreement to the HOA. This agreement must include:

- The Start and End Date of the lease agreement.
- The full name of each person authorized to live in the Unit.

This document must be submitted to the HOA at least 24 hours before the start of the lease agreement in order to receive a Resident Amenity ID on the start date of the agreement.

3.11.3 Guests (Hotel / Short-term rentals / Owners using their Short-term rental units)

Each unit being utilized for short-term rentals/stays must provide the HOA with the name of each person staying in the Unit and the duration of stay in order to receive an Unaccompanied Guest Amenity ID. This information must be submitted to the HOA at least 24 hours prior to the stay in order to guarantee receipt of an Unaccompanied Guest Amenity ID by noon of the arrival date. Guests that provide this information on the arrival date will be issued an Unaccompanied Guest Amenity ID when possible, but is not guaranteed on the same day.

3.11.4 Photo and ID Requirements

Each person must present a government issued photo ID and allow a face photo to be taken in order to receive an Amenity ID.

4 GENERAL RULES AND REGULATIONS

4.1 CONDUCT

Every person located on the Properties must abide by civil standards of behavior.

1. No person shall threaten, harass, bully, physically or verbally attack or abuse any other person on the Properties.
2. No person shall engage in excessive profanity or obscene or offensive gestures while in any common areas of the Properties.
3. No two or more people shall engage in any type of physical altercation while on the Properties.

4. No person shall cause any damage to any persons or property located on the Properties.
5. No person shall shout, yell, scream, make loud or boisterous noises, create a nuisance, or interfere with the quiet enjoyment of any common areas of the Properties.
6. No person shall run inside of any common areas of the Properties except on the designated equipment in the fitness center.
7. No person shall spit, urinate, or defecate on any common areas of the Properties other than in proper restroom facilities.
8. No person shall spit out, drop, or stick any chewing gum to any surface on the Properties. Chewing gum may only be discarded in trash bins.
9. No person shall be permitted to be in any common areas of the Properties while visibly impaired or intoxicated by alcohol or drugs.
10. No person shall expose themselves in a lewd way or engage in any type of explicit sexual activity in any common areas of the Properties.

The Association has a zero-tolerance policy against physical and verbal abuse and menacing or threatening behavior directed at any other person on the Properties, including any actions directed at management and staff of the Properties. Any such actions that are observed by management or submitted as complaints to management are subject to fines, suspension of use, removal from the Amenities, and if warranted, legal action.

4.2 ATTIRE

Every person in the common areas of the Properties must wear appropriate attire.

1. Pasties are not permitted to be worn in any common areas of the Properties.
2. Thongs may not be worn in a visible manner in any common areas of the Properties except the Pool, water lounge, and locker room areas.
3. Shirts and footwear must be worn in all common areas of the Properties both inside and outside of all buildings except for on the Pool deck, locker rooms, steam rooms, saunas, and water lounge at the Spa.
4. Bathing suits must be worn in the pool, hot tubs, water lounge, steam rooms, and saunas. Nude and topless bathing is prohibited.
5. Rubber-soled flip flops must be worn in the locker rooms, steam rooms, saunas, and water lounge at the Spa.
6. Shirts, shorts or pants, and sneakers must be worn while in the fitness center. In addition, Sandals, Open-Toe Shoes, and bare feet or socks only are strictly prohibited in the fitness center at all times.
7. Storage of small bags or personal items are only permitted to what can fit within designated cubbies or lockers. Large bags, luggage, or any sort of traveling cases or backpacks or personal items are strictly prohibited from being placed, left, or temporarily stored anywhere in the facilities, including near equipment,

walls, walkways, and areas of egress and ingress. Staff and employees are not allowed to store or maintain personal items on behalf of patrons.

Every person must be clean and dry before entering any indoor Common Areas including elevators from the pool or Spa. No person or their animals may track water, dirt, mud, or any other substance that leaves noticeable marks or traces on any floor of any indoor or covered Common Areas of the Properties.

4.3 DAMAGES

Owners and Residents accept all fiscal responsibility for any damages resulting from the actions of themselves or their guests, children, contractors, agents, animals, vehicles, or associated invitees to any part or portion of the Properties real or personal. This includes, but is not limited to, any theft, vandalism, scratching, marking, denting, or defacing.

Damages shall include any charges or costs incurred by the Association in the enforcement of the Rules and Regulations, including, but not limited to, legal fees, repair fees, cleaning fees, staff overtime, replacement of amenities, administrative costs, security charges, or police protection. The Association may seek a civil action for damages and/or report criminal charges if the Board of Directors feels it is appropriate and restrict future entry to the Properties for any person not legally entitled to access the Properties.

4.4 CLEANLINESS, TRASH, AND DEBRIS

All trash, rubbish, and debris must be properly disposed of in the trash chutes or trash bins.

1. No trash, boxes, construction waste, or packaging materials may be left in any common area of the Properties, including but not limited to the hallways, stairwells, pet walks, garages, elevators, lobbies, arrival deck, bay walk, loading bays, receiving areas, or other common areas not designated for trash.
2. Trash that does not fit into the trash chutes or bins may never be left in front of the trash chute or bin.
3. Owners, Residents and Guests must make their own arrangements for a private hauler to remove any large bulk items including but not limited to all furniture, appliances, and building materials.
4. Owners, Residents and Guests must make their own arrangements for contractors, couriers, movers, or other invitees to remove their packing supplies, moving supplies, and other trash as necessary.
5. All trash must be bagged and tied securely before being inserted into any trash chutes or dumpsters.
6. No hazardous or bulky materials, liquids, or boxes may be inserted into the trash chutes.
7. All cardboard boxes must be flattened and disposed of in a designated recycling area.
8. Contractors and Delivery People are not permitted to use any association trash chutes, bins, or dumpsters and are required to remove all packaging, materials, and waste from the Properties.
9. No dumping of any items is allowed anywhere on the Properties. Owners, Tenants, and Residents must make their own accommodations to have all furniture, decorations, appliances, electronics, sporting equipment, paints, and other items not generally considered to be normal household waste removed from the Properties.

Under no circumstances may any of these types of items be dumped in common areas such as hallways, stairwells, the garage, loading bays, recycling areas, trash areas, etc.

10. All items containing food residues or compostable materials must be disposed of in the designated waste receptacle. This includes packaging that previously held food, such as pizza boxes. Ensure they are flattened and placed within a suitable bag before placement in the appropriate chute.

4.5 OBSTRUCTIONS

There shall be no obstruction or cluttering of any kind in the common areas of the Properties, including but not limited to, sidewalks, driveways, the bay walk, automobile parking spaces, lawns, entrance and exit ways, stairways, hallways, patios, courts, pool deck, or vestibules.

1. No deliveries or packages shall be left in any common areas of the Properties.
2. No mats of any kind may be placed in any hallways or Common Areas of the Properties.
3. No bicycles, scooters, or other types of similar vehicles or carts shall be left unattended in any Common Areas of the Properties unless they are registered and stored in the designated parking / storage areas.
4. No item shall ever be left unattended (even temporarily) in any sidewalk, stairwell, doorway, hallway, passageway, mechanical room, electrical room, boiler room, garage entrance or exit, or any area of path of ingress or egress.
5. The personal property of all Unit Owners and occupants must be stored in their respective Units. No Common Area may be used to store personal property unless otherwise designated in the Governing Documents or these Rules.
6. No dumpsters may be left in any Common Areas including but not limited to the garage and loading bays. All dumpsters must be stowed within the trash rooms.

4.6 NOISE, ANNOYANCES AND NUISANCES

1. No person shall make or permit any disturbing noises from himself or from his family, pets, guests or other invitees that interfere with the rights, comforts, and quiet enjoyment of another person.
2. No person shall play or allow to be played any musical instrument, or operate or allow to operate a phonograph, television, radio, or sound amplifier in their Unit in such a manner as to be unreasonably disturbing or annoying to other Residents or Guests.
3. No person shall play any musical instrument or operate a phonograph, television, radio, or sound amplifier in any common areas or balcony on the Properties.
4. Every person on the Properties must abide by the City of Miami noise ordinances.

4.7 SOLICITATION

No solicitation of any kind is allowed in any area of the Properties. This includes the distribution of business cards, posting of signs, or any other type of notice or promotional materials that are not specifically approved in writing by the HOA Board of Directors.

No Owner, Tenant, Resident, Guest, Agent, Commercial Unit, Contractor, or other person may solicit any Employee of the HOA or Condominium Associations to borrow tools or supplies or to do any work or provide any services to an individual, group, company, or unit.

4.8 PHOTOGRAPHY

All photo shoots and professional or commercial filming and photography is strictly prohibited from all Common Areas of the Properties unless explicitly approved in writing by the HOA Board of Directors. This includes, but is not limited to the Pool Area, Spa, Fitness Center, Bay Walk, Arrival Deck, lobbies, hallways, garage, driveways, lawns and gardens, or any other Common Areas of the Properties.

Residents and guests of the Properties are permitted to take casual photos and videos in all common areas of the Properties except for the Spa and Fitness Center. Casual photos include snapshots of friends, family, and scenery under ordinary conditions with non-professional photography equipment. Casual photos do not include the use of camera stands or tripods, exotic or unusual wardrobes, wardrobe changes, staging of scenes, inappropriate or unusual poses, an excessive quantity of repetitive photos taken, or any photography that is distracting or disruptive to other residents or guests. The posting of any photos asserting or insinuating to be on behalf of, with the consent of, or insinuating to be on behalf the HOA, whether online or otherwise, is prohibited absent the written approval of the HOA. The HOA staff and management will have the authority and discretion to determine what constitutes casual photography based on these guidelines.

4.9 SMOKING AND VAPING

Smoking, vaping, or any type of e-cigarette is prohibited within all indoor Common Areas of the Properties including but not limited to all lobbies, hallways, sitting rooms, the Spa, the Fitness Center, Theater Room, Arrival Deck, offices, the garage, and receiving areas. Smoking, vaping, or any type of e-cigarette is also prohibited from all outdoor areas including the Pool, Arrival Deck, and Bay Walk except those specifically designated as a smoking area. Smoking is never permitted while sitting on any furniture located in the Common Areas of the Properties.

4.9.1 Designated Smoking Areas

The following areas are designated as Smoking Areas and are signed as such. Smoking Areas may be moved as determined by the HOA Board of Directors. Please refer to signs identifying the proper smoking locations, as they might change from time to time. The list below is for guidance only.

1. Outside the Receiving Area and away from all traffic points
2. On the Pool Deck between the fireplace and Tower 3

4.9.2 Smoking in Residential Units

Smoking of tobacco-based products is permitted in Units, including the balconies as long as it does not permeate to any Common Areas or impact any other Units. Any smoke that permeates into the Common Areas is considered a nuisance and a violation of these Rules.

4.9.3 Trash Related to Smoking

Any person that smokes is responsible for disposing of all trash, including but not limited to all cigar or cigarette butts, ashes, and all materials and packaging related to the products being smoked or vaped. Care must be taken to dispose of trash properly.

1. Cigar and Cigarette butts and ashes may never be dropped or discarded on the ground or floors. They must always be disposed of in designated cigarette disposal bins.
2. No trash from any products related to smoking, including all cigar and cigarette butts and ashes, may be thrown off balconies or thrown into the grass or landscaping.

4.9.4 Marijuana

Marijuana or any other form of Cannabis is prohibited from being smoked on any balcony, lanai, or in any indoor or outdoor Common Area of the Properties.

4.10 ALCOHOL

Alcohol may only be consumed by adults over the age of 21 years old. Under normal circumstances, the only Common Areas of the Properties where alcohol may only be consumed are on the Pool Deck and in the restaurants. Alcohol may not be consumed in any other Common Area of the property including but not limited to the lobbies, hallways, sitting rooms, mail rooms, billiard rooms, Theater Room, Spa, Fitness Center, garage, Arrival Deck, Bay Walk, or other outdoor areas.

4.10.1 Special Events

During events approved by the HOA Board of Directors, alcohol may be permitted to be consumed by adults in the designated event areas. This may include common areas of the Properties where alcohol would otherwise be prohibited.

4.11 ILLEGAL DRUGS AND SUBSTANCES

No person may possess, consume, use, or sell any illegal drugs or substances anywhere on the Properties. This includes all Common Areas, commercial spaces, and indoor or outdoor of residential Units.

4.12 DANGEROUS SUBSTANCES

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

4.13 HURRICANE PRECAUTIONS

Upon notice of an approaching hurricane, all furniture, plants, and other objects must be removed from the balconies and lanais and brought into the Unit. If an Owner or Resident plans to be absent from their unit during the hurricane season, they must designate a responsible firm or individual to care for the unit should the unit require hurricane preparation. Any Owner or Resident that fails to remove all belongings from a balcony or lanai during a storm will be responsible for any harm or damage resulting from it.

All windows and doors must be tightly closed and secured during any tropical storms or hurricanes.

In case of evacuation orders from any governmental agency, all occupants must evacuate the building.

4.14 LIFE SAFETY SYSTEMS

No person may tamper with or interfere with any life safety system installed anywhere on the Properties including within the Units. Any person that tampers with, disables, or interferes with any smoke detector, sprinkler system, fire alarm, speaker, control panel, or any other device, wiring or component related to the life safety systems will be fined and held responsible for any repairs, fines, or other costs or damages that result of such actions.

Each Owner, Tenant, or Resident in any residential, commercial, or hotel unit is responsible for maintaining working batteries within each smoke detector in their Unit.

4.15 SECURITY SYSTEMS

1. No person may tamper with, disable, impede or interfere with any systems related to the common area security of the Properties. This includes all door locking mechanisms, access FOB/card or other similar systems, alarms, speakers, cameras, or any other device, wiring, or other component related to the building security systems.
2. No person may prop open or disable the locking mechanism of any door at any time.
3. Any person who opens a door that has a locking mechanism shall be responsible for ensuring that such door is closed securely and locks after entering or exiting through it.
4. No person shall use their access FOB/card/device to provide access to any floor, door, or other area to any unknown or unauthorized person.
5. No person shall give or share their access FOB/card/device to any other person.
6. No person shall duplicate their access FOB/card/device.
7. No person shall try to produce or duplicate any Amenity IDs, wristbands, or other systems used to control access to the Amenities.

8. No person shall try to circumvent or evade the proper check-in processes for themselves or others to allow any person to enter or use the Amenities.

4.16 BALCONIES, WINDOWS AND LEDGES

1. No items other than patio-type furniture or potted plants shall be placed on the balconies, patios, terraces or lanais or other Common Elements or Limited Common Elements of the Properties.
2. No item may be affixed to any portion of the exterior of any building on the Properties. This includes tying onto, binding onto, screwing into, bolting into, or puncturing any surface, glass, frame, or railing on any balcony, lanai, or window.
3. No air-conditioning units may be installed on any balcony or in any window.
4. No linens, towels, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry or any kind, or other articles, shall be stored, shaken or hung from any or the windows, doors, balconies, patios, terraces, lanais, railings or other portions of the Properties.
5. No person shall permit anything to fall from a window or balcony.
6. No person shall allow any items, dirt or liquids to fall or drip from a window or balcony due to cleaning or painting.
7. No lighting may be installed, affixed, or placed anywhere on any balcony or lanai. This includes temporary, decorative or holiday lighting.
8. No plants, furniture, hammocks, or other items may be hung from or attached to any part of the exterior of the building, including all railings, doors, walls, and ceilings. No person shall drill into or puncture the surface of any wall or ceiling on the exterior of the buildings for any reason without the express, written approval of the HOA.
9. No gym or fitness equipment is permitted to be used or stored on balconies or lanais.
10. No grills or cooking equipment is permitted to be used or stored on balconies or lanais.
11. No cooking is allowed to take place on balconies or lanais.
12. Proper attire is required while on all balconies and lanais. No person shall be naked or improperly exposed while on balconies or lanais.
13. No person shall engage in any type of explicit sexual activity while on balconies or lanais.

4.17 BAY WALK AND DOCK

1. No person or business may use the Bay Walk for any commercial business activity. This includes but is not limited to the sale of any goods or services, any advertising, or any personal training or fitness classes that are not specifically authorized by the HOA Board of Directors.
2. No person may fish, swim, or launch any type of boat or other aquatic equipment from the Bay Walk or dock.
3. No person may access or use the dock for any purpose, including embarking or disembarking from boats. The dock may only be used by the fire, police, or other government agencies for emergency purposes under the

agreement of the HOA. Any other use of the dock will be considered trespassing, and violators may be prosecuted.

4.18 ARRIVAL DECK AND DRIVEWAYS

The Arrival Deck and driveways may only be used for ingress, egress, loading and unloading passengers, luggage, and personal items such as groceries.

1. No commercial or delivery trucks may make deliveries on or park at the Arrival Deck unless specifically permitted by the HOA management.
2. The Arrival Deck may not be used for the delivery or moving of any large or bulky items such as appliances, furniture, or large boxes.
3. Any vehicle that is standing or waiting on the driveway or Arrival Deck for more than 2 minutes must turn off the engine.
4. All vehicles must abide by the instructions or directives given by the HOA management, security, and valet staff.
5. No items may be left unattended on the Arrival Deck.
6. Vehicles are not permitted to play loud music anywhere on the Properties.
7. Vehicles are not permitted to honk horns anywhere on the Properties unless required to prevent or avoid an accident.
8. Vehicles must yield to all pedestrians even when not in crosswalks.
9. Vehicles must be driven safely and not exceed 7 miles per hour anywhere on the Properties.
10. No vehicle may be parked and left unattended on the Arrival Deck. The keys for the vehicle must be turned over to the valet prior to leaving any vehicle. Any car left unattended for more than 15 minutes will be parked by valet at the published valet rates.
11. No loitering. All outside persons or vehicles may not remain on the Arrival Deck for more than 15 minutes.
12. Vehicles are only permitted on areas specifically designated as vehicular pavement. No vehicles may ever be allowed on the tiled areas of the Arrival Deck.
13. No skateboards are allowed to be used on any driveway or Arrival Deck.
14. Registered scooters may be driven onto the Properties via the driveways but may not be driven on any sidewalk, Arrival Deck, garage area or ground floor. Scooters may not be left or parked in any Common Area of the Properties.
 - Residents with scooters must enter and exit the Condominium Association buildings through one of the pet walks and park scooters in one of the residential bike rooms. Residents must dismount scooters before entering a building on the Properties.
 - Employees with scooters must enter and exit the Condominium Association buildings through the loading dock and park scooters in the employee bike area. Employees must dismount scooters before entering a building on the Properties.

4.19 RESTRICTED AREAS

No person other than authorized employees or contractors or persons escorted by such, shall enter Any Restricted Areas. Restricted Areas include all roofs, mechanical rooms, electrical rooms and vaults, server rooms, boiler rooms, utility closets, security rooms, employee breakrooms, or other rooms used to for tools, equipment, or machinery for the buildings.

No person shall enter the garages on foot, except from designated pedestrian areas, or walk up or down any ramps within the garage except for designated employees that need to access those areas in order to carry out the functions of their job. Any person that needs to access a different level of the garage must do so via the appropriate stairways or elevators.

4.20 MAINTENANCE FEES

The HOA may suspend the use rights of Residents and their Guests based upon the non-payment of maintenance fees. This right includes the ability to suspend use rights to the GARAGE, POOL AREA, SPA, FITNESS CENTER and THEATER ROOM. If a unit is at more than ninety (90) days delinquent its rights may be suspended following notice of a Grievance Committee hearing to approve the suspension.

5 POOL AREA

The "Pool Area" encompasses the entire outdoor section of the 15th floor except the Limited Common Areas that belong to the restaurant and residential Units located on the 15th floor.

5.1 ACCESS

Access and use of the Pool Area is strictly controlled.

1. Every Resident and Guest must check in at one of the designated pool huts and receive a wristband (or similar ID or marker) before entering the Pool Area.
 - a. Residents must present a valid HOA Resident ID to check into the Pool Area.
 - b. Accompanied Guests must be with a Resident in order to check into the Pool Area. The Resident must present their valid HOA Amenity ID and check in first, after which time each guest can be checked in by collecting the name and photo of the guest. The Resident must physically be with the Guest while checking them in and remain in the presence of their guest for as long as they remain at the Pool.
 - c. Unaccompanied Guests (including Hotel Guests) must present a valid Unaccompanied Guest ID to check into the Pool Area.

2. Each unit is limited to the number of guests eligible to stay in the Unit, with no unit having more than 4 guests per day unless otherwise permitted by law.
3. Owners (who do not qualify as a Resident) and Agents are only permitted to access the Pool Area to show it to prospective buyers or Tenants. Each Owner or Agent must:
 - a. Check in with the pool staff and provide ID before entering the Pool Area.
 - b. Remain with the prospective buyers or tenants throughout the showing.
 - c. Limit each showing to up to 10 minutes after which time all people must exit the Pool Area.

At no time may any person that is part of the showing enter any bodies of water, sit on the furniture, or interfere with any Resident or Guest utilizing the facilities.

4. Employees and Contractors are only permitted to access the Pool Area if it is required to perform the functions of their job.
5. Minors (any person under the age of 16) must be supervised by an adult at all times.
6. No pets or animals are permitted on the Pool Deck. Service animals must be registered with the HOA, wear appropriate tags, and be leashed at all times.

At no time is any other person allowed on the Pool Deck.

5.2 HOURS OF OPERATION

The HOA Board of Directors will set the hours of operation, which will generally be from sunrise to sunset each day. The hours of operation are subject to change without prior notification. In addition, the HOA management may close the Pool Area partially or its entirety at any time at its discretion due to weather, safety, maintenance, or staffing issues.

5.3 IDENTIFICATION

1. Each Resident or Guest admitted to the Pool Area will be provided with a wristband (or other similar identifier) that must be worn on their wrist at all times while on the Pool deck. This wristband must only be supplied by the HOA and provided at check-in. Children under the age of 10 years old are not required to wear a wristband.
2. Wristbands are only valid for up to one day and may not be shared or transferred to any other person. Each wristband must be removed and discarded when checking out of the Pool Area or at the end of each day.
3. The Pool and security staff reserve the right to request for verification of any person's identity at any time while on the Pool Deck, even if a person is wearing a wristband. Any person who either fails to comply or pass verification or who is in violation of any other rule may have their wristband revoked and access to the Pool removed for the day.

5.4 LIABILITY

Any person using the Pool Area does so at their own risk and agrees to abide by the Pool Area rules. The HOA accepts no liability for any injury, death or other loss as a resulting from use of the Pool, hot tub or other facilities located in the Pool Area.

5.5 CHAIRS, DAYBEDS, AND OTHER FURNITURE

1. All furniture at the Pool Area is available on a first come first serve basis.
2. Each person must check in with the Pool staff and request use of any lounge chair or daybed prior to use.
3. Each lounge chair or daybed must be covered by the appropriate cover prior to use.
4. No person shall be allowed to reserve any lounge chair or daybed for themselves or any other person who is not physically present on the Pool deck.
5. Use of all day beds are limited to 4-hour increments. Back-to-back usage is subject to availability and the Pool staff's discretion.
6. No outside furniture, desks, chairs, umbrellas, suitcases, blankets, pillows, linens, or other items deemed inappropriate for use at the discretion of the Pool staff may be brought onto the Pool deck at any time.
7. Any lounge chair or day bed that is left unattended for more than 20 minutes is subject to being reclaimed by the Pool staff for the use of other Residents or Guests. Any personal items left on the furniture is subject to be removed by the staff. The staff assumes no responsibility for such items removed.
8. No more than 1 person is allowed to sit on a lounge chair, and no more than 3 people are allowed to sit on a day bed at any given time. No jumping on or mishandling of furniture is permitted.
9. No animal is ever permitted on any furniture.
10. No furniture may be used to change diapers or clothing. Changing stations are available in the Pool restrooms.
11. At peak times and/or times of high volume at which the Pool Area is at or expected to reach capacity, as determined in the sole discretion of the Board of Directors and/or Management (including, without limitation, on holiday weekends), the Association will reserve or require reservations for the use of Pool furniture by Residents and Guests of each Condominium Association Tower. To ensure an equitable distribution of resources, the availability of such reservations will be allocated proportionally based on the individual number of Units within each tower. Reservations will be made pursuant to policies and procedures approved by the Board of Directors and implemented by Management.

5.6 TOWELS, LOUNGE CHAIR COVERS AND DAY BED COVERS

1. Towels for the Pool Area are provided on a complimentary basis, one per person at a time. Wet towels may be exchanged at any time for dry towels.
2. Towels must be returned to a designated pool hut before leaving the Pool Area. Any towel that is not returned is subject to a lost towel fee (see the HOA Fee Schedule).

3. Lounge chair and daybed covers are provided on a complimentary basis and must be used to cover all lounge chairs and daybeds. See a Pool attendant for assistance.
4. All linens provided at the Pool Area must remain at the Pool Area. Under no circumstances may linens be brought off of the deck or into the building (including to the Spa).
5. No outside linens may be brought to or used at the Pool Area.
6. No linens may be used to change diapers, clean messes, or any other use that would stain or harm them.
7. Towels and linens may not be left on the floor of the Pool Deck. Towels should be returned to the Pool stand when no longer needed.
8. Any person that damages or stains a towel, daybed cover, or other linen will be subject to the lost towel fee.

5.7 SWIMMING OR ENTERING THE WATER

1. All swimming is at your own risk. There are no lifeguards on duty.
2. Swimming is during designated hours only. Swimming before sunrise or after sunset is prohibited.
3. No jumping or diving into any pool or hot tub is allowed.
4. No person is allowed to step into or enter the reflection pool in any way or at any time.
5. Minors under the age of 16 must be accompanied by and under the supervision of an adult at all times while at the Pool Area.
6. Based on CDC guidelines, no child under the age of 5 years old is permitted in the hot tub, even if accompanied by an adult.
7. Incontinent people, including children who are not toilet trained must wear commercial protective swim wear (e.g. swimies) in the pool. Diapers are NOT permitted in the Pool.
8. No animal is permitted in any body of water located at the Pool Area.
9. Each person must be clean or shower before entering the pool or hot tub.
10. No toys, balls, rafts, noodles, floatation devices, squirting devices, or any other aquatic equipment (other than swim goggles or masks) are allowed in the Pool or hot tub. The Pool staff has full discretion in deciding what items are acceptable.
11. No games are allowed to be played in the Pool or hot tub unless organized and supervised by the HOA staff.
12. No person may create intentional waves or splashing that may interfere with another person.
13. No person who is ill with diarrhea or vomiting, injured with open wounds or sores, or visibly under the influence of drugs or alcohol shall enter the Pool or hot tub.
14. In the event of lightning or severe weather events all patrons must exit the Pool and hot tub and clear the Pool deck.
15. The hot tub is designated as a sanctuary space for relaxation, therapy, and quiet conversation. As such it is only to be used for wading and sitting. No running or jumping into or out of the hot tub is allowed. No toys, swimming, splashing, playing, games, yelling, playing music through speakers or other sound amplification,

loud noises, or actions that may disturb others are allowed. The HOA reserves the right to remove any person(s) who fails to comply with the Pool Area and hot tub rules.

5.8 FOOD AND BEVERAGES

1. No outside alcohol may be brought to the Pool Deck on days when the Icon Café is servicing food and beverages. On days when the Icon Café is operating, all alcohol consumed or brought onto the Pool Deck must be purchased through Icon Café during its hours of operation.
2. No glass cups or bottles, containers, or items are allowed anywhere on the Pool Deck.
3. No coolers are allowed on the Pool Deck.
4. No food or beverages are allowed to be brought into the Pool or hot tub.
5. No person shall be allowed sit or stand on the edge of the Pool or hot tub while eating or drinking.
6. All food, plates, cups, napkins, utensils, or other items used for the consumption of food and beverages must be either discarded in a trash bin or returned to the Icon Café. Under no circumstances shall any item relating to the consumption of food or beverages be placed on the ground or left unattended on furniture. Each person who consumes food or beverages is responsible for the proper return or disposal of all items related to it.
7. Alcohol may only be consumed by adults over the age of 21 years old.
8. No food or beverages may be sold on the Pool Deck other than through the Icon Café.

5.9 CHESS BOARD

1. No children under the age of 16 are allowed on the chess board.
2. The chess board may only be used for playing chess. The chess pieces may not be used to hit anything or against the ground.

5.10 GENERAL CONDUCT

1. Proper attire is required at all times while in the Pool Area. Any person wearing thongs, pasties, or other attire deemed by the staff to be inappropriate may be asked to cover up or leave the premises at any time. No person, including children, shall be naked or exposed at any time.
2. Running, playing with toys, utilizing sporting equipment, or any type of boisterous or disruptive activity is not allowed anywhere in the Pool, hot tub or on the Pool deck.
3. No person shall yell, scream, sing, make any other loud or offensive noises or behaviors that may disturb or interfere with any other person.
4. No smoking, vaping, or electronic cigarettes are allowed to be used anywhere in the Pool or on the Pool Deck. except in the Designated Smoking Area located to the left of the fireplace. All HOA rules regarding smoking apply.

5. No luggage of any kind is allowed to be brought anywhere on the Pool Deck.
6. No musical instruments, radios, speakers, televisions, or other devices that produce, project, or amplify sound are allowed to be used on the Pool Deck without personal headphones.
7. No bicycles, scooters, skateboards, roller blades, or other similar items are allowed anywhere on the Pool Deck.
8. No area of the Pool Deck may be isolated or used for private purposes or parties without the express written approval of the HOA Board of Directors.
9. No person shall lie out on the Pool deck. All people should sit or lie on chairs or daybeds.
10. No person who is visibly under the influence of alcohol, drugs, or other substances may enter or remain on the Pool Area.
11. The pool staff and security officers have full discretion to make determinations and take authority to enforce any of these Rules as they deem reasonable. Any person that does not comply with their instructions may be asked to leave the Pool Area at any time.

5.11 SWIM INSTRUCTORS OR OTHER TRAINERS AT THE POOL

1. Trainers and Swim instructors are available to residents and guests through the Fitness Center for a fee. All trainers and swim instructors must be employed through the Fitness Center in order to provide any type of instruction either in the Pool or on the Pool deck. Trainers and swim instructors must follow the same procedures and rules as personal trainers at the gym and Spa (see the Fitness Trainers section).
2. No Resident or Guest is allowed to give OR receive swim lessons to any other person, regardless of whether payment is received for such services, unless the instructor is employed with the HOA as a swim instructor through the Fitness Center.
3. Management has full discretion to determine what constitutes unauthorized training or swim lessons and enforce the rules to stop it.
4. Swim instructors are not allowed to use the Pool or Pool Area except when providing scheduled classes.
5. Swim instructors and trainers may only conduct sessions if they are scheduled through the Fitness Center booking system and full payment to the Fitness Center has been received.
6. Swim instructors must check in and check out at the pool desk, and identify themselves as an Iconbrickell swim instructor. The pool desk will need to verify that the session has been scheduled and paid for through the Spa before the session can begin.

6 SPA AND FITNESS CENTER

The Spa and Fitness Center are located on the 11th-14th floors between Tower 1, Tower 2, and the garage.

1. The Spa is located on the 11th - 14th floors between the Spa Elevator to the Fitness Center. This area includes but is not limited to the spa desk, fitness classrooms, Theater Room, treatment rooms, locker rooms, steam rooms, and saunas.
2. The Fitness Center is located on the 14th floor between the Spa, Tower 2, and the garage.

6.1 ACCESS

Access and use of the Spa and Fitness Center are strictly controlled.

1. Every Resident and Guest must check in at one of the designated desks at the Spa and Fitness Center before entering or utilizing the facilities.
 - a. Residents must present a valid HOA Resident ID to check in.
 - b. Accompanied Guests must be with a Resident in order to check into the Spa, Fitness Center, and Fitness Classes. The Resident must present their valid HOA Amenity ID and check in first, after which time each guest can be checked in by collecting the name and photo of the Accompanied Guest. The Resident must physically be with the Accompanied Guest while checking them in and remain in the presence of such guest for as long as they remain at the facilities.
 - c. Unaccompanied Guests must present a valid Unaccompanied Guest ID to check in to the Spa, Fitness Center, and Fitness Classes.
2. Each Unit is limited to the number of Guests eligible to stay in the Unit, with no Unit having more than 4 Guests per day unless otherwise provided by law. The Guest limits apply to the aggregate number of Accompanied and Unaccompanied Guests.
3. Owners (who do not qualify as a Resident) and Agents are only permitted to access the Spa and Fitness Center to show it to prospective buyers or tenants. Each Owner or Agent must:
 - a. Check in with the staff and provide ID before entering the area.
 - b. Remain with the prospective buyers or tenants throughout the showing.
 - c. Limit each showing to up to 10 minutes after which time all people must exit the area.At no time may any person that is part of the showing use any services or gym equipment, take photographs or videos, or interfere with any Resident or Guest utilizing the facilities.
4. Employees and Contractors are only permitted to access the Spa or Fitness Center areas if it is required to perform the functions of their job.
5. Minors (any person under the age of 16) are not permitted access or use the Spa or Fitness Center, even if accompanied by an adult. Proof of age via ID may be required.
6. No animals are permitted in the Spa or Fitness Center. Service animals must be registered with the HOA, wear appropriate tags, and be leashed at all times. No animals of any type are permitted in any body of water.

7. All people must be clothed to enter or exit the Spa or Fitness Center. This includes wearing a shirt, shorts or pants, and shoes everywhere inside of the buildings, elevators, and hallways except for the locker rooms and Water Lounge on the 14th floor. No wet bathing suits are allowed outside of the water lounge or locker rooms.

At no time is any other person allowed to enter the Spa or Fitness Center.

6.2 HOURS OF OPERATION

The HOA Board of Directors will set the hours of operation, which will generally be from 6am to 10pm each day. The hours of operation are subject to change at the HOA Board of Directors discretion without prior notification. In addition, the HOA management may close the Spa or Fitness Center partially or their entirety at any time at its discretion due to safety, maintenance, or staffing issues.

6.3 IDENTIFICATION

The Spa and Fitness Center staff and security reserve the right to request for verification of any person's identity at any time while in the Spa or Fitness Center. Any person who either fails to comply or pass verification or who is in violation of any other rule may be required to leave.

6.4 LIABILITY

Any person using the Spa or Fitness Center does so at their own risk and agrees to use such Amenities pursuant to these Rules. The HOA accepts no liability for any injury, death or other loss as a resulting from use of the any equipment, hot tub, services or other facilities located in the Spa or Fitness Center. Each person is also responsible for taking care of their personal property while on the premises. The HOA is not responsible for any personal property that is broken, lost, or stolen from the Spa or Fitness Center.

6.5 FOOD AND BEVERAGES

1. No food or beverages other than water or sports drinks may be brought into or consumed in the Spa, Water Lounge, Theater Room, Fitness Classrooms, or Fitness Center. No alcoholic beverages, glass cups, bottles or containers are allowed except when provided for during special events approved by the HOA Board of Directors.
2. Complimentary fruits, juices, and teas may be provided in the Spa. These are for the reasonable, on-site consumption of Residents and Guests in the area where they are provided and are not to be removed from the Spa.
3. No food or beverages other than water or those provided during events are allowed in the Theater room or Water Lounge.
4. No food or beverages shall be consumed while in any body of water at the Water Lounge.

6.6 GENERAL CONDUCT

1. No cell phones are allowed to be used anywhere in the Spa, Water Lounge, fitness rooms, locker rooms, steam rooms, treatment rooms, or saunas. Cell phones may only be used in the Fitness Center, but only if headphones are used.
2. No music players, televisions, tablets, phones, or other devices that amplify sound may be used to play audio without headphones.
3. No luggage of any kind is allowed to be brought into or stored anywhere within the spa or fitness center.
4. No photographs or videos are allowed to be taken anywhere in the Spa or Fitness Center.
5. No person shall yell, shout, or make any loud noises or disruptions while in the Spa or Fitness Center. Disruptive, lengthy or group conversations should be taken outside of the area.
6. No person shall talk on a cell phone or tablet while in the Spa or Fitness Center. If you need to make or receive a call, you must exit the area. Phones should also be placed in vibrate mode before entering the Spa or Fitness Center.
7. No person shall place or leave any clothing, cups, bags, hats, glasses or other items other than flip flops (or similar shoes) on the floor of the Water Lounge area.
8. No smoking, vaping, or any form of e-cigarettes are allowed anywhere in the Spa or Fitness Center.
9. No person under the influence of drugs and/or alcohol may be permitted to enter the Spa or Fitness Center. Any person exhibiting signs of being under the influence of such substances will be asked to leave.
10. No furniture or other property of the Spa or Fitness Center may be removed without proper authorization from the Spa management.
11. The staff and security officers have full discretion to make determinations and take authority to enforce any rule as they deem reasonable. Any person that does not comply with their instructions may be asked to leave the Spa or Fitness Center at any time.

6.7 FITNESS CENTER

6.7.1 Attire

Proper fitness attire is required to be worn at all times while in the Fitness Center. This includes wearing a shirt, pants/shorts, and sneakers at all times. No cut-offs, torn garments, bathing suits, open-toed shoes, flip-flops or sandals are allowed to be worn in the Fitness Center.

6.7.2 Equipment

1. Each person is required to follow any instructions listed on the equipment and use the equipment for its intended purpose only, and uses such equipment at their own risk. Any person who is not familiar with the operation or use of any equipment should ask the Fitness Center staff for assistance.

2. No gym equipment may be removed from the Fitness Center. This includes weights, mats, or any other equipment provided in the Fitness Center.
3. No outside equipment may be brought into the Fitness Center.
4. No person shall attempt to reserve any equipment for themselves or other people. Any items (towels, keys, books, phones, tablets, clothing, etc.) that are left on equipment that is not actively being used will be promptly removed by staff members.
5. Cardio equipment (bikes, treadmills, ellipticals, etc.) may only be used for a period of up to 30 minutes when all similar machines are either occupied or out of service. Limit use to one piece of equipment at a time.
6. All equipment must be wiped down with a sanitary wipe after use. Complementary sanitary wipes are provided at stations throughout the Fitness Center.
7. Weights (attached to a machine or free weights) must be lowered carefully and never dropped.
8. All free weights and equipment should be returned to the appropriate racks or bins after each use.
9. No person shall grab or hold onto any part of the electronic screens, consoles, or panels of any cardio equipment. Only the designated handles on the equipment may be used for support. Under no circumstances shall any person hold onto the console of a treadmill for support.
10. Any person who damages equipment due to misuse or negligence will be charged for any damages or repairs. Residents and guests that encounter any damaged or malfunctioning equipment should cease using that equipment immediately and report the problems to management as soon as possible.

6.7.3 Personal Items

1. Small personal items may be brought into the gym but are the sole responsibility of the individual.
2. Personal items may not be left on any unattended equipment, or in any path of ingress or egress.
3. Large bags, suitcases, and other large items are not allowed in the Fitness Center.

6.7.4 Fitness Trainers

1. Personal Trainers are available to Residents and Guests through the Fitness Center for a fee (see the Spa/Fitness Center Fee Schedule).
 - a. A credit card will be required to reserve a training session.
 - b. There will be a 100% charge applied for any training session not cancelled within 24-hours of the scheduled time.
 - c. All payments made to personal trainers must be facilitated through the Iconbrickell Spa. No payments for services may be made directly to the trainers.
 - d. No person shall attempt to hire or pay any staff or fitness trainers directly for personal onsite training or fitness services.

2. No Owners, Residents, Guests, or outside personal trainers, coaches, class instructors, etc. are allowed to conduct any type of training, classes, or fitness instruction to any other person on the Properties, regardless of whether payment is received for such services, unless they are employed through the Fitness Center.
3. Management has full discretion to determine what constitutes unauthorized personal training and enforce the rules to stop it.
4. Personal Trainers are subject to the same rules and regulations as all other Residents and Guests who use the facilities.
5. Personal Trainers are not allowed to use the Fitness Center or any other Common Areas or Amenities for their own use or remain on site other than as needed to provide services.
6. Personal training sessions may not interfere in any way with other Residents or Guests using the facilities.
7. Personal Trainers are not allowed to reserve machines or equipment or block the usage of any equipment while providing services. This includes idly sitting on equipment while instructing others.
8. Personal Trainers may only conduct training sessions if they are scheduled through the Fitness Center booking system and full payment to the Fitness Center has been received.
9. Personal training sessions may only be given to 1 Resident or Guest at a time. That Resident or Guest must be named on the booking up front. No other person can be added or participate in the personal training session.
10. Personal trainers must check in with the Spa or fitness desk and identify themselves and their trainees prior to each session and prior to entering the Fitness Center or classroom. They also must check out at the conclusion of each session. If a trainer has back-to-back sessions, they must check out and back in each time.
11. Personal trainers must wear the Iconbrickell Personal Trainer uniform while performing any training sessions on the Properties.

6.7.5 Towels

1. Workout towels are available for use in the Fitness Center free of charge.
2. Each person may use up to 1 workout towel at a time. Used towels may be exchanged for clean towels at any time.
3. Towels must be returned to the Fitness Center Desk prior to leaving the Fitness Center. At no time may any workout towels be brought out of the Fitness Center or into the spa.
4. Any person who does not return a towel is subject to a lost towel fee (see the HOA Fee Schedule).
5. Any person who stains or damages a towel or other linen will be subject to the lost towel fee.

6.8 SPA

The Spa contains several different areas and services, each of which have their own rules.

In order to keep the Spa a safe and sanitary area, no person shall enter or use the facilities if they are exhibiting signs of being sick, under the influence of drugs or alcohol, have open cuts, sores, or wounds, or any other condition that may be unsanitary or infections to others.

6.8.1 Treatments and Therapies

1. Appointments for Spa services or spa packages should be booked at least 24 hours in advance.
2. Residents and Guests should arrive for their Spa services at least 30 minutes prior to their appointment to relax and prepare for the treatment. In the event of late arrivals, the length of the appointment may be shortened due to the technician having an appointment afterward. Anyone who is late will still be charged the full price for the service.
3. As a courtesy to therapists and to receive the full benefit of treatments, please shower before receiving treatments.
4. Iconbrickell Spa policy for all Spa services require all guests to be covered. All services are professional and have a NO tolerance policy on any offensive acts. Violation of these policies will end spa session immediately.
5. Treatments may not be provided to anyone under the age of 16. Proof of age via ID may be required.
6. All fees for Spa services and therapies will be due upon check-in at the Spa desk. Payments must be made directly to the Iconbrickell Spa through the reception desk or online payment system and may not be remitted directly to therapists.
7. There will be a 100% charge applied for all services not cancelled within the 24-hour required time.
8. Each person may be required to fill out a medical questionnaire form prior to receiving some services or therapies.
9. An 20% gratuity will be added to all Spa treatments and therapies.
10. Each person is required to be covered up or wear the appropriate apparel for the given service. The Spa staff will inform each person what to wear.

6.8.2 Water Lounge

1. No cell phones may be brought into the Water Lounge or associated tubs.
2. Each person who enters the Water Lounge must be clothed in at least a robe or bathing suit. No pasties, or clothing deemed to be inappropriate may be worn at the Water Lounge. Rubber soled flip flops or sandals must be worn while not in the hot tubs.
3. Each person must shower with soap before using any of the hot or cold tubs at the Water Lounge.
4. No personal scents, oils, soaps, muds, shampoos or other products may be brought into the Water Lounge or the associated tubs.
5. No person shall swim, stand, or walk in the shallow pools of water that surround the hot and cold tubs.
6. No person shall engage in any type of sexual activity while in the Water Lounge.

7. No hot or cold tub may have any more than 6 people at a time. If a tub is full, you must wait in another section of the spa.
8. No person shall utilize the Water Lounge for more than 20 minutes if the lounge area is at capacity (18 people).
9. Every person in the Water Lounge should remain quiet, speak softly, and not disturb other Residents or Guests.
10. The Water Lounge is not for private use. It is a shared space and may be occupied by other people unless it is occupied by an event authorized by the HOA Board of Directors.
11. No clothing, shoes, or other personal items may be left on the floor in the Water Lounge. All personal items should be stored in a locker in the locker room.

6.8.3 Fitness Classes

1. Each person who attends a fitness class must sign in and show their HOA Resident Amenities ID or Guest Amenities ID.
2. Class availability is limited and may require Residents and Guests to sign up beforehand. If the class size is limited, attendees will be admitted based on the order in which they have signed up for the class. If a class exceeds capacity, people may be turned away. No person shall enter a class once it has reached its stated capacity.
3. Each person shall wear the proper attire for fitness classes.
 - a. Shirts and shorts/pants/leggings must be worn at all times for all classes.
 - b. No thongs or bathing suits are allowed at any time.
 - c. Shoes must be worn for all active classes such as spinning, HIIT, etc. that require them. Instructors will inform class attendees if they do not have the proper footwear.
 - d. Bike shoes used for spinning classes may only be worn in the spinning room.
4. No person shall use any of the equipment in any of the fitness classrooms unless an instructor or trainer is present.
5. Once a class has begun, it may be closed off to additional attendees in order to prevent disruptions. No person shall enter a class once it has been designated as closed by the staff or instructors.

6.8.4 Locker Rooms, Saunas, and Steam Rooms

1. The men and women's locker rooms are separate. Men are not allowed in the women's locker room. Women are not allowed in the men's locker room.
2. Lockers are for day use only. Highly valuable items should not be stored in the lockers. Items left overnight will be removed from the lockers and discarded or sold without notice.
3. Shaving is not allowed in steam rooms or saunas. All shaving must be done at sinks or in the shower.

4. No hair dye/color, oils, scents, muds, or other similar products are permitted to be applied or used in any area of the locker rooms or showers.
5. The saunas and steam rooms are not for private use. They are shared spaces and may be occupied by other people.
6. No cell phones may be used to conduct conversation, or photography, or play any audible sounds, or interfere with any other person's enjoyment of facilities.

6.8.5 Towels, Robes, Slippers, and Complimentary Items

1. Complimentary towels are provided in the Spa for use in the showers, steam rooms, saunas, and Water Lounge. One towel may be used at a time.
2. Residents and Guests receiving treatments may have access to use robes and slippers.
3. All towels, robes, and slippers should be placed in the appropriate bins after use. Used towels, robes, and slippers should not be left in lockers, on the floor, on the furniture or ever be taken out of the Spa.
4. Fees for towels, robes, and slippers will be assessed for any items not returned after use.
5. Complimentary items that are stocked in the locker rooms such as soaps, shampoos, conditioners, combs, paper towels, toothbrushes, teas, fruits, beverages, etc. are for reasonable personal use while in the locker room only. These items may not be used/consumed in excess or taken from the locker room under any circumstances.

6.8.6 Theater Room

1. Residents may reserve and use the Theater Room for private events or to watch movies between 9am and 9pm daily.
2. Residents that wish to use the Theater Room must make a reservation beforehand with the front desk at the Spa.
3. Each reservation may be for up to 2 hours. Residents may check in with the front desk at the Spa up to 15 minutes before their reserved time. The resident who made the reservation must show their valid HOA Resident Amenities ID.
4. The HOA will charge fees for groups of people who wish to use the Theater Room for private viewings and events (see the HOA Fee Schedule).
5. The Theater Room is 986 square feet in size and has a maximum capacity of 45 people.
6. Care should be taken when booking the Theater Room as there may be noise from classes in adjacent rooms. Classes will not be cancelled to accommodate Theater Room bookings.
7. NO food or drinks allowed in Theater Room, ONLY WATER unless provided during an HOA sponsored event.
8. The Resident who booked the reservation assumes all responsibility for any damages to the Theater Room.

7 PARKING GARAGE

Eligible Residents of Tower 1 and Tower 2 and Employees may self-park a vehicle in an assigned space or designated parking area within the garage. All other Residents or Guests must utilize the valet services.

All Residents and Employees that self-park a vehicle do so at their own risk. The HOA and its management are not responsible for and assume no liability arising from fire, theft, damage, or loss of any vehicle or articles left therein.

7.1 USE

1. The parking garage is only to be used for parking motor vehicles. It may not be used to store any items without the express written consent of the HOA Board of Directors.
2. No commercial vehicles or vehicles with obvious advertisements, signs, business names, URLs, phone numbers or other signage are allowed to be registered or parked in the garage.
3. Motor vehicles with non-standard and/or excessively noisy exhaust systems constituting a nuisance may be prohibited from utilizing the garage.
4. The parking garage may only be used by pedestrians and motor vehicles authorized for parking or valet. It may not be used for exercise, games or sports. No bicycles, scooters, skate boards, roller blades, or any type of sports equipment may be used in the garage.

7.2 CONDUCT

1. No person shall leave a vehicle running/idling for more than 5 minutes while parked anywhere in the garage.
2. No person shall play loud music while in the garage.
3. No person shall sit and smoke inside of a car while in the garage.
4. No person shall sleep inside of a car while in the garage.

7.3 RESIDENT PARKING SPACES

Units within Tower 1 and Tower 2 have assigned parking space(s) within the upper garage. Residents are permitted to register and park one car for their own use for each space assigned to the Unit that they reside in. Owners who rent their units are not allowed to either utilize or reassign the parking spaces that belong to the Unit while any lease agreement is in effect as those spaces are transferred to the Tenant's use. Residents are not allowed to utilize their assigned parking space(s) for any Guest parking.

7.3.1 Buying and Selling Resident Parking Spaces

1. Every space within the parking garage is already owned/assigned to a Unit or the HOA. There are no additional spaces for sale, except by Owners that own assignments to multiple spaces. The HOA will not move, trade or reassign any spaces that it owns, absent a legal requirement to do so.

2. Each Unit within Tower 1 and Tower 2 must retain at least one assigned parking space for the Unit. No Tower 1 or Tower 2 unit may sell its sole space. Units with assignments for more than one space may sell the additional spaces to another Tower 1 or Tower 2 unit, as long as they are not considered a part of a tandem space (i.e. two spaces, one stacked in front of the other). In cases of tandem spaces, both can be transferred to another Unit as long as the Unit maintains assignment of at least one other space.
3. Each time a parking space assignment is sold, both the buyer and seller must complete and notarize the HOA's parking space assignment form and submit it to the HOA in order for the assignment to be completed. The HOA will not accept any other agreement in lieu of the HOA assignment form as proof of a sale.

7.3.2 Renting Resident Parking Spaces

A Resident may rent out their assigned parking space to another Resident of Tower 1 or Tower 2. Any resident that wishes to re-assign a space must fill out the HOA's parking space assignment form and submit it to the HOA before the temporary assignment goes into effect. This form must also be cancelled once the assignment ends or is terminated. No other agreements will be accepted as proof of reassignment. The HOA management and HOA Board of Directors may, at its sole discretion, block the rental of any space.

7.3.3 Renting Monthly Parking Spaces

The Master HOA has a limited number of assigned parking spaces available to rent for cars and motorcycles for a fee on a monthly basis (see the HOA Fee Schedule). Given that there is no access from Tower 3 to these spaces in the garage, only valid Residents of Tower 1 and Tower 2 may rent these spaces from the association. The spaces may be rented on a first-come first-serve basis. If a Resident wishes to rent a space and the HOA has none available, he or she may be added to a waitlist and given the future opportunity to rent a space when one becomes available.

Each Resident that rents a space must register their car with the HOA and pay the associated fees by the 5th of each month. If a Resident fails to pay the monthly rental fee by the 5th of the month, they will be assessed a late fee and their RFID will be disabled so that they can no longer enter the garage. Any car that remains parked in the space will be subject to fines and may be towed from the garage at the owner's expense.

Residents that rent multiple spaces from the HOA for cars are subject to an additional fee (see the HOA Fee Schedule).

7.3.4 Vehicle Registration

Each Resident vehicle must be registered with the HOA before being permitted to park in an assigned space within the garage. Only one vehicle may be registered to a space at any given time. The vehicle being registered must belong to a qualified Resident of the unit that the space is assigned to. The Resident must provide the following pieces of information to register a vehicle:

1. Tower and Unit number.
2. Parking space number.

3. Valid driver's license with a photo.
4. Proof of registration that shows that the car belongs to a qualified Resident of the Unit.
5. Proof of valid insurance for the vehicle being registered.
6. Pay the appropriate registration fee (see the HOA Fee Schedule).
7. Documentation to prove if a Handicap space may be used (if applicable)

Any vehicle that cannot be proven to belong to a Resident will not be permitted to be registered for self-parking. Any person who provides fake or falsified documentation will be in violation of these Rules and may be turned over to the authorities.

Once all of the requirements have been met, an HOA staff member will affix a unique RFID tag to the windshield or headlight which will be used to grant access to the appropriate gates in the garage.

If a Resident needs to register a vehicle, but the HOA office is closed, they may check the vehicle into the guest valet until the HOA office reopens. The HOA will validate any of the vehicle's valet tickets up until the end of the next day on which the HOA office is open. For example, if a Resident attempts to register their vehicle on a Saturday, but the HOA office is closed they may check the car into valet on Saturday. If the valet office is re-opens from 9am-5pm on Monday, the resident will not be charged for the valet as long as they register the vehicle by 5pm on Monday. If the Resident registers the vehicle after 5pm on Monday, they will be responsible to pay all charges incurred after Monday at 5pm. This waiver of valet fees only applies for up to one registration per month per space.

7.3.5 Self-Parking in Assigned Spaces

Once a Resident has been assigned an RFID, they may use it to enter the garage and park in their assigned space.

1. Each Resident must only park their vehicle in their assigned space.
2. Each vehicle parked in an assigned Resident space must have a valid RFID tag affixed to the vehicle.
3. Each Resident parking space may only have 1 vehicle assigned to park in it at a time. If a Resident wishes to change vehicles, they must register the new vehicle and deactivate the old vehicle.
4. Units that have 2 or more assigned parking spaces may park any of the cars registered to spaces belonging to that unit in any space assigned to that unit. For example, if unit T1-1001 has two parking spaces (100 and 101) and two cars registered (A and B), they may park car A in space 100 or 101, and park car B in space 100 or 101.
5. No Resident Parking space may be used for any Guest parking.
6. No items other than the registered vehicle may be stored or parked in any assigned space. This includes motorcycles or scooters (that are not registered for that space), bicycles, trailers, etc. Any items left in a space will be removed and discarded.
7. Residents that wish to place a cover on their car must leave the license plate visible at all times.

8. No oversized vehicles are allowed to park in the garage. Each vehicle must fit within the 3 lines of the assigned space. Any vehicle that is too large to fit within the assigned space may not park in the garage. The HOA will not reassign any spaces to accommodate larger vehicles.
9. All Resident vehicles must be parked head into the space for security reasons.

7.3.6 Handicapped Spaces

Residents that have a valid handicapped placard may use any of the designated handicapped spaces within the upper garage under the following conditions:

1. Each Resident must present their handicapped placard and their driver's license to the Master HOA so that it can be verified with the state and recorded with the information that pertains to the vehicle. Any Resident that presents false or fake information for a handicapped placard will be referred to the state authorities for prosecution.
2. Each Resident must place the handicapped placard in the windshield such that it can be seen and read every time they park in a designated Handicapped space. Expired, illegible, or fake placards will not be accepted.

Any vehicle that is not registered with the valet office to park in a handicapped space or does not display the handicapped placard will be fined, green-tagged, and potentially towed at the owner's expense.

Handicapped spaces may not be reserved ahead of time or used exclusively by a specific Resident. Each handicapped space is on a first-come first-serve basis. Any Resident that chooses to park in a handicapped space must leave their assigned space empty. They may not rent, re-assign, or use their assigned Resident parking space for any other purpose while parked in a handicapped space.

7.4 EMPLOYEE PARKING

Some employees are eligible to park within designated parking areas within the garage. Every employee is required to be approved for parking by the ownership/management that owns the associated employee spaces. Employee spaces are not assigned to specific vehicles but are shared among all employees eligible to park in the spaces designated to the appropriate entity. Employees may not park in any spaces except those specifically designated to the entity that they work for, even if all of their allocated spaces are full.

1. Employees that work for the 3 Condominium Associations or the HOA may be eligible to self-park within the designated association employee parking sections of the garage. Association employee spaces are marked in yellow in the garage. Employees are not guaranteed parking and must be approved by the HOA management in order to park.
2. Employees that work for the Hotel or its associated commercial units are eligible to self-park in the 48 designated Hotel spaces within the garage. These spaces are marked in purple. All employees must be approved by the Hotel management to utilize the spaces.

3. Employees that work for Cantina La Viente are eligible to self-park in the 12 designated parking spaces assigned to the commercial lot. These spaces are marked in black with the name of the restaurant on them. All employees must be approved by Cantina's management to utilize the spaces.
4. Employees that work for Cipriani are eligible to self-park in the 13 designated parking spaces assigned to the commercial lot. These spaces are marked in black with the name of the restaurant on them. All employees must be approved by Cipriani's management to utilize the spaces.
5. Employees that work for Fortune are eligible to self-park in the 8 designated parking spaces assigned to the commercial lot. These spaces are marked in cyan and labeled Fortune. All employees must be approved by Fortune's management to utilize the spaces.
6. Valet employees that work on the property are eligible to self-park in designated valet spaces within the garage. These spaces are marked in green. All employees must be approved by the HOA Management to utilize the spaces.

7.4.1 Monthly Parking for Employees

Employees that are unable to register to park in the assigned blocks of spaces may pay a monthly parking fee to park in a limited number of spots allocated on the lower garage floor. The HOA Board of Directors may specify how many spots per month (if any) will be allocated for employee monthly parking.

Each Employee that rents a space must register their car with the HOA and pay the associated fees by the 5th of each month. If an Employee fails to pay the monthly rental fee by the 5th of the month, they will be assessed a late fee and their RFID will be disabled so that they can no longer enter the garage. Any car that remains parked in the space will be subject to fines and be towed from the garage at the owner's expense.

Monthly Employee parking does not have assigned spaces. If the garage fills up, employees may not be able to park and will be required to find (and possibly pay) for alternative parking in another location.

7.4.2 Vehicle Registration

Each employee vehicle must be registered with the HOA before being permitted to park in an assigned space within the garage. The vehicle being registered must belong to a qualified employee of the entity that owns the spaces.

Employee spaces are not assigned to a specific vehicle. An employee that is registered to park may park in any space allocated to the entity for which they work.

Each Employee must provide the following pieces of information to register a vehicle:

1. Entity that they work for (i.e. Tower 1, the HOA, Hotel, Cantina, etc.)
2. Valid driver's license with a photo.
3. Proof of registration that shows that the car belongs to the Employee.
4. Proof of valid insurance for the vehicle being registered.

5. Pay the appropriate registration fee (see the HOA Fee Schedule).

Any vehicle that cannot be proven to belong to the Employee will not be permitted to be registered for self-parking.

Once all of the requirements have been met, an HOA staff member will affix a unique RFID tag to the windshield or headlight which will be used to grant access to the appropriate gates in the garage.

Employees that drive more than one car to work are eligible to register 2 cars.

7.4.3 Self-Parking in Employee Spaces

1. Each Employee may only park in the spaces designated for the entity that they work for. Employees are never allowed to park in Resident spaces, Contractor spaces, or valet spaces.
2. Each Employee vehicle must have an RFID tag affixed to the vehicle.
3. Employees that have more than one car registered for the garage may only park one of those vehicles in the garage at any given time.
4. Employees that work for the HOA or a Condominium Association are only allowed to park in the garage while they are working.
10. No items other than the Employee vehicles may be stored or parked in any assigned space. This includes motorcycles or scooters (that are not registered for that area), bicycles, trailers, etc. Any items left in Employee parking space will be removed and discarded.
11. Employees that wish to place a cover on their car must leave the license plate visible at all times.
12. No oversized Employee vehicles are allowed to park in the garage. Each vehicle must fit within the 3 lines of the assigned space. Any vehicle that is too large to fit within the assigned space may not park in the garage.
13. Employees that park in tandem spaces must not park so as to block an empty space. If a tandem set of spaces are empty, the employee must park all the way in so that another Employee may park in the second space.
14. Employees that park in tandem spaces must coordinate with other employees to avoid blocking or being blocked in.
15. All Employee cars must be parked head into the space for security reasons.
16. Employee cars may only be parked while the Employee is at work. Employee cars may not be parked onsite overnight or for extended periods unless the Employee is onsite working during that period.

7.5 CONTRACTOR PARKING

1. Contractors doing work onsite for a unit or an association may utilize the Contractor Parking area of the lower garage for a fee equivalent to the hourly valet rates (see the HOA Fee Schedule).
2. Contractors must check in with the Contractor office first and receive an entry code to enter the garage.
3. Contractors may only use the entry code for one vehicle to enter the garage.
4. Contractors are required to park in the designated Contractor spaces in the lower garage.
5. Contractors will be charged parking fees at the same hourly rate as valet rates.

6. Contractors are required to pay their parking fees or have them validated by the appropriate entity with validation privileges.
7. Contractors are only permitted to park on non-holidays, Monday through Friday from 8:00am to 5:00pm.
8. Contractors are not allowed to use tools or do any work in the garage unless authorized by the HOA.
9. Contractors who leave a vehicle onsite for more than 12 hours are subject to a surcharge for each day the vehicle remains onsite (see the HOA Fee Schedule).
10. Employees that work for a commercial unit or other onsite entity are not allowed to utilize Contractor parking.

7.6 VALET PARKING

1. Valet employees may park cars utilizing the valet service in the designated valet spaces. These spaces are located on the ground and 4th floor and are marked in green.
2. Every car parked by the valet service must display a valid ticket that applies to the vehicle.
3. Cars parked by the valet service must be backed into spaces.
4. The valet service is allowed to stack and block cars as needed within the designated valet parking areas.
5. Valet parking is not intended for the storage of vehicles. Any guest valet car parked for more than 10 continuous days is subject to be removed from the garage.

7.7 MOVEMENT WITHIN THE GARAGE

1. The maximum speed limit throughout the Property is seven (7) miles per hour. The maximum speed limit in the garage is five (5) miles per hour. Headlights must be turned on while inside the garage at all times. Vehicles must signal for all turns while on the Property, including in the garage.
2. Right of ways are automatically given to pedestrians, valet, and to other Association service providers performing their duties, such as gardening or security.
3. Tailgating another vehicle through the garage gates is not permissible. The gates are designed to close after each vehicle enters or exits the garage.
4. Vehicles may not speed or pass other vehicles that are in movement.
5. Vehicles may not make any left turns at the top or bottom of any ramp on or above the 4th floor.

7.8 TOW TRUCKS AND VEHICLE REPAIRS

Residents or Employees that have issues with their cars that require repairs may have a tow truck or repair vehicle enter the garage. The Resident or Employee must make arrangements with security to allow the truck to enter the garage. Security must accompany the repair person to the vehicle.

The repair person may provide the following services onsite.

1. Towing
2. Jump starting a vehicle

3. Battery replacement (non-electric vehicles only)
4. Glass repair
5. Tire repair or replacement

Only qualified and insured service providers may tow or make repairs in the garage.

Residents and Guests may not do any self-repairs on any vehicles within the garage.

No motor vehicle which cannot operate on its own power shall remain on the Property for more than twenty-four (24) hours. All vehicles should be in operable condition and without flat tires. All vehicles should be properly maintained, and should be free of oil, transmission, or other fluid leaks.

Cars may not be cleaned or detailed within the garage except by the service provider explicitly approved by the HOA Board of Directors and in the designated car wash areas.

7.9 RENTAL CARS

1. Residents or Employees may apply for a temporary RFID for a rental car if their registered vehicle is in the repair shop for maintenance. The temporary RFID may only be issued for up to 2 weeks, after which time it will expire and need to be replaced. Residents and Employees that do not have a car already registered are not eligible for temporary passes.
2. Residents that rent a car and do not already have a registered vehicle, must register that rental car the same as though it were their primary vehicle.
3. The registration requirements and process for rental vehicles is the same as for owned vehicles.

7.10 VIOLATIONS AND TOWING

Every vehicle that is parked in the garage is subject to the Parking Garage Rules. Any person that violates these rules may be fined, have their vehicle green tagged, have their vehicle towed from the garage at their own expense, or a combination thereof.

Any cars parked in violation of the parking rules shall be subject to towing. Repeat offenders will be towed immediately.

8 VALET SERVICES

All Guests and Residents who are not eligible for self-parking must utilize the valet services to park a vehicle on the property.

8.1 GUESTS OF RESIDENTIAL UNITS

All guests of residential units must utilize the hourly valet service.

Guest valet services for each Unit are limited to five (5) guests per day. To ensure that parking will be available for their Guests, Residents must make previous arrangements with the Master Association Management Office should they be expecting more than five (5) Guests per day.

8.2 GUESTS OF COMMERCIAL UNITS

Guests of the Commercial Units (including Cantina, Cipriani, Fortune, XO) must utilize the hourly valet service. Any Guest of a commercial unit will be charged a surcharge per day on any vehicle that remains parked in valet for more than 12 hours (see the HOA Fee Schedule).

8.3 GUESTS OF THE CONDOMINIUM ASSOCIATIONS

Guests of the Condominium Associations must utilize the hourly valet service. Each Condominium Association is responsible to pay the HOA for any validations issued. The HOA may waive the fees on validations for the Condominium Associations up to a set limit determined by the HOA Board of Directors.

8.4 HOTEL GUESTS

All guests of the Hotel must utilize the hourly valet service. Guests of the designated hotel may pay their valet services together with their hotel bill. The Hotel is responsible to pay the HOA for any validations issued.

8.5 TOWER 3 RESIDENTS – MONTHLY VALET

There is no direct access from the residential floors of Tower 3 to the parking garage and the developer did not assign any parking spaces or parking rights to the residential units in Tower 3. As such, all units in Tower 3 must utilize paid valet services in order to park vehicles onsite.

Residents of Tower 3 who plan to reside in the unit for 1 month or more may be eligible for monthly valet service at a monthly rate (See HOA Fee Schedule).

8.5.1 General Requirements for Monthly Valet Service

1. The Tower 3 Unit must be registered for owner use or long-term rental use with the HOA. Units that are registered with the HOA for short-term use, are subleased, or are being used for short-term rentals are not eligible for monthly valet services.
2. A Resident enrolled in the monthly valet service may not change Units. Any Resident that changes Units will be considered to have left and will be terminated from the service.
3. A Resident may only enroll in the monthly valet service under 1 Unit. Any person who claims to be a Resident of more than 1 Unit will be denied from entering a second car in the monthly valet service.
4. Each Resident that registers for monthly valet service must pay a registration fee and sign an affidavit that they will occupy the unit and not lease, sublease, or use the unit for short-term rentals during that time.
5. Monthly valet service is provided on a calendar month basis and fees are not pro-rated for partial months.

6. The monthly valet service only applies to the specific vehicle registered. It may not be used to valet any other vehicle, even if owned by the same Resident or Unit. If a Resident purchases or leases a new vehicle, he or she may register the new vehicle in the monthly valet program to replace the original vehicle. A Resident may only change the vehicle once within a period of 60 days.
7. Each Unit that has more than 1 vehicle enrolled in the monthly valet service will need to pay an additional fee.
8. The monthly valet fees must be paid by the 5th of each month. If the fees are not paid by the 5th of the month, the unit will be assessed a late fee and the vehicle will no longer be accepted into the garage.

8.5.2 Monthly Valet Service Registration

A vehicle must belong to an active Resident of Tower 3 in order to be registered in and remain in the monthly valet service. The Resident must provide the following pieces of information to register a vehicle:

1. Tower 3 Unit number.
2. Valid driver's license with a photo.
3. Proof of registration that shows that the car belongs to a qualified Resident of the Unit.
4. Proof of valid insurance for the vehicle being registered.
5. Pay the appropriate registration fee (as defined by the parking and valet fee schedule)
6. Pay the first month of Monthly Valet Fee (for monthly valet)

Any vehicle that cannot be proven to belong to a Resident (as defined by the HOA) will not be permitted to be registered for monthly valet service. Any person who provides fake or falsified documentation will be in violation of these rules and may be turned over to the authorities.

Once all of the requirements have been met, an HOA staff member will affix a unique tag in the vehicle. This tag may not be transferred to or used by any other person or vehicle.

8.5.3 Monthly Valet Service Termination

1. Any Unit that has a vehicle that has been enrolled in the monthly valet service and is subsequently leased, subleased, or used for short-term rentals will be terminated from the service.
2. Any Unit, person, or vehicle that has been enrolled in the monthly valet service may not re-apply for at least 30 days after the original enrollment date.
3. Any person that is terminated from the monthly valet service will not receive any refund for any registration or valet fees.
4. Any person or vehicle that is repeatedly terminated for violating the terms of the monthly valet service may be prohibited from using the service permanently.
5. Any Unit that has a vehicle terminated from monthly valet service in 30 days or less may be billed at the daily valet rate for each day that the vehicle was registered in the program, regardless of the number of days that the vehicle was physically parked in the garage.

6. A Unit that has an outstanding balance of any assessments, fines, or fees may not register or maintain any vehicles in the monthly valet service.
7. Any vehicle that remains in the garage after it has been terminated from the monthly valet program may be billed at the hourly rate until it is removed and towed from the garage at the owner's expense.

8.6 RESIDENT VOUCHERS

Residents may purchase vouchers to pay for valet services subject to availability and the maximum quantity, fees, value, and duration outlined in the HOA Fee Schedule, which is subject to amendment on an annual basis or from such other time to time in the reasonable discretion of the Board of Directors.

1. Resident Vouchers are limited per Unit and each Unit will be limited to the maximum of quantity of Resident Vouchers per year regardless of changes in ownership or lease agreements.
2. Resident Vouchers may only be purchased by a current Resident of the unit.
3. The HOA will not refund or replace any lost or stolen Resident Vouchers.

9 ELECTRIC VEHICLE CHARGING STATIONS

9.1 GENERAL

1. The purpose of these Rules is to help ensure the health, comfort, safety, and general welfare and enjoyment of all Residents of Iconbrickell in connection with use of the electric vehicle ("EV") charging stations located on the fifth floor of the Association's parking garage, which are provided by the Association as an amenity to Residents.
2. All residents who utilize the Association's EV charging stations must adhere to all laws and ordinances of the State of Florida, City of Miami, and Miami-Dade County, as well as to these Rules governing Electric Vehicle Charging Stations.
3. Use of the Association's EV charging stations is subject to and must conform to these Rules, as well as any further signage, instructions, postings, and related directives as posted from time to time at or around the EV charging stations.

9.2 TERMS OF USE FOR EV CHARGING STATIONS

1. Use of the EV charging stations is intended for Residents only, meaning that only electric vehicles that have been properly registered with the Association and provided with a valid parking decal/barcode to park in the Association's parking garage may use the EV charging stations. Residents shall not allow their Guests, visitors, or invitees to utilize the Association's EV charging stations. Residents shall also ensure that their vehicle is of the type and functionality to properly utilize the EV charging station system, and the Association does not make any representations or warranties that the EV charging stations are appropriate or suitable for use by any certain

vehicle. Residents are responsible for complying with all technical and safety requirements of the electrical systems, charging systems, batteries, and any related components for their vehicles.

2. Vehicles must be properly parked in the parking space (e.g. straight, within the lines, only in one parking space, not encroaching upon surrounding areas outside the space, not blocking any other vehicle or object, etc.) before connecting to the EV charging station. Only one vehicle may be parked in an EV charging space at one time.
3. Use of the EV charging stations and parking spots for same shall be carried out in an orderly, neat, and courteous manner, and shall not disrupt other residents, drivers, and traffic in the area. For example, and without limitation, it is not permitted to “reserve” or block an EV charging space with another vehicle, object, or physical body at any time, including while waiting for another person to bring a vehicle to the space for charging. As another example, and again without limitation, it is not permitted to hover, circle, idle, etc. in a vehicle while waiting for an EV charging station space to become available, nor is it permitted to park in a nearby regular/non-EV charging station space while waiting for an EV charging station space to become available.
4. No vehicle may be left unattended in an EV charging station parking space without being connected to the charging station. The purpose of these spaces is to allow for EV charging while parked, and not for general parking.
5. The EV charging spaces are to be used solely for charging properly registered and authorized EVs, and not as an extra parking space option in addition to a resident’s normally assigned parking space. As such, when utilizing an EV charging station, the resident’s normally assigned parking space must remain vacant.
6. Storing vehicles in the EV charging spaces is prohibited. Any vehicle found stored, unplugged, and/or otherwise unattended after the permissible EV charging period will be subject to violation and enforcement procedures by the Association, including but not limited to, booting and/or towing the vehicle (with or without further advance notice or warning) at the resident’s expense.
7. Operation of the EV charging systems are via third party service/application vendors (currently ChargePoint and City Vitae), which collect the energy and parking fees described herein. All residents desiring to utilize an EV charging station must register with the vendor(s) and comply with their requirements and terms of use. By choosing to utilize the Association’s EV charging stations, residents agree and acknowledge that the Association is not responsible and/or liable for any acts, omissions, or events relating to a resident’s registration or use of any of the vendors contracted to provide EV charging services.
8. Once EV charging is complete, the Resident will have a grace period to remove the vehicle from the EV charging station space varying in charger speed and adjusted by board at their discretion. A vehicle that occupies an EV station space for more than defined idle time, will be subject to a variable parking fee, which amount may be adjusted by the Board of Directors from time to time in its reasonable discretion. The parking fee will be automatically incurred via vendor. In addition to the foregoing, a vehicle occupying an EV station space for more than twenty-four (24) hours after charging has completed will be subject to further violation and enforcement

procedures by the Association, including but not limited to, booting and/or towing the vehicle (with or without further advance notice or warning) at the Resident's expense.

9. A Resident utilizing an EV charging station is responsible for all cost and expense associated with same, including payment of energy fees at the per kilowatt hour rate. The energy fee rate varies per charging speed and will be adjusted according to electricity rates, which amount may be adjusted by the Board of Directors from time to time in its reasonable discretion. Energy fees are collected by Vendor.
10. Residents who choose to use an EV charging station at the Association do so at their own risk and assume full responsibility for all cost and expense associated with same, including also any damage to persons or property relating to same. Any damage related to a resident's use of an EV charging station will be the responsibility of the Resident (and Unit Owner, if the Resident is not also a Unit Owner), and any costs for repair and/or replacement associated with such damage may be assessed to the Unit accordingly.
11. INDEMNIFICATION: A Resident choosing to use an EV charging station at the Association shall ensure compliance with these Rules and shall be fully responsible for, and shall bear the total expense of, any damage to persons or property resulting from or arising out of use of the Association's EV charging stations and/or any noncompliance with these Rules. **To the fullest extent under the law, a Resident who chooses to use an EV charging station at the Association (and in the case of a Tenant or other permitted occupant who chooses to use an EV charging station at the Association, both the Tenant/occupant and the Owner of the Unit where the Tenant/occupant resides) agrees to indemnify and hold harmless the Association, the condominium tower sub-associations, and all Unit/Lot Owners thereof, including their respective directors, officers, agents, employees, managers, contractors, and attorneys, of, from and against any loss, claim or liability of any kind or character whatsoever, whether to property or person, arising in connection with use of the Association's EV charging stations.**

10 BICYCLES AND SCOOTERS

All bicycles and scooters must be stored either in a Unit or in one of the HOA designated bicycle storage areas. The HOA provides designated bicycle and scooter storage areas for Residents and Employees only. The bicycle storage areas are limited in size and once the rooms have reached the maximum registration capacity, Residents or Employees may be added to a wait list on a first come first serve basis to wait for an available spot.

1. All Residents and Employees must register each bicycle or scooter with the HOA to store it in any of the designated storage areas.
2. Each Resident or Employee must pay a one-time registration fee for each bicycle or scooter stored in a designated storage area (see the HOA Fee Schedule).
3. Any bicycle or scooter that is stored in a storage area but has not been registered with the HOA is subject to be removed and discarded. The Association will not be responsible for any damage to or loss of any unregistered bicycle, scooter, parts, locks, etc. that is discarded by the HOA.

4. The storage of a bicycle or scooter in a storage area by any Resident or Employee is at such Resident or Employee's sole risk and the HOA shall have no liability and assumes no responsibility for any loss of or damages.
5. The bike and scooter storage areas are only available for Resident and Employee bicycles. Bicycles for Guests, Agents Contractors or other invitees may not be stored in a bike storage area.
6. The bicycle storage areas are for bicycles only. No scooters, trailers, carts, strollers, or other items may be stored there and may be discarded by the HOA without notice. No other tools, pumps, parts, etc. may be stored in a bike storage area.
7. There is no electric charging allowed in the bicycle or scooter storage areas. E-Bikes and scooters must be charged offsite. Any chargers found in the designated storage areas will be removed and discarded.
8. All Resident bicycles and scooters must be removed from the Properties when a Resident moves out of Iconbrickell. Any bicycle or scooter left on the Properties after a Resident has moved out is subject to be discarded by the HOA without notice.
9. All Employee bicycles and scooters must be removed from the Properties when an employee ceases to work at the Properties. Any bicycle or scooter left on the Properties after an Employee's employment has ended is subject to be discarded by the HOA without notice.
10. All bicycles and scooters must be stored in one of the bicycle racks provided in the storage areas. Bicycles and scooters may not block any walkways or doors. Bicycles and scooters may not be stored leaning against the walls, including the metal cage that encloses the storage areas.
11. The HOA recommends that all bicycles and scooters are locked to one of the bike racks provided. Bicycles and scooters may not be locked to the walls, including the metal cage that encloses the bike storage areas.
12. Residents must only use the designated resident storage areas and may not park or store their bicycles or scooters in the employee storage areas.
13. Employees must only use the employee storage areas and may not park or store their bicycles or scooters in the resident storage areas.
14. Bicycles and scooters may not be left or stored on any balcony, lanai, or in any other common areas of the Properties, including but not limited to the lobbies, arrival deck, garage, receiving area, bay walk, hallways, or seating rooms.
15. All bicycles and scooters must enter the property via the ground level. No bicycle or scooter may be brought through the lobbies.
16. Each person must dismount and walk their bicycle or scooter while in any area of the building, including the lower garage, hallways, and receiving areas.

11 COMMERCIAL UNITS

The Owners, Employees, Vendors, and Customers of the Hotel and Commercial Units/Lots are required to abide by the Governing Documents and these Rules. In addition, the following rules apply specifically to the Commercial Units on the Properties.

11.1 COMMON AREAS

1. No common area of the Properties shall be used for any purpose other than the ingress and egress of customers, employees, contractors, and deliveries.
2. No business operating out of a Commercial Unit may set up or use any tables, chairs, or other furniture in any Common Areas of the Properties, including but not limited to the Arrival Deck, Bay Walk, Pool deck unless specifically authorized by the HOA Board of Directors and permitted by the HOA's Governing Documents.
3. No items may be placed, stored or left unattended for any amount of time in any Common Areas of the Properties unless specifically approved by the HOA Board of Directors. This includes but is not limited to any furniture, umbrellas, supplies, materials, pallets, carts, garbage cans, lighting, and signage on the Arrival Deck, Bay Walk, sidewalks, hallways, stairwells, pool deck, car wash, receiving area, or any other area outside of the Commercial Lot's footprint and Limited Common Use Areas.
4. No items other than canopies or official restaurant signage may be affixed to any areas of the exterior of any portion of the building without approval by management or the Board of Directors.

11.2 LIMITED COMMON USE AREAS

1. All patios and lanais in Limited Common Use Areas must be kept clean and free of trash, supplies, tools, storage, and materials.
2. All furniture must be kept reasonably presentable and clean.
3. All floors, rugs and mats must be kept clean.
4. Planters with irrigation systems must be maintained and function properly and may not leak water out of the planter or onto the floor.
5. Guests utilizing the Limited Common Use Area on the 15th floor outside of the Hotel restaurant may not access the Pool Area unless they have checked in with the pool stand and received the appropriate wristband (or other similar ID).

11.3 RESIDENTIAL COMMON AREAS

1. The Owners, Employees, Vendors, and Guests of the Commercial Units are not permitted to enter or utilize any Common Areas of the residential towers for any purpose. This includes the lobbies, sitting rooms, hallways, package rooms, mail rooms, or other areas that belong to the tower associations.

11.4 DELIVERIES

1. All deliveries must be made through the receiving area on the ground floor.
2. All delivery personnel must check in with the receiving clerk before entering the building.
3. All deliveries must be made on non-holiday business days, Monday – Friday, and arrive between 6am – 4pm. All delivery personnel must complete their delivery and exit by 4:30. Deliveries outside of these hours need to be arranged directly with management.
4. No deliveries shall be made on the Arrival Deck, through the tower lobbies, on the Bay Walk, or on the dock.
5. All items that are delivered must be stored inside of the Commercial Unit or other designated spaces approved by the HOA Board of Directors.
6. Delivered items may not be left unattended in any Common Area of the Properties at any time.
7. Delivered items may not be placed in areas that block hallways, stairs, elevators, or other common spaces.
8. No carts, pallets, packing materials, or other items related to the delivery of supplies may be left in any Common Areas of the Properties.
9. Deliveries for commercial units must be made to the unit directly. Deliveries may not be made to the tower package rooms.

11.5 ELEVATORS

The following rules apply to the Commercial Units located in Tower 1 and Tower 2.

1. Each Commercial Unit in Tower 1 and Tower 2 may use their private elevators at any time. Each Commercial Unit must use their own private elevators to transport all supplies, materials, and equipment.
2. The residential elevators in Tower 1 and Tower 2 (including the service elevators) are not for use by Commercial Unit employees or guests for any reason.
3. The HOA elevators in Tower 1 and Tower 2 that are located near the restrooms outside of the restaurants and run between the ground floor and lobby level may be used by the Commercial Units for passengers only. No supplies, materials, or equipment may be transported using these elevators at any time.

11.6 3RD FLOOR MECHANICAL ROOMS

The commercial units in Tower 1 and Tower 2 each have spaces with mechanical rooms on the 3rd floor. The hallways, stairwells, elevator landings and mechanical rooms located on the 3rd floor above the Commercial Units may not be used as office spaces or for storage. Those spaces are reserved for mechanical equipment only. Employees and contractors should only access those areas to inspect or service mechanical equipment. Those spaces should not be used for any other purpose.

11.7 EMPLOYEES

1. All Commercial Unit employees should enter and exit through the designated Employee entrances and exits.

2. Commercial Unit Employees should never enter or walk through any of the tower lobbies, resident hallways, or other tower common areas, except in the case of an emergency.
3. All Employees must adhere to the Condominium Association rules that apply to elevators.
4. No Employees other than valet and security may not use the valet elevators to enter or exit the building.
5. Employees may not prop open any doors.
6. Employees may only smoke in the designated smoking areas. Employees may never smoke or vape in the offices, garage, car wash, stairwells, pet walks, or any other common area of the Properties.
7. Employees may not smoke marijuana or do any illegal drugs anywhere on the Properties.
8. Employees that work for the Commercial Units may only park in the designated spaces in the garage that are assigned to the Commercial Lot.
9. Employees may not use any valet service (including those operated by the Commercial Units) for parking. All valet parking for the Commercial Units is reserved for guests and patrons only.
10. Employees may not park or leave their vehicles on The Arrival Deck at any time.
11. Employees must not run or ride bicycles or scooters anywhere inside the building.

11.8 CUSTOMERS AND SPECIAL EVENTS

1. The Commercial Unit operators shall not encourage or allow any customers to use the boat dock to arrive at or leave the premises. No food deliveries or pickups shall be made on the boat dock.
2. The Commercial Unit operators shall be required to notify and provide a completed HOA event plan form (the "HOA Event Plan Form") as same is approved and modified by the Board of Directors from time to time. The HOA Event Plan Form must be submitted to management at least 72 hours in advance of any special events or holiday in which an increased volume of commercial guests are expected and will require additional valet or security.
3. The Commercial Unit operators shall not allow any customers to bring food or drinks out onto any Common Areas, including but not limited to the Arrival Deck and Bay Walk.
4. No events, happy hours, or other organized social gatherings may be held on the Common Areas, including the Bay Walk and Arrival Deck without the express written consent of the HOA Board of Directors.
5. The Commercial Unit operators are responsible to ensure that their customers do not sit in or block any paths of ingress or egress. The operators are responsible to manage any lines or crowds waiting to go into their Commercial Unit so that their customers do not block any stairs or walkways.
6. The Commercial Unit Operators are responsible to ensure that their customers abide by the HOA rules and exit the Properties within 15 minutes after closing.
7. All customers of Commercial Units that drive a motor vehicle onto the property must utilize the guest valet service. Customer vehicles that remain onsite for more than 15 minutes after closing may be subject to an additional fee.

8. Commercial Units that validate parking or valet tickets on behalf of their guests or contractors will be liable for paying all associated fees to the HOA.
9. Customers of the Hotel and Commercial Units (including the Hotel Restaurant on the 15th floor) may not bring or consume any food or beverages onto the Pool Deck. All food and beverages consumed on the Pool Deck must be purchased through the Icon Café.
10. Special events that require extra management personnel, valet, security or off-duty police officers will be hired through the HOA and billed to the Commercial Unit.
11. Special events that require additional insurance coverage require that the commercial unit provide the COI at least 72 hours in advance of the event.
12. All customer vehicles must be parked in the garage by the valet. No customer vehicles can remain on the Arrival Deck. This includes vehicles for any private security personnel here to serve the customers. If the Commercial Unit requires special circumstances to accommodate specific customers (i.e. diplomats or other officials that require secret service personnel, etc.) must contact the HOA management at least 48 hours in advance in order to make alternative arrangements.

11.9 OPERATIONS

1. The Commercial Unit operators are responsible for keeping all areas in the immediate vicinity around their Units clean. This includes picking up any trash or cleaning any messes caused by Employees, Contractors, vendors, or customers in or around the entrances/exits of the unit and around all areas where customers are exposed to the outdoors such as the Arrival Deck and Bay Walk. Each Commercial Unit operator shall inspect and clean these areas after closing to ensure that they are clean.
2. The Commercial Unit operators are responsible for keeping all grease traps clean. The grease traps should be cleaned by a qualified professional on a regular basis.
3. Ventilation systems must be turned on whenever gas is in use. The ventilation system should be turned on before the gas is turned on and remain on for a short period after the gas is turned off.
4. All trash must be properly removed daily. No trash may be left in Common Areas of the Properties and must be disposed of in the designated trash bins for the Commercial Unit.
5. No Commercial Unit may solicit any employee from the HOA to do any work or provide any services.
6. Any furniture or other items that are used for business operations but are not affixed to the building shall be removed from all areas that belong to the HOA Common Areas (excluding any areas that are explicitly defined as a Limited Common Use Area belonging to the Commercial Unit). This includes but is not limited to all signage, furniture, equipment, lighting, rugs, and decorations.
7. Commercial Unit contractors need to abide by all registration requirements, insurance requirements, parking procedures, rules, etc. that all other contractors that do that work for the HOA.

11.10 SECURITY

1. The commercial units are responsible for paying the master HOA for any additional security hired for special events or to secure the property for any reasons beyond the normal course of business and related to any special events.
2. All off-duty police officers hired to work, patrol, or monitor anywhere outside of the commercial units in the HOA areas must be hired through the master HOA. This includes any off-duty police officers who plan to stand on the bay walk, arrival deck, pool deck, or other grounds at any time, even if standing there to watch the commercial units. The commercial units will be responsible for paying the Master HOA for the off-duty police officers.
3. All off-duty police officers must park in the lower garage unless specifically directed to park somewhere else by the HOA management or HOA security. No off-duty police officer is allowed to park on the arrival deck, side walk, bay walk, or any land that belongs to the Master HOA unless directed to by the HOA management or HOA security.
4. Off-duty police officers may not keep their vehicles running or lights flashing unless directed to by the HOA management or HOA security.
5. Private or personal security personnel must abide by all rules of the association. Private or personal security personnel are not allowed to direct or influence pedestrian or vehicle traffic, or interfere with any residents or guests in any way.

11.11 NOISE AND CODE ORDINANCES

The Commercial Units must abide by all city, state, and county codes and ordinances. Any violations of codes or ordinances that impact the HOA, residents, or Common Areas of the Properties will also be considered a violation of the HOA Rules.

12 EMPLOYEES

The following rules apply to Employees of the Properties. No Owner, Resident, Guest or other person may ask an Employee to do something that would break the Employee rules.

1. Every Employee should wear the proper identification and appropriate uniform at all times.
2. Employees may never share keys, fobs, or any other access devices with any other person.
3. Employees may not grant access to any door, floor, elevator, etc. to any other person unless that is part of their job responsibilities (i.e. Front Desk staff).
4. Employees may not grant access to any unit without following the appropriate process defined by management.
5. Employees are not allowed to do any work or provide any services directly to any Resident, Owner, Guest, Agent or unit on the Properties unless that is their job function (i.e. Handyman). This includes but is not limited to any

type of in-unit maintenance, painting, cleaning, repairs, plumbing, construction, tile work, moving, etc. The designated Building Handyman is excluded.

6. Employees are not allowed to do any work or provide any services to any Commercial Unit or business operating on the Properties.
7. Employees may not leave any doors propped open.
8. Employees may not smoke or vape anywhere on the Properties except in designated smoking areas.
9. Employees may not smoke marijuana or consume any type of illegal drug anywhere on the Properties.
10. Employees should not enter any other areas of the Properties except as required for ingress and egress or by their job function.
11. Employees should not request, take, or accept any money, free gifts, free food or beverages, etc. from any Commercial Unit located on the Properties.
12. Employees may not borrow, utilize, or remove any equipment, machinery, supplies, or materials from the property for their own use.
13. Employees may not give or lend any equipment, machinery, supplies, or materials to any Commercial Unit, Owner, Resident, Agent, or other person that does not work for the HOA.
14. Employees may not eat or sleep in their vehicles in the garage or in any common areas, including hallways, stairwells, the bay walk, or other areas. Employees should eat and take breaks in the cafeteria area(s).

13 CONTRACTORS

The following rules apply to Contractors. Contractors who fail to comply with these rules may result in fines to the unit owner, or expulsion from the Properties. In addition, each Condominium Association also has its own set of rules that pertain to Contractors.

13.1 ENTRY AND ACCESS

1. Contractors are only allowed to enter to work on the Properties on non-holiday business days from Monday to Friday between 9am – 4pm unless otherwise approved by the HOA Management or HOA Board of Directors. No construction or renovation work is allowed Saturday, Sunday, or Holidays. This Rule shall not apply to any Contractor retained by the HOA.
2. Each Contractor must check in at the contractor desk located in the receiving area before entering any other area of the Properties.
3. Each Contractor must present a government issued photo ID and be issued a Contractor Day Pass before entering any other area of the Properties.
4. Each Contractor should check out at the Contractor desk when leaving the Properties.
5. All Contractors must wear proper ID at all times while on the Properties.

6. Contractors must only use the designated service elevators.
7. All tools and construction materials must be transported through the lower garage and up/down through the designated service elevators.
8. A Contractor may, at the discretion of the HOA management, be allowed to utilize the Contractor parking section of the garage but will be subject to the HOA's hourly parking rates.
9. Contractors that are allowed to park in the garage must utilize one of the designated Contractor parking spaces and display the hang tag (or similar Iconbrickell contractor parking ID) provided for their vehicle in a visible portion of the windshield. All contractor vehicles must be removed from the garage by 5pm each day.
10. Contractors are not allowed to access any of the Amenities, including the Pool Area, Spa, And Fitness Center unless they have been specifically hired by the HOA to work in one of those areas. Contractors are never allowed to use any of the Amenities.
11. No Owner or Resident may attempt to bring any Contractor into the building and bypass the required check-in procedures.

13.2 INSURANCE AND OTHER REQUIREMENTS

1. Contractors are required to meet the minimum insurance requirements of both the HOA and Condominium Associations in which they will be doing work. Each Contractor must have a minimum of:
 - General Liability - \$1,000,000
 - Auto - \$250,000 (only applicable if they bring a vehicle onsite)
 - Workman's Compensation - \$100,000, or in such minimum amount as required by law
2. Contractors must name Iconbrickell Master Association, Inc. together with the applicable Condominium Association as named insured on their certificate of general liability insurance.
3. Contractors must submit copies of their license, permits, current certificate of applicable worker's compensation to the HOA.
4. Contractors are required to follow all instructions as outlined in each Condominium Association Contractor Handbook.

13.3 GENERAL

1. Contractors are subject to the HOA Rules and Regulations and may be temporarily or permanently prohibited from entering the property at any time by the HOA management or the Board of Directors.
2. All work that pertains to a Unit, must take place in the Unit. Contractors may not use balconies, hallways, stairwells, or other Common Areas to do work that pertains to a Unit.
3. Contractors are required to cover all Common Area floors with the appropriate coverings.
4. All Contractors are responsible for the removal of all debris from the property daily. Contractors doing work for a Unit may not use the community trash chutes, trash bins, or dumpsters to dispose of debris or materials.

14 MOVES AND DELIVERIES

14.1 MOVE-INS, MOVE-OUTS, AND BULK DELIVERIES

14.1.1 Scheduling and Coordination

1. All move-ins, move-outs, and deliveries (in or out of the Properties) of any large items (furniture, appliances, construction materials, etc.) must be scheduled through the Association move and delivery coordinator in advance of entry. Appointments for all moves and deliveries must be made at least 72 hours in advance, and may often take up to 2 weeks or more to obtain an available time slot. Same day moves and deliveries are never allowed.
2. All moves and deliveries must take place during the scheduled time-period. Moves and deliveries may only occur on non-holiday weekdays, Monday through Friday between 9am – 4:00pm. Moves or deliveries at any other time, outside of the scheduled time-period, or without an appointment are strictly prohibited.
3. All requests for moves and deliveries must be CONFIRMED in writing (or email) by the delivery coordinator. Requests submitted but not confirmed do not constitute a valid delivery period and will not be honored.
4. Any person or company performing a move or delivery is required to have insurance that meets the minimum requirements of the association and name both the Iconbrickell Master Association and the respective Condominium Association on the Certificate of Insurance (COI) prior to making the move or delivery. Every person that plans to move in/out or deliver items through the receiving area by moving those items themselves (or with friends and family) needs to sign a waiver of liability with both the HOA and applicable Condominium Association.
5. Each Resident shall provide a phone number to the delivery coordinator where he or she may be reached during the time of the scheduled move or delivery.
6. A Resident or other authorized representative must be present at the Unit where the move or delivery is being made until the move or delivery is complete. Security or other association staff are not authorized to open or provide access to Units, assist in moving items, or store any items (even temporarily) associated with any move or delivery. If the unit is not open or the Resident or other authorized representative is not available at the time of the move or delivery, the items will be rejected, and the association is not responsible for any costs incurred because of the rejection. The Resident will also be responsible for making alternative arrangements for delivery which may include re-scheduling another time slot for delivery.
7. It is the responsibility of the Resident or Owner to coordinate with the person or company making the move or delivery to understand the size constraints of the elevators and make appropriate accommodations. Items too large to fit into the service elevators may not be moved into or out of the Properties without prior approval by the Board of Directors.
8. Moves or deliveries may not extend past 4:30pm. Any move or delivery that is not complete by 4:30pm must be terminated and the remaining items must be rescheduled for another day.

9. Only vehicles that have approved moves or deliveries are allowed past the gate on the driveway to the receiving area.

14.1.2 Process and Execution

1. Moves and deliveries of large items performed by an Owner, Resident, Guest, family members, etc. themselves are bound to the same rules, scheduling requirements, etc. as moves and deliveries performed by contracted professionals.
2. The HOA is not responsible for any items lost or stolen during a move or delivery.
3. All delivery personnel must check in at the receiving desk prior to entering the towers or removing any items from their delivery vehicles. Each delivery person will need to provide a photo ID and any other required documentation prior to being allowed into a building.
4. All delivery personnel must wear the proper ID badge provided by the receiving desk at all times while on the Properties.
5. All moves and deliveries must be brought through the receiving areas on the ground floor of the garage. No moves or deliveries are ever permitted to take place through the lobbies, the Arrival Deck, pet walks, garage, or any other entrance or exit to the buildings.
6. All moves and deliveries must use the service elevators to go up or down in the building.
7. Moves and deliveries may only take place if the service elevators have protective coverings on the walls and floor. If the protective coverings are not in place, the delivery person or Resident should contact the HOA or Condominium Association manager for assistance.
8. Under no circumstances should any large items be forced into or out of elevators. In addition, it is up to the person using the elevator to ensure that the weight limits that are posted in each service elevator are not exceeded. Any damage to any elevator will be the responsibility of the Resident, Owner, and delivery person.
9. A service elevator that has been reserved for a move or delivery and is in use for that purpose should not be used for any other purpose.
 - a. Elevators that have been put into service mode for exclusive use may not be used by any other person.
 - b. Owners, Residents, and Guests should not get into any service elevator that is being used to move any large items by move or delivery personnel.
10. The delivery personnel and respective Resident or Owner are responsible for any damages to Common Areas caused by the move or delivery.
11. All deliveries OR removals of construction materials must have the proper protective coatings placed on the floors prior to moving any materials.
12. No items may be stored or left in any Common Areas during or after the move or delivery.
13. No items may block any hallways, stairwells, or other paths of ingress or egress.

14. All items must be carried or transported on suitable dollies or carts. No items may be pushed or dragged on the floor.
15. All packing and moving materials must be removed from the property by the move or delivery personnel. Delivery personnel are not allowed to use any of the association trash bins or chutes to dispose of any boxes, moving, or packing materials.
16. No items used for moves or deliveries may be placed or stored on any balconies.
17. No furniture or appliances may be moved into or out of the upper levels of the garage. All furniture and appliances must be moved through the receiving areas located in the lower garage.

14.2 FOOD DELIVERIES

Residents may have food delivered to the units subject to the rules and procedures of the HOA and Condominium Associations.

1. Prepared food may be delivered 24 hours per day. Grocery, water, unprepared meals, and other similar deliveries must be made between 7am and 7pm.
2. A Resident or other authorized person must be available at the unit at the scheduled time of the delivery to receive the delivery.
3. Delivery personnel must arrive through the food delivery receiving area located in the loading bays of the lower garage (when available). If the food delivery receiving area is closed, food deliveries may be made through the tower lobbies, subject to any Condominium Association rules. Food deliveries may not go through the lobbies if the lower receiving area is open.
4. Delivery personnel must park in the designated area for food delivery personnel as directed by the security or receiving staff.
5. Delivery personnel are not permitted to park on the Arrival Deck unless the lower garage receiving area is closed.
6. Delivery personnel may only park while making the delivery. No food delivery vehicle shall remain on the property for more than 15 minutes.
7. Each food delivery person must check in at the food delivery receiving area in the lower garage and provide a photo ID and any other documentation requested before entering the towers. If the lower garage food delivery area is closed, they must check in at the front desk of the tower in which they are making the delivery.
8. Food delivery personnel may only go directly to and from the Unit. They are not allowed to go into any of the Amenities or to any floors or hallways where they are not making deliveries.
9. Food delivery personnel must only use the elevators to traverse between floors except for emergencies.
10. Each food delivery personnel is subject to the HOA Rules and Regulations and may be temporarily or permanently prohibited from entering the Properties at any time by the HOA management or the Board of Directors.

11. Residents are required to pick up any food deliveries left in front of their doors. Any food or deliveries left in the hallways is subject to be removed by the association. The association will not be responsible for the cost or loss of any item removed that has been left in the hallway.

15 AGENTS

The following rules apply to Agents. Owners who hire Agents to buy, sell, manage, rent, or do any other service related to a unit are responsible to ensure that they follow the HOA Rules.

1. Realtors and real estate agents may only show units on Monday through Friday from 9:00am to 7:00pm and on weekends and holidays from 9:00am to 5:00pm.
2. Realtor lock boxes are prohibited. If found anywhere on the Properties, they will be removed and discarded.
3. Agents are not allowed to apply for or use any HOA Resident Amenity IDs or Guest IDs.
4. Agents are not allowed to have HOA FOBs.
5. Agents are not allowed to duplicate FOBs or access cards. All FOBs and access cards must be issued through the association.
6. Agents may not leave or pick up FOBs or keys at the front desk or with management.
7. Agents may not ask the front desk or management to provide their clients with access to units or any area within the towers.
8. Agents are not allowed to utilize any Amenity on the property, including the Pool Area, Fitness Center, or Spa, except for the limited purpose of showing such Amenities to a prospective Unit purchaser or tenant in the manner provided in these Rules.
9. Agents are not allowed to attend any fitness class or utilize training sessions from the Spa or Fitness Center.
10. Any Agent who drives a motor vehicle to the Properties is required to utilize the hourly valet service for parking. An Agent may not utilize any self-parking belonging to the Unit(s) that they manage, rent monthly parking spaces, or utilize monthly valet services.
11. Each Agent must check in at the front desk of the appropriate tower each time they enter the Properties.
12. An agent may not register themselves or their co-workers as a Resident or Guest of the HOA for any Unit that they manage.
13. An Agent may not register any friend or family member as a Resident or Guest of the HOA for any Unit that they manage unless there is a legitimate rental agreement in place that includes reasonable and verifiable compensation for such Unit.
14. An Agent may not access or use any HOA Amenity or benefit, including but not limited to the Pool Area, Spa, and Fitness Center other than to show them to a prospective Owner or Tenant.
15. All Agents are subject to the HOA rules and regulations. Any Agent that violates the HOA rules is subject to have their access to all areas managed by the HOA revoked at the discretion of the HOA management. In addition, the

HOA Board of Directors may, at its discretion, temporarily or permanently ban any Agent that has broken the HOA Rules from accessing all areas, resources, and amenities managed by the HOA in the future.

16 HOUSEHOLD ANIMALS AND PETS

16.1 GENERAL

1. The purpose of these Rules is to help ensure the health, comfort, safety, and general welfare of all Residents of Iconbrickell.
2. All Residents who keep an animal(s) on the Properties must adhere to all laws and ordinances of the State of Florida (e.g., without limitation, Florida Humane Care for Animals Act), City of Miami, and Miami-Dade County (e.g., requirements for licensing, registration, immunization, etc.), as well as to these Rules. A violation of these Rules anywhere on the Properties is enforceable by the Association as provided herein and by applicable law.
3. **Animals shall not, in the reasonable judgment of the Board of Directors and/or Management, constitute or create a nuisance to others or cause damage to the Common Areas or HOA property. Continued violation of the foregoing, or violation of any of the other Rules herein, may constitute grounds for the Association to assert any and all rights and remedies to enforce compliance with same, including but not limited to, imposing fines, suspension of use rights in amenities, requiring permanent removal of the animal(s), and/or instituting legal action, in the reasonable judgment of the Board.**

16.2 WEIGHT AND TYPE OF ANIMALS

1. At the time of registration, if the pet is not fully developed, the HOA will require a letter from a veterinarian certifying that the pet's maximum weight will not exceed the weight limitations established by the HOA's Declaration at Section 7.8, as amended. If the veterinarian certification on the pet's maximum weight later turns out to be false and/or erroneous, the HOA reserves the right to enforce said weight limitations regardless of how long the animal has been on the property.
2. Dangerous Breeds, as defined in the HOA's Declaration at Section 7.8, as amended, include any full or mixed breeds which are generally not covered by insurance companies, including the following: Rottweilers, Chow Chows, Presa Canarios, Akitas, Doberman/Doberman Pinschers, Wolf-hybrids, Mastiffs, German Shepherds, Alaskan Malamutes, Staffordshire Terriers, Great Danes, Siberian Huskies, and Cane Corsos. However, as to canines with a genetic makeup containing less than twenty-five percent (25%) of one or more of the foregoing Dangerous Breeds, the Board may, but is not obligated to, consider whether to grant a variance to the Dangerous Breed prohibition under Section 7.8 of the Declaration, as amended, for a specific animal on a case-by-case basis, if the animal does not present a potential threat of danger, aggression, and/or nuisance, in the Board's sole and absolute discretion. In addition, the Board of Directors shall also have the right to conduct a case-by-case review and determination regarding whether any particular animal, regardless of breed, is considered dangerous, aggressive, and/or a

nuisance in the Board's sole and absolute discretion. In the event that the animal's breed/genetic makeup is misrepresented (whether purposefully or not) to the HOA at the time of registration and/or later becomes known to be or include a Dangerous Breed, the HOA shall have the right to require removal of the animal as in violation of the Declaration and these Rules, regardless of how long the animal has been on the property.

16.3 REGISTRATION OF ANIMALS

1. All animals must be promptly registered with the HOA per the following procedures. The failure to timely and properly register an animal in accordance with these Rules shall entitle the HOA to reject authorization and/or revoke any prior approvals for the animal to reside at Iconbrickell:
 - i. The Resident shall complete and submit the HOA's *Household Animal Registration Form*, along with a photograph of the animal(s), current vaccination reports, and a veterinarian letter attesting to the animal's maximum weight (if applicable), together with any such other information and/or documentation that the HOA may reasonably request and require. These materials shall be submitted to the condominium tower sub-association where the resident lives, which will compile the requisite information and documentation and then submit same to the HOA for review and approval.
 - ii. Along with submission of the materials referenced in above, the Resident shall remit payment to the HOA via credit card, certified check or money order for a pet fee per animal, which amount may be adjusted by the Board of Directors from time to time in its reasonable discretion (see the HOA Fee Schedule). The purposes of this pet fee include, but are not limited to, defraying the costs and expenses of registration and compliance with these Rules.
 - iii. All Residents must attend the HOA's mandatory animal orientation within seven (7) days of the Association's approval of the animal's registration. The failure to timely comply with this requirement shall entitle the HOA to revoke its prior approval of the animal's registration. Upon completion of said orientation, the Resident will be provided with the official Iconbrickell Tag. The Iconbrickell Tag must be worn by the animal at all times while outside of a Unit and on HOA property. Failure to comply with this requirement may result in the imposition of fines or other enforcement measures by the HOA, notwithstanding the animal's registration status.
 - iv. At the time of orientation, each animal must submit to having a mandatory DNA test sample taken by the HOA's Management office for purposes of the HOA's enforcement of compliance with these Rules. This applies to all animals living at the Iconbrickell Property, regardless of whether they have previously been registered with and/or are considered "grandfathered" by the HOA. At the time the DNA sample is taken, the resident shall pay via credit card, certified check, or money order the cost of the animal's DNA test (as charged by the vendor, but not expected to exceed \$100.00 per test). This subsection shall not apply to cats which carry out waste/relief activities wholly within a Unit.

2. New Residents shall register all animals at the time of application to the HOA for residence at Iconbrickell. Residents who acquire an animal while already residing at Iconbrickell shall apply to register the animal with the Association either before or promptly upon (i.e. within seven (7) days) acquisition of the animal. Residents are required to update their animal's registration with any new or different information as same becomes available, such as updated vaccination records and/or an updated photo for a fully grown animal. Failure to do so may be considered a violation of these Rules and subject to enforcement by the HOA as provided herein and by applicable law.
3. No guest, visitor, or invitee is permitted to bring or keep an animal on any portion of the HOA Property, with the exception of service animals in compliance with applicable law, and also excepting guests, patrons, and invitees patronizing a Commercial Lot and tenants of the Commercial Lots (to the extent permitted by the Owner or tenant of the applicable Commercial Lot).
4. The Association will consider and may grant reasonable accommodations to some or all of these Rules for Residents requesting and entitled to reside with an assistance animal, including service animals and emotional support animals. For further information regarding making a request for reasonable accommodation in the form of an assistance animal, please contact the HOA's Management Office.

16.4 CONDUCT OF ANIMALS ON ASSOCIATION PROPERTY

1. **Animals shall never be permitted to run or roam free on, in, or around the Properties. Whenever outside of a Unit, animals must at all times be under the custody and control of their owner or handler and must be securely restrained on a leash of not more than six (6) feet long.** Retractable leashes may not be extended more than six (6) feet while the animal is on HOA property. Animals that are caged or being carried must still be on a leash of not more than six (6) feet long.
2. Although the limitation on number of animals contained in the Declaration at Section 7.8, as amended, applies per Unit, no resident shall handle more than two (2) animals at one time while on the Iconbrickell Property (i.e. - - Owners/Residents with more than one Unit may not aggregate the number of animals within their control while on HOA property).
3. No animal may be left unattended and/or unsupervised while outside of a Unit and on the Iconbrickell Property, including but not limited to while on balconies, terraces, Common Areas, and/or amenity facilities.
4. Animals shall only be walked or taken upon those portions of the Common Areas designated by the HOA from time to time for such purposes. **Animals are not permitted in the main entrance, Lobby, Sitting Room, Mail Rooms, Billiard Room, Pool Deck, Spa, Gym, or Management Office.**
5. Animals must be taken to the ground level to enter/exit the building. The animal must be kept under control and remain on a shortly-held leash at all times while in transit outside of the Unit. This includes all hallways, elevators, stairs, garage, and pet walks. If an animal is transported in an elevator, the animal must be kept under control in a manner which prevents it from touching or disturbing other passengers and prevents any saliva or other marks on

- the elevator mirrors, doors, and stainless steel surfaces. All animals must be clean and dry before entering the building and must not drip water or leave paw prints, dirt, or mud on any floors or furnishings inside of the building.
6. All animals shall be walked to the curb for relief activities and shall be prohibited from using flowerbeds, plants, planted trees, the building itself, and the sidewalks contiguous/adjacent to the building for relief activities. Animals also may not use any indoor, covered, or paved areas including the garage, Arrival Deck, sidewalk, or Bay Walk for relief activities. Residents shall carry a means of waste disposal and cleanup while the animal is outside of their residence, and shall immediately clean up after the animal's waste or soilage, and properly dispose of same. Residents shall be ultimately responsible for any damage or soil caused by their animal, and shall ensure that their animal's waste is cleaned up and properly disposed of in the designated pet waste stations provided. Failure to do so shall be considered a violation of the Rules and may subject the resident to the imposition of fines or other enforcement measures.
 7. Should it be necessary to dispose of animal waste via the trash chute, such as kitty litter, same shall be double bagged in plastic before disposal via the trash chute. No animal waste should be disposed of via sinks, toilets, or tub and shower drains.
 8. Storm barricades and protective coverings erected for tropical storms and hurricanes may not be removed from the ground level when walking animals into/out of the building.
 9. Dog walkers, caretakers, and domestic service providers are subject to all Rules outlined herein, are not permitted to enter the Properties with unregistered animals, and may not have more than two (2) animals in their care at any given time while on the Iconbrickell Property. To the extent that a Resident utilizes a dog walking service or company for his/her animals on the Iconbrickell Property, the HOA reserves the right to request proof of the service's or company's insurance to keep in the Unit file along with the animal's registration information. Residents are responsible for the conduct of their invitees while on the Iconbrickell Property, and will be held jointly and severally liable for any violations of these Rules or damage caused by or resulting from their invitees' handling of their animal(s). Similarly, Owners are also responsible and jointly and severally liable for their Tenants', guests', and invitees' compliance with these Rules and conduct while on the Iconbrickell Property.

16.5 VIOLATIONS AND COMPLIANCE

1. **Damage to Association Property**: Residents who maintain animals on the Iconbrickell Property do so at their own risk and assume full responsibility for any damage to persons or property caused by their animal. Staining or wetting of carpeting/walls/tiles (indoor and outdoor) from urine, feces, vomit, or other damage or messes to the HOA Property shall be reported immediately to the Management or the Front Desk Staff so that it can be spot cleaned and/or otherwise handled effectively. The Resident shall be responsible for any and all damage to any portion of, on, or in the Iconbrickell property caused by their animal(s) whether from waste, urine, vomit, dirt, misbehavior, or accidents, and may be assessed the cost for repair and/or replacement thereof.

2. **Nuisance**: No animal shall be allowed to be an annoyance, nuisance, disturbance, or in any manner whatsoever offensive to others while on the Iconbrickell Property, including but not limited to continuous or repeated barking, whining, yelping, meowing, or crying, or to otherwise create a continued disturbance, or to cause damage to any of the HOA property. Whether or not an animal is considered a nuisance shall be determined in the sole discretion of the Board of Directors after review of the particular circumstances. In case of such disturbance or damage, Management or Security will attempt to contact the owner of the animal who will be given the opportunity to immediately correct the problem. If the disturbance or offending behavior continues unabated, or is frequently repeated, it shall constitute a nuisance and a violation of these Rules, which may subject the Resident to imposition of fines or suspension of use rights, and/or require the removal of the animal from the Properties upon not less than seven (7) days' written notice from the Association.
3. **INDEMNIFICATION**: A resident maintaining an animal on the Iconbrickell Property shall ensure compliance with these Rules and shall be fully responsible for, and shall bear the total expense of, any damage to persons or property resulting from or arising out of the presence and/or acts of the animal and/or any noncompliance with these Rules. **To the fullest extent under the law, an Owner who keeps or maintains an animal on the Iconbrickell Property (and in the case of a Tenant or other permitted occupant who keeps an animal on the Iconbrickell Property, both the Tenant/occupant and the Owner of the Unit where the tenant/occupant resides) agrees to indemnify and hold harmless the HOA, the condominium tower sub-associations, and all Unit/Lot Owners thereof, including their respective directors, officers, agents, employees, managers, contractors, and attorneys, of, from and against any loss, claim or liability of any kind or character whatsoever, whether to property or person, arising by reason of keeping, maintaining, and/or handling such animal in, on, or around the Iconbrickell Property.**