

VUE AT BRICKELL CONDOMINIUM

Rules & Regulations

**Effective Date: February 2020
(Amended August 19, 2024)**

I. INTRODUCTION, DEFINITIONS AND CONTACT INFORMATION

Pursuant to the authority vested in the Board of Directors of the Association pursuant to Article XXI of the Declaration, the following rules and regulations have been adopted. These amended rules and regulations are prepared in accordance with the Declaration and are intended to supersede and replace all rules and regulations previously promulgated. Nothing in these rules and regulations is intended to restrict or limit the Association's rights or increase the Association's liability beyond that set forth in the Declaration or under Florida law.

This document provides rules and regulations, guidance and clarity on matters applicable to all Unit Owners, Residents and Guests at the Vue at Brickell Condominium (the "**Condominium**"). The Association thanks you for your cooperation and for supporting the efforts made by all Vue staff to ensure that these rules are enforced.

For purposes of these Rules & Regulations, the following terms shall have the following meanings:

1. "**Association**" means Vue at Brickell Condominium Association, Inc.
2. "**Declaration**" means the Declaration of Condominium of Vue at Brickell, a Condominium (as amended or modified from time to time).
3. "**Guest**" means any guest, invitee, tenant, contractor, delivery person, patron, employee or visitor of a Resident, Unit Owner or Commercial Tenant.
4. "**Management Office**" means the office of the management company for the Association. The Management Office can be contacted at:

1250 South Miami Avenue, Miami, Florida 33130

Tel: 305-371-8005

Email: manager@vueatbrickellcondo.com

5. "**Resident**" means any person legally residing within a Unit, which may be a Tenant or Unit Owner.
6. "**Tenant**" means any person leasing, subleasing and/or renting a Unit.
7. "**Unit**" means any residential or commercial unit at the Vue at Brickell.
8. "**Unit Owner**" means the record owner of legal title to one or more condominium units at the Vue.
9. "**User**" shall mean, collectively, any Resident or Guest.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration.

II. BUILDING ACCESS

1. Keys and Fobs

a) Keys

The Management Office shall be provided working keys to each Unit. No User shall change locks to a Unit without notifying the Management Office of such change and providing the Management Office with a copy of the new keys. Changing door hardware or adding additional locks or deadbolts is prohibited.

In the event of a lockout while the Management Office is open for regular business, the Management Office may provide access to the Unit. Tenants (but not Unit Owners) will be charged \$25 for this service. In the event of a lockout while the Management Office is closed, arrangements will need to be made by the Resident with a licensed and insured locksmith to gain access to the Unit.

b) Fobs

Fobs may be purchased from/activated by the Management Office for \$50 each. One (1) fob will be issued for each registered Resident. The maximum number of fobs that may be issued to any one Unit is equal to two (2) fobs times the number of full bedrooms (*i.e.*, not including dens or converted bedrooms) of the Unit plus one (1) fob (the "**Fob Maximum**"). For example, if the Unit is a two-bedroom Unit, the maximum total number of fobs that may be issued for that Unit is five (5) fobs. For good cause shown, Unit Owners who are also full-time Residents will be entitled to receive up to the Fob Maximum, regardless of the number of registered Residents within the Unit. Unit Owners who rent or lease their Units will not be given a fob and any fobs owned by that Unit Owner will be deactivated.

All fobs issued to a Unit shall be activated to allow access to the Resident's Unit floor, 8th floor (provided that the Unit has not been placed on restricted access), designated parking space floor, and any designated storage space floors.

All Unit Owners and Residents will be held strictly liable for the misuse of their fobs by third parties. For example, if the Guest violates these Rules and Regulations while using a Unit Owner or Resident's fob, the Association may impose fines and other penalties (including, without limitation, temporary or permanent deactivation of the fob) upon the Unit Owner and/or Resident to whom the fob is registered. Lost or stolen fobs must be immediately reported to the Management Office.

All Residents and Guests must carry their fobs to enter the building. Overburdening the front desk by repeatedly failing to carry a fob may result in fines of up to \$100 per occurrence.

2. Registration

a) Residents

All Residents over the age of 18 must be registered with the Management Office and any leases or Tenants must be approved in accordance with the procedures set forth in the Declaration. No more than two (2) Residents may be registered for each bedroom of any Unit. Tenants are not permitted to register a Resident. Only Unit Owners may register a Resident.

Utilizing any Unit for transient accommodation or “homesharing” purposes (e.g., Airbnb, VRBO) is strictly prohibited and will result in immediate removal of the transient tenant as well as fines in the maximum amount permitted by Florida law.

b) Guests

Upon arrival, all Guests must sign in at the front desk and be announced to and approved by the Resident or Unit Owner prior to being granted access to the building. Condominium staff may request a valid photo ID for validation prior to allowing access. All Guests must follow these rules and regulations and the instructions of Condominium staff while on Condominium property, and the Association reserves the right to remove any non-compliant Guest(s) at any time and without notice. **In addition, all Unit Owners, Residents and Tenants will be held liable for any and all damages or violations caused or committed by their Guests.**

3. Realtor Access

a) Hours

Realtors may show units between 9:00am to 8:00pm, 7 days per week. Realtors representing the Unit Owner must accompany all potential purchasers or tenants to the Unit(s). Guests must sign in and show ID at the front desk. At the discretion of staff, a photocopy of ID may be made.

b) Open Houses

Under no circumstances are brokers or Unit Owners permitted to hold “open houses” to market units.

c) Registration of Realtors

Realtors must have an active Florida real estate license. Realtors representing the seller must be registered in advance with the Management Office by the Unit Owner in writing. As part of the registration process, a valid and signed listing agreement with the Unit Owner may be requested by the Management Office and must be provided upon request. Once designated, the realtor must register all individuals within the realty group that may be called upon to show the Unit. Please note that

Unit Owners are ultimately responsible for their realtors' actions. Realtors not on the approved list for a particular Unit will not be granted access.

d) No Solicitation

Realtors, even if they be Unit Owners, may not solicit on the premises at any time.

4. Commercial Filming, Videotaping, and Photography

All commercial filming, videotaping and photography of the Condominium must be prior approved in writing by the Board. Requests should be submitted to the Management Office. Approval procedure includes content review for appropriateness and the requirement of a liability waiver and certificate of insurance specifically naming the Association as additional insured.

5. General Public

No group tour, open house for the public, or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit.

6. Solicitors and Solicitations

No solicitors are permitted on the property unless authorized in writing by the Management Office. Flyers, pamphlets, solicitation materials, or any other items may not be placed under the Unit doors or in any common area except as authorized by the Management Office.

Residents and Unit Owners are permitted to post advertisements in the designated area in the mail room, on a first come first served basis, subject to the following conditions:

- a. Advertisements cannot be offensive or inappropriate.
- b. The size of the advertisement cannot exceed 3" x 5."
- c. Only sales of furniture items and appliances may be advertised. In addition, Unit Owners (only) may advertise for rent storage spaces, parking spaces and Units located in the building. Services may not be advertised.

III. USE OF AMENITIES AND PUBLIC AREAS

The amenities and public areas of the Condominium are for the exclusive use of Residents. **Guests using the amenities and public areas must be accompanied at all times by a Resident.**

1. Lobbies, Hallways, Elevators, and Storage Areas

a) Attire

Proper attire (shirts, shorts, footwear) is required in the lobbies, elevators, corridors, gym, stairwells, or any other indoor portion of the Condominium. Swimsuit cover-ups, robes, and flip flops are acceptable; bathing suits and bare feet are not. Persons returning from the pool in wet clothing or bathing suits must towel dry prior to entering the building.

b) Smoking

Smoking is prohibited in all indoor common areas of the Condominium, including but not limited to the lobbies, elevators, hallways, stairwells, and pool deck (except in designated smoking areas). Smoking means use as well as possession of a lighted cigarette, e-cigarette, lighted cigar, lighted pipe, or any other lighted inhalation product. Smokers must extinguish smoking material and deposit it in an appropriate receptacle prior to entering the building. Although smoking is permitted within the Units, any Resident and/or Unit Owner permitting odors or smells to emanate from their Unit into other Units or the common areas or hallways may be fined as well as charged for any costs and expenses incurred by the Association and/or adjacent Unit Owner to deodorize the affected area.

c) Use

As some of the common elements have limited capacities, Residents should not abuse privileges to the detriment of other Residents. Any Resident considered by building staff or the Association to be abusing privileges will be asked to limit their use to a more reasonable level and will be expected to courteously comply.

d) Bicycles, roller blades, etc.

Use of bicycles, tricycles, roller skates/blades, skateboards, scooters or similar equipment is prohibited in lobbies, hallways, stairwells, and pool areas. Roller skates/blades, skateboards and scooters must be removed before entering the lobby or the elevator and may not be used within the interior public areas of the Condominium.

e) Obstructions

Sidewalks, entrances, passages, lobbies, stairwells and public hallways and like portions of the common elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the property; nor shall any carts, bicycles, tricycles, scooters, surfboards, skateboards, rollerblades/skates, carriages, chairs, tables, or any other objects be stored therein, except in areas (if any) designated for such purposes.

Items found in any common areas including the parking garage, pool area, lobby, hallways, storage areas, corridor AC closets and refuse rooms will be deemed abandoned and discarded without notice.

f) Cleanliness

All common areas including hallways, passages, elevators, lobbies and stairwells must be maintained in a clean condition. Any spills, waste or garbage in the common areas must be cleaned up immediately by the person(s) responsible. Failure to do so could result in fines and cleaning costs being assessed to the Resident.

g) Behavior

Inappropriate, obnoxious, rude, aggressive or abusive behavior such as overly loud, vulgar or threatening language towards any Condominium employee or any other Resident or Guest is prohibited. Children and pets may not play in the lobbies, elevators, hallways or other interior common areas of the Condominium. Failure to comply with the above may result in prohibition of facility use by the Association, including restrictions to pool and gym access.

2. Storage Areas

Storage closets are found on each residential floor in the Building and located in the mezzanine floor. Storage closets are limited common elements appurtenant to certain Units, and may not be used without the express permission of the applicable Unit Owner. In addition to the other rules and regulations set forth herein, the following rules and regulations apply to storage areas:

- No perishable food items, hazardous materials and chemicals, flammable or explosive materials, or items that may attract pests or create a nuisance may be stored in any storage areas.
- Items may not be stored outside the designated storage areas including on top of the storage cages or above sprinklers or pipes. Items left outside designated storage areas will be considered abandoned and will be discarded without notice, and fines and costs may be levied against the person(s) responsible.
- Use of the storage is **at your own risk**. No security is provided for the storage areas and the Association shall not be responsible for any lost, stolen or damaged items.
- Storage spaces must be maintained in a clean and organized condition.

3. Pool

a) Use

The pool, pool deck, chaises, and cabanas may be used by Residents. Use by employees of Residents is prohibited, except nannies and attendants who are on duty and accompanying their employer at the time. Residents may not designate third parties to be on a "guest list" to use the amenities. No such list exists. Guests may only use the amenities in the company of a Resident, and only in the manner described further herein.

b) Risk

Persons without swimming skills must be accompanied by a person with swimming skills, regardless of age. All persons using the pools do so at their own risk. The pool area is not under lifeguard supervision.

c) Hours

Pool deck hours are 7:00am to 10:00pm, or as defined from time to time by the Association. Swimming is only permitted from 7:00am until dusk. Hours are subject to change without notice due to weather and/or other factors as determined by the Association and/or Management in its sole discretion.

d) Food and Beverage

Glass and breakable items are not permitted in the pool area. Eating in the pool is prohibited. Cooking or grilling on the pool deck is not permitted. In the event that a Resident or his or her Guest leaves trash in the pool deck, the Resident will be charged a cleaning fee and will be subject to a fine.

e) Children

- i. Children under the age of 12 may only use the pool under adult supervision, defined as a person 21 years or older.
- ii. All non-toilet trained children must wear protective waterproof swim diapers such as "Swimmies".
- iii. Running, playing ball in the pool, overly boisterous activity and shouting, are prohibited. Nannies, babysitters, or anyone else watching children, must exercise proper authority over them while at the pool. Condominium staff is authorized to direct adults to enforce proper behavior by children in their care.
- iv. Flotation devices (noodles, kickboards, and rafts), water guns, toys and other objects are not to be used in the pool, except for those being used for swim training and/or safety purposes.

f) Radios

Persons listening to any form of audible music must wear headphones at all times.

g) Parties

Parties on the pool deck, defined as planned gatherings of 10 or more people, must be pre-arranged through the Management Office. Use of the pool deck for parties and other events is controlled by the Association at its sole discretion.

h) Pets

Pets (with the exception of service animals under the handler's control) are not permitted anywhere on the pool deck. Staff is empowered to remove Residents and Guests not adhering to this policy. No animals are permitted in the pool (including service animals).

i) Fireworks

Use of fireworks is not permitted anywhere on the Condominium property.

j) Allocation of Chairs

The use of lounge chairs at the pool is on a first-come, first-served basis. Chairs may not be reserved in advance or held for future use.

k) Cellular Telephones

The use of cellular telephones at the pool is permissible. However, loud or disturbing conversations should not be conducted at the pool. Staff is authorized, when prompted by a complaint or at their discretion, to request that offending parties conclude phone use, or leave the pool area immediately to conduct the call elsewhere.

l) Use by Unit Owners with Residents

Unit Owners are not permitted use of the pools, pool decks, and/or chaises at the pools during periods when their owned Unit is occupied by a third-party Resident. The third-party Resident has assumed, with their occupancy, the use rights provided to the Unit Owner. Unit Owners wishing to use these facilities when their units are rented may only do so as Guest of a Resident.

4. Gym

Use of the gym is subject to the following gym rules:

1. Use equipment AT YOUR OWN RISK. The Association assumes no responsibility for any injury that may occur or for lost or stolen items.
2. Children under the age of 16 must be accompanied by an adult at all times.
3. The gym is FOR CURRENTLY-REGISTERED RESIDENTS ONLY. Guests may be permitted from time to time but must be accompanied by

- a Resident at all times. Residents providing unaccompanied access (i.e., key fobs) to non-residents will be fined \$100 per violation and may be subject to temporary or permanent deactivation of their fob.
- 4. Use of personal trainers is limited to Residents only. Personal trainers are prohibited from training non-residents at the gym.
- 5. Stereo equipment and loudspeakers are not permitted in the gym. Headphones must be used when listening to music.
- 6. Return weights to rack after use. Do not drop the weights.
- 7. Wipe down equipment after use.
- 8. Proper gym attire is required at all times. No sandals, boots or dress shoes are permitted.
- 9. No food or drinks besides bottled water are permitted in the gym. No pets are allowed in the gym (other than housebroken service animals and emotional support animals under the handler's control).
- 10. Horseplay, vandalism and carelessness with the equipment will NOT be tolerated. Any damages to the gym or equipment will be prosecuted to the fullest extent permitted by law.

5. Café Lounge

The café lounge on the 8th floor may be reserved for private parties (up to 6 hours long) with the Management Office on a first come first serve basis. The maximum capacity of the café lounge is 50 persons. Reservation of the café lounge must be accompanied by all of the following:

- a. Payment of a non-refundable cleaning fee of \$75,
- b. A complete guest list, and
- c. Payment of a refundable deposit in the amount of \$1,000 to be applied toward any repairs, replacements, excess cleaning costs or deodorizing costs necessitated by the acts or omissions of the Resident or their Guests.

In lieu of a deposit (item c above), Residents may provide proof of valid event insurance adding the Association as an additional insured.

The Resident hosting the party shall be liable and responsible for all acts and omissions of their Guests while on Condominium property and shall indemnify and hold harmless the Association and its employees from and against any loss, claim or liability of any kind or character whatsoever arising out of or related to the acts or omissions of the Residents and/or its Guests during the party. In addition, condominium staff and security shall have the right to stop the party and/or remove any unwanted Guests, without notice or liability to the Resident or their Guests, if such personnel determine in their

sole discretion that the Resident's Guests pose a threat to safety or property, or are acting inappropriately, rudely or disrespectfully or are engaged in illegal conduct.

IV. PARKING

1. Registration

Every Resident must register their vehicle(s) with the Management Office and obtain and display on their vehicle a parking decal for their use of the parking garage. Decals refer to registered cars only and are under no circumstances transferable. Residents with a rental or temporary vehicle must notify the Management Office of the vehicle and place a temporary parking decal on the vehicle while it is in the parking garage. **ONLY RESIDENTS MAY SELF-PARK.**

Unauthorized vehicles, vehicles without proper decals, or vehicles that are parked in an unauthorized area are subject to fines, booting, stickering and/or towing without notice and at the owner's expense and risk of damage. THE ASSOCIATION WILL NOT TOW VEHICLES (INCLUDING ILLEGAL PARKED VEHICLES) FROM INDIVIDUAL RESIDENTS' PARKING SPACES. THE RESIDENTS MUST ARRANGE TO HAVE SUCH VEHICLES TOWED. Signs displaying the names and telephone numbers of tow truck companies may be posted in the parking garage.

2. Valet Parking

Valet Parking is available for Residents and Guests for a fee, on a first come first serve basis, and is provided solely by a third-party company (the "Valet Company"). The Valet Company is an independent contractor and is not affiliated with the Association.

3. Short Term Parking

Residents and Guests are permitted to park their cars on the ramp, on a space available basis, for up to 15 minutes at no charge. Keys to the vehicle must be left with the Valet Company if the vehicle will be left unattended. After 15 minutes, the Valet Company will valet park the vehicle and normal valet parking rates will apply.

4. Contractor Parking

Licensed contractors providing service to Units are permitted to park their cars on the ramp, on a space available basis, for up to 45 minutes at no charge. Keys to the vehicle must be left with the Valet Company if the vehicle will be left unattended. After 45 minutes, the Valet Company will valet park the vehicle and normal valet parking rates will apply.

5. Disclaimer

Use of the parking garage and the valet services is AT YOUR OWN RISK. By using the parking garage and/or valet services, you hereby acknowledge and agree that (i) the Association has no duty to patrol or post security in the parking lot, (ii) it is your obligation to properly secure any items left in your vehicle, (iii) the Association shall not be responsible for damage or loss to any items left in your vehicle, (iv) the Association shall not assume any liability for theft, collision, fire, or damage of any kind except when directly attributable to the Association's own gross negligence or willful misconduct, (v) the Association shall not assume any liability for damage or injuries resulting from any mechanical, structural or electrical failure of the vehicle, or from your acts or omissions, and (vi) in no event shall the Association be liable for consequential damages or for loss of use of a vehicle.

6. Speeding

All Residents and Guests must obey posted speed limits. Fines will be issued for speeding and/or other reckless behavior.

7. Motorcycles/Scooters

Motorcycles and scooters must be parked in designated parking areas within the parking garage. These vehicles must be registered. Motorcycles and scooters are considered the same as cars and subject to the same rules.

8. Driveways

Parking is not permitted in the driveways or in the fire lane. NO PARKING OVER THE LINES.

Vehicles parked in the driveway or over the lines are subject to fines, booting, stickering and/or towing without notice and at the owner's expense and risk of damage.

9. Other Parking Rules/Restrictions

No trucks or vans exceeding 7,500 pounds, no campers, mobile homes, motor homes, boats, "jet skis" or similar items, or trailers of any other kind shall be permitted to be parked or stored at any place in the parking garage or any other portion of the Condominium. This prohibition shall not apply to the temporary parking of trucks and other commercial vehicles for pick-up, delivery and other commercial services in the loading areas or on the ramp.

No repair or washing of vehicles shall be made on Condominium property except as expressly authorized by the Management Office.

Vehicles known to be leaking fluids or emitting fumes will not be allowed in the garage.

Excessive noise, radio playing, revving of engines, honking and slamming of doors is prohibited in the driveways.

No flammable, explosive or hazardous materials or chemicals may be brought into the parking garage.

10. No Storage in the Parking Garage

No items other than authorized motor vehicles may be stored on an assigned parking space, including but not limited to construction materials, bicycles, surfboards, baby seats, etc.

11. Handicapped Parking

Handicapped parking spaces are available on a first come first serve basis and may only be used by vehicles displaying proper handicapped decals. Handicapped parking spaces are intended to be transient parking spaces and may be used only by the person who is legally allowed to use the handicap permit. Residents who are found to be abusing handicapped parking privileges (for example, utilizing a borrowed handicapped permit and/or storing their vehicles in handicapped spaces for extended periods) may be subject to fines, penalties, and/or have their parking privileges revoked or suspended.

V. MOVING, DELIVERIES, PACKAGES

1. Definitions

As used in this Article, the following terms shall have the following meanings:

A “large item” is defined as an item over 4 ft. in size that cannot be moved by one individual alone (even with the assistance of a cart or dolly).

A “delivery” is defined as the moving of one or two large items to or from a Unit by a non-Resident and/or third party that requires no more than 2 elevator trips within a 24-hour period.

A “move” is defined as the moving of one or more large items to or from a Unit that requires 3 or more elevator trips within a 24-hour period. The term “move” includes self-moves and moves performed by third parties including movers.

2. Large Items Must Pass Through Service Areas

All large items must go through the service corridor and service elevator. Absolutely no large item may pass through the lobby or regular elevators.

The size of the service elevator cab door is 41.5” wide by 84” high. The service elevator cab’s ceiling height is 107”, depth is 66”, and the width is 80”. Special arrangements must be made with the management office to move any large items that do not fit in the elevators.

Due to the limited elevator capacity, use of the service elevator is accommodated on a first come first serve basis and is subject to availability.

3. Advance Scheduling of Moves

All deliveries and moves must be scheduled and cleared with the Management Office in advance. **Due to the limited elevator capacity, use of the service elevator is accommodated on a first come first serve basis and is subject to availability.** If there is any change to your scheduled move time, you must notify the Management Office immediately so that alternative arrangements can be made and so that the service elevator may be used by other Residents. Failure to notify the Management Office of any changes and/or unnecessarily tying up the service elevator may result in fines or penalties.

4. Fees and Deposits

Prior to any move, the Resident must submit to the Association with either: (i) a refundable deposit in the amount of \$1,000 to be applied toward any damages caused by the move or delivery or (ii) a valid insurance certificate from the moving company in such amounts as may be reasonably requested by the Association naming the Association as additional insured.

In addition, Tenants may be charged a non-refundable fee for moves to, among other things, compensate the Association for incremental costs and expenses associated with overseeing the move and ensuring that no damages are made to the Condominium property. The amount of the fee (if any) will be determined by the Association and/or the Management Office from time to time.

5. Hours

Move times are 9:00am to 5:00pm, Monday through Friday. No moves or deliveries by third party companies may occur on weekends or holidays. No exceptions will be made except in cases of emergencies. An "emergency" is a situation which, at Management's discretion, may involve an imminent and serious threat to life safety or property if not resolved immediately.

6. Use of Luggage/Shopping Carts and Dollies

Luggage carts, shopping carts and/or dollies are available for use by Residents on a first come first serve basis. Residents utilizing a luggage cart must leave a valid photo ID with the front desk and are responsible for securing the luggage cart after use. **Do not overload the carts. You will be held responsible for any damage to or loss of the cart after your use. It is your responsibility to notify the front desk of any damage to the carts before you check out the cart to ensure that you are not charged for any damages you did not cause.**

7. Damages

Each Unit Owner and Resident shall be liable for all damages to the Condominium property caused through their actions, or the actions of their Tenants and/or Guests. This includes, without limitation, damages caused by any deliveries or moves.

8. Packages

All Residents are expected to be in their Unit to receive packages. For the convenience of Residents, and at the discretion of the Association, the front desk and/or package receiving office may receive packages on behalf of a Resident, and/or package lockers may be provided by the Association. Use of these services/lockers is subject to the following terms and conditions:

- a) The front desk and/or receiving office will not receive large packages over 4 feet x 2 feet in size or over 30 lbs in weight. Also, lockers will not fit large packages. Residents should ensure that someone is home to receive delivery of these packages.
- b) Residents may pick up packages only during posted hours, as determined by the Management Office from time to time.
- c) No more than 4 packages per day may be received for any one Unit (whether by the front desk, receiving office, or lockers). Residents

expecting large numbers of packages should ensure that someone is home to receive delivery of these packages.

- d) Packages will not be received for non-Residents (whether by the front desk, receiving office, or lockers). Residents expecting packages for non-Residents must ensure that someone is home to receive delivery of these packages. Exceptions to this rule may be made at the discretion of the Management Office for good cause shown.
- e) All packages must be picked up within three (3) days of delivery (the "Pick Up Period"). The Pickup Period is shortened to two (2) days during Amazon Prime week, the week immediately following Amazon Prime week, the entire month of November, and the entire month of December. Residents leaving packages at the front desk, receiving office, and/or in the lockers longer than the Pickup Period may, at the Association's option and without further notice, be charged \$2/day per package for storage costs. The Association shall have the option, in addition to or in lieu of the foregoing monetary charge, and without further notice to the applicable resident, to remove packages that have been left in lockers longer than the Pickup Period and place them in a storage room that is open and accessible to all residents. The Association shall not be responsible for lost or stolen packages placed in the storage room.

Packages left at the front desk, receiving office, the lockers and/or in storage longer than thirty (30) days will be deemed abandoned and may, at the Association's option and without any liability to the resident, be discarded or returned to sender.

Residents expecting to be away from their Unit for extended periods should notify the Management Office of their travel plans in advance so that proper arrangements may be made to avoid fees and penalties.

- f) Use of the lockers, front desk and/or receiving office is AT YOUR OWN RISK. The Association assumes no responsibility for any lost or stolen items.

VI. CONSTRUCTION, ALTERATIONS AND REPAIRS

1. Paperwork and Submissions

The following items must be submitted to the Management Office for review and approval prior to commencement of any construction or alterations:

- a) Unit Access Authorization form signed by the Unit Owner(s).
- b) Contractor's License
- c) Certificate of general liability insurance (in an amount not less than \$1,000,000 per occurrence) and Worker's Compensation Insurance. The general liability insurance certificate must name the Association as an additional insured and provide for a minimum of 30 days notice of cancellation.
- d) Management Office contractor's package
- e) Sound proofing sample (if work is being done to the floors)
- f) Plans and specifications of the work to be performed.
- g) All City permits necessary to perform the work.
- h) Schedule of deliveries of materials.
- i) A security deposit in such amounts as are requested by the Management Office from time to time (currently \$1,500). Any unused portion of the security deposit will be refunded at the completion of the work.
- j) Anticipated commencement and completion dates.
- k) If necessary, an engineering report confirming reviews of structural and/or load capacity.
- l) List of all contractors, sub-contractors and other personnel and their contact information.
- m) Release, indemnification and hold harmless agreement, duly signed by the Unit Owner(s), agreeing to hold the Association harmless from any and all acts and omissions in connection with the work performed.
- n) Such other documentation as is requested by the Management Office in its sole discretion in connection with the work to be performed.

2. Contractor Site Access, Parking and Hours

Contractors are permitted to work Monday through Friday 9:00 a.m. to 5:00 p.m. **No exceptions will be made except in cases of emergency. An "emergency" is a situation which, at Management's discretion, may involve an imminent and serious threat to life safety or property if not resolved immediately such as an urgent plumbing issue that may cause a leak, electrical malfunction, A/C breakdown, or utility outage.**

Delivery of all construction materials must be scheduled ahead of time and delivered in accordance with the Moving and Deliveries rules and regulations above. Luggage carts may not be used to transport any construction materials or debris. Contractors must provide their own hand trucks or dollies.

All contractors must check in on a daily basis with the Management Office.

Licensed contractors providing service to Units are permitted to park their cars on the ramp, on a space available basis, for up to 45 minutes at no charge. Keys to the vehicle must be left with the Valet Company if the vehicle will be left unattended. After 45 minutes, the Valet Company will valet park the vehicle and normal valet parking rates will apply.

3. Sound Control Requirements

All hard-surfaced flooring must be installed over sound control material rated at a MINIMUM OF 55 IIC AND 55 STC. A material specification sheet AND laboratory sound test results must accompany all requests for installation. During the installation of flooring, it is imperative that contractors do not undercut doors to the unit beyond the recommended door limits. Any weather-stripping removed at the time of cutting MUST be replaced. The Unit Owner will be responsible for replacing any doors that do not meet local governmental requirements after the installation of flooring

4. Removal of Debris

Contractors must remove all debris from the Condominium on a daily basis and must keep all common areas (including corridors and landings) in clean condition. No disposal of any construction debris within the Condominium will be allowed. Any contractors found dumping or leaving debris in common areas may be denied future access to the building and any deposits will be forfeited.

DUMPING DEBRIS DOWN PLUMBING LINES IS PROHIBITED AND ANY DAMAGE CAUSED BY SUCH ACTION WILL RESULT IN A CHARGE TO THE UNIT OWNER. Most high-rises experience extensive plumbing pipe damage caused by grout, drywall mud, paint products, wallpaper glue and dirt that is disposed of improperly by construction workers. The offending contractor will be denied future access to the building and any deposits will be forfeited.

5. Protection of Association Property

Contractors are responsible for protecting the walls, ceilings, doors, floors and other common areas from damage. Please use extreme caution in transporting materials and equipment and remember that any damage to the common areas will be charged to the Unit Owner. The Management Office, in its discretion, may require contractors to utilize hard floor coverings to protect corridors and landings.

6. Storage of Materials

All materials and equipment used for unit improvements MUST be stored within the unit. No items may be stored or left for any amount of time in elevator lobbies, balconies, garage levels, etc.

7. Restroom Facilities

Contractors may use the restrooms located in the Units in which they are working with permission from the Unit Owner. Use of the building's common area restrooms is prohibited.

8. Water Shutdowns

Any improvement requiring the shutdown of building water supply lines (fire or other) requires permitting from the City of Miami. The Unit Owner and/or contractor must advise the Management Office 48 hours in advance to schedule work.

9. A/C Units

In the event air conditioning units are running during modification work, air filters should be changed regularly. Accumulation of debris can damage coils and misuse can jeopardize the equipment warranty.

10. Balcony Flooring Requirements

Strict attention must be adhered to in maintaining pitch and drainage. Sliding door track weep holes are not to be blocked or closed, thereby preventing drainage. Tile cutting is not allowed on the balcony or any common area. Cutting is to be done inside the Unit only.

11. Draperies, shades, tints and other window coverings

Draperies, shades and other window coverings (or lining thereof) must be white or off-white in color (exterior view) pursuant to the Declaration of Condominium. Window tints are not permitted if visible from outside the building.

12. Fire Safety System

Only those contractors authorized to perform fire sprinkler work may perform shutdown/relocation of fire sprinklers. Prior approval must be obtained from the Association and arrangements made through the Management Office for the water shut down scheduling. This also includes installation of built-in units necessitating sprinkler head alterations. A permit from the City of Miami must be obtained prior to commencement of work.

13. Smoke Detectors

During the installation of flooring, drywall alterations, and similar work, smoke detectors can be falsely activated and damaged by dust. Special care must be taken to protect these devices during the work. Temporary cover caps **MUST BE USED**. "False alarms" due to contractor negligence are subject to fining by the City of Miami and the Association.

The auditory speakers are part of the fire safety system and must not be removed for painting or general aesthetic appearances by any contractor or Unit Owner.

Arrangements can be made to disconnect and reconnect these devices without damage to the Unit.

The fire sprinklers may not be painted. Please note that over-spray may cause damage to sensors and necessitate the replacement of the sprinkler at the Unit Owner's expense.

Contractors tampering with the safety systems in the building are subject to back charges for damages, and Unit Owners will be financially responsible for any necessary repairs. Any false alarms caused by contractors will be addressed and the system reset by the Fire-Rescue Department with no exceptions. Any and all charges that may be related to this negligence will be handled accordingly in addition to the Association's ability to fine the Unit Owner (\$100.00 fine).

Unit Owners are responsible to ensure that all smoke detectors within their Unit are installed and functional in accordance with all fire safety laws.

14. Concrete Core Drilling

Concrete cored drilling is not permitted, due to the presence of post-tension cables.

15. Working within Common Areas

This includes cutting of moldings, carpeting, etc. and work on balconies (excluding the installation of flooring in the balcony areas, but not cutting of tile, which must be done inside the unit).

16. Safety

Contractors shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all employees performing any of the customization work and all other persons who may be affected. Contractor shall exercise the utmost care in the usage of flammable or other hazardous materials or equipment used in the performance of the work.

Please remember that any lack of cooperation will only serve to delay the completion of the improvements being performed. It is the Association's intent to facilitate the process of improvements while minimizing the inconvenience to other Residents and work in progress.

17. Hurricane Shutter Specifications

As with all modifications to the Unit, the Association must pre-approve any hurricane shutter installation prior to commencement of work.

The Condominium has high impact windows specifically designed in accordance with State regulations regarding resistance to the hurricane-force winds. Hurricane shutters cannot be installed on the exterior or interior of the building.

Penetration of the window frames is also prohibited. Any holes drilled into the frame of a window or sliding door will cause the integrity of that window or sliding door to be compromised.

The Unit Owner will be held responsible for any damages that may occur from the improper examination and/or resulting penetration of the slab

VII. OTHER UNIT OWNER AND RESIDENT RESPONSIBILITIES

1. Guests and Tenants

Unit Owners are responsible for their Guests' and Tenants' adherence to the Rules and Regulations. **Unit Owners and Residents shall be both jointly and severally liable and responsible for the actions and conduct of their Tenants and Guests.**

2. Children

Children are the sole responsibility of their parents or legal guardians. Their full supervision while within the Condominium is required, including compliance with all Rules and Regulations. Loud noises and boisterous play in the common areas will not be tolerated. **Adults are advised to always actively supervise, or restrict, the activities of children on the building's exterior balconies and terraces.** Children under sixteen (16) must be accompanied by a responsible adult when entering and/or utilizing the allowed recreational facilities. Please refer to the pool and gym sections for age restrictions for certain areas of these facilities.

3. Pets

As used in this Section, the term "animal" shall include service animals, and the term "pet" shall include emotional support animals but shall not include service animals.

Residents are permitted to keep up to two (2) pets per Unit totalling no more than 50 lbs. in weight. Domestic dogs, cats, birds, and fish are the only pets permitted at the Condominium, and the right to maintaining any animals is based on their proper care, supervision, and ability to peacefully co-exist with their human and animal neighbors.

The following rules shall apply to all animals, including pets and service animals:

- a) All animals must be registered with the Management Office.
- b) No aggressive animals may be kept on the property at any time. Residents must control animals at all times while in the common areas or on the property.

- c) Animals shall not be permitted outside of their owner's unit unless attended by an adult and on a leash not more than six (6) feet long.
- d) No animals are permitted in the pool.
- e) Fish or caged domestic (household-type) birds may be kept inside the Units, subject to the provisions of the Declaration.
- f) Residents shall pick up all solid wastes from their animals and dispose of same appropriately.
- g) No animals with communicable or dangerous diseases shall be kept under any circumstances in a Unit, or permitted upon the property.
- h) Any Resident maintaining an animal on the property shall be responsible for, and shall bear expenses of, any and all damages to the property resulting from any animal. Damages and fines shall be assessed and collected by the Management Office.
- i) Animals may not be on balconies or terraced areas unless accompanied by a responsible adult and may not be left unaccompanied at any time. Barking animals must be placed inside immediately.
- j) Animal owners must present a valid rabies inoculation certificate to the Management Office upon request.
- k) If an animal has an accident inside the building, it is the attending party's responsibility to report it and assist in seeing that it is cleaned up. Contact the front desk and they can arrange staff to assist. Damages and fines shall be assessed and collected by the Management Office.
- l) While animals are traveling in the elevators, owners should be mindful of other passengers, as people may be allergic or afraid of animals. Residents must carry animals on their person or, if not possible, animals must be closely leashed such that they cannot touch another elevator passenger.
- m) The Condominium proscribes to, and evaluates animals based on the Florida Animal Nuisance Law which defines "excessive noise" by any animal as "continuous or incessant for a period of ten minutes or intermittently for one-half hour to the disturbance of any person at any time of the day or night."

The following rules shall apply to all pets (including emotional support animals) but shall not apply to service animals:

- a) All Tenants must pay the applicable pet registration fee to the Association. The pet registration fee is currently \$250 for each pet, subject to change. Registration fees may be waived when a registered pet has passed and the owner wishes to register a new pet.

- b) No pets are allowed to be walked or taken on or in any recreational facilities, including the pool deck or gym.
- c) Illegal breeds of animals shall not be permitted as pets in the Unit or upon the property.
- d) All pets must wear identification tags at all times. Animal owners must present a valid rabies inoculation certificate to the Management Office upon request.
- e) Pets must be transported only in the service elevator and service corridors, as designated by Management from time to time.

Any animal (including service and emotional support animals) violating the above-referenced rules may be removed by the Association. Pets that are removed and readmitted (at the discretion of Management) may be assessed a renewed registration fee of \$250.

4. Garbage, Trash and Recycling

- a) Placing of household trash outside of a Unit and into the corridors is strictly prohibited. Deposit regular trash in trash chutes and use fully tied plastic bags.
- b) Residents are required to sort trash and discard same in accordance with the Condominium's recycling rules.
- c) Larger items of trash that do not fit in the trash chute must be placed in the dumpsters. Special arrangements must be made to remove any items that are too big to fit in the dumpsters.
- d) Disposal of large items such as furniture, Christmas trees and appliances must be arranged through the Management Office and/or in accordance with the Management Office's written directives. Failure to follow Management Office directives will result in fines.
- e) No flammable or hazardous materials, needles, lighted cigarettes, cigars, etc., may be thrown down the chutes individually or bundled with other items.
- f) All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
- g) All boxes and delivery materials must be flattened and stacked next to the recycling containers.
- h) All garbage must be placed in the designated storage receptacles.

Violators of these policies will be fined and will be responsible for any damages caused.

5. Hurricane Season Preparation

Residents and Unit Owners absent at any time during hurricane season (June 1 through November 30) must remove all items from balconies, including, furniture, plants, etc., prior to departure. The Management Office, and those at its direction, may enter any Unit with or without permission and without liability for any damages caused, once a tropical storm or hurricane watch has been issued, to ensure that proper storage preparations have been made for a hurricane. In addition, where balconies are cleared on behalf of absent Unit Owners or Residents, the Unit Owner or Resident may be charged a hurricane preparation fee.

6. Noise

No Resident shall make or permit any disturbing noises by himself or his family, staff, employees, pets, agents, visitors, or licensees, nor permit any conduct by such persons or pets that will interfere with the reasonably expected rights, comforts, or conveniences of other Residents. No Residents shall play or permit to be played any musical instrument, nor operate or permit to be operated a stereo, television, radio, or sound amplifier in his unit in such a manner as to disturb or annoy other Residents. No Resident shall conduct, nor permit to be conducted, vocal or instrumental instruction which disturbs other Residents. Music may not be played on the balconies at a level that disturbs other Residents.

7. Water, Moisture Intrusion, and/or Mold

If water or moisture intrusion into a Unit is evident, or there is mold or mildew present, Residents are required to:

- a) Provide written notice to the Management Office immediately upon detection.
- b) Accept responsibility to mitigate their damage but agree to refrain from applying any chemical agents to treat any mold or mildew discovered within the Unit without the prior consent of the Management Office. The Management Office can give guidance in this regard.
- c) Once the Management Office has been placed on notice as set forth in this paragraph, the Unit Owner and/or Resident agrees to cooperate with the Management Office in its efforts to investigate, inspect and correct the water/moisture intrusion as well as the Management Office's investigation, inspection, and remediation of any mold or mold-related problems which may occur. The Management Office is permitted to do what it takes to remediate the water damage as soon as possible.
- d) When bringing items into their unit, the Unit Owner and/or Resident agrees to check the items for signs of mold as there is the possibility that

potted plants, furnishings, or stored clothing, bedding material, and household goods may already contain mold.

8. Staff Entry Upon Emergencies

Condominium staff shall be permitted to enter any Unit in the event of an emergency, with or without notice to the Resident or Unit Owner. Residents and Unit Owners understand and agree that the Association is not responsible for any damages or losses (including, without limitation, holes that must be made) caused by Condominium staff during such entry or made in an attempt to resolve the emergency, unless such damages or losses are caused by the gross negligence or willful misconduct of the Condominium staff, or unless the Condominium is expressly responsible for such damages or losses pursuant to the Declaration or Florida law.

9. Leaks

Residents must immediately notify Management of any leaks observed in their Unit. In addition, in the event that the Association distributes leak detectors to Residents, the leak detectors must be placed where indicated by Management and maintained by the Resident in good working condition. Failure to do so could result in fines and payment of repair costs and expenses.

10. Pests

All Residents and Unit Owners must ensure proper pest control within their Units at their sole cost and expense. All Residents and Unit Owners shall permit employees of pest control companies employed by the Association, at regularly scheduled times, to enter their unit to perform pest control services.

11. Safety/Other

- a) No flammable, combustible or explosive fluids, chemicals, or substances shall be kept in any Unit or on Condominium property.
- b) Fire doors must be kept closed at all times. Fire apparatus on the condominium property is for emergency use only in case of fire and not to be used for any other purpose.
- c) No Unit Owner or Resident may tamper with, disable, cover, or deactivate any smoke alarm, sprinkler head or speaker alarm. Life Safety devices in units and common areas are part of an integrated system, controlled by monitoring equipment, located in the lobbies. Should tampering occur the Unit Owner and Resident will be held responsible for all charges that occur to correct any damage or to reconnect and test an altered device.
- d) No hunting or use of firearms or BB guns shall be permitted anywhere within the common areas of the Condominium.

- e) Fireworks, sparklers, and the like are strictly prohibited anywhere on the Condominium property.

12. Condominium Employees

- a) Employees, including subcontracted employees, are not to be sent out by Unit Owners or Residents for personal errands.
- b) Because all Condominium employees are prohibited from engaging in real estate transactions, residents should not request such assistance or special information from employees.

13. Exterior Uniformity – Windows, Building Exterior, Satellite Dishes, Etc.

a) Alterations

No Unit Owner or Resident shall make any alteration to the building exterior, interior, common or limited common areas without prior written consent of the Association.

b) Window Coverings

The appearance of the Condominium's windows is to be uniform. As such, all windows are to be covered with solid-colored treatments. Patterned window treatments require a solid-colored lining on the exterior-facing side. Window treatments are to be of customary and finished materials. No sheets, aluminium foil or other reflective materials, newspaper, or similar items are allowed unless approved, in advance, by the Association in writing. No unsightly materials may be placed on any window or glass door or be visible through windows or doors. Specialty lighting should not be visible from the outside.

c) Window Cleaning

Washing the reachable portions of the windows is the responsibility of the Unit Owner and/or Resident and must be cleaned periodically so as not to detract from the overall appearance of the building. Inaccessible windows and all exterior glass are cleaned by the Association's subcontractors with a frequency determined by the Association.

d) Satellite Dishes

Installation or use of individual satellite dishes or radio antennas on appurtenant terraces or balconies for the reception of television or radio signals is prohibited.

e) Displays, signs, awnings

No Unit Owner or Resident shall affix or attach, hang, display or place anything on the exterior walls, doors, balconies or windows of the building. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the common areas, except

signs used or approved by the Association. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building, without the prior written consent of the Association.

There shall be no "for sale" or "for rent" signs exhibited, displayed or visible from the interior or exterior of the Condominium.

f) Flags

Residents may display, in a respectful way one portable, removable United States flag, on the following days only: Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day.

14. Balconies, Terraces, Windows

- a) No articles other than patio-type furniture shall be placed on the balconies or terraces. No fencing shall be installed. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles shall be shaken or hung from any of the windows, doors, balconies, terraces, or other portions of the Condominium. Nothing may be screwed or bolted into the balcony ceilings or floors. The building's Post Tension system can be severely damaged by doing so, and may expose rebar to rust and corrosion. Should any Unit Owner or Resident be found to have created such damage, they will be held directly responsible for all repair costs and damages. No stereo speakers, ceiling fans, electrical outlets, and light fixtures or hose bibs may be installed on balconies, patios or terraces. No penetrations to the building's exterior are permitted for any purpose without prior written approval of the Association.
- b) No Unit Owner or Resident shall permit anything to fall from a window, door, balcony or terrace, nor sweep or throw from the Unit any dirt, liquid, or other substance onto any of the balconies or elsewhere on the property.
- c) Cigarettes, cigars and similar items may NEVER be tapped or tossed over a balcony edge. Serious harm can occur to people and property.
- d) No wall or window air conditioning units may be installed.
- e) Balconies and terraces may not be used as storage areas.
- f) The hosing of balconies and excessive wet mopping is prohibited. Screens shall not be hosed or washed on the balconies. Any Unit Owner, Resident or Guest hosing a terrace, or using enough water so that it drips onto the terrace(s) below, will be required to clean up the affected terrace(s) at their own expense.
- g) No barbecue pits, grills, and/or open fires are permitted on the balconies or terraces. Propane tanks are not permitted.

- h) Waterproof containers must be placed under all flower pots on balconies and terraces.
- i) All loose or movable objects shall be removed from the balconies and terraces upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind velocity.

VIII. LEASES AND SALES

Leasing and sale of Units at the Condominium is subject to the following rules and regulations:

1. Application Procedure

Each person listed on the sale contract or lease agreement that is over the age of 18 must complete an application, provide all requested documentation, and undergo a background and credit check. Applications must be submitted **at least 8 days prior** to the effective date of the sale contract or lease agreement.

Applications are completed electronically. Please contact the Management Office for instructions on how to access the electronic application system.

The cost of each application is \$100.

As a result of the high number of sales/lease applications received monthly, one point of contact must be provided for the sale/lease and only that person may inquire on the status of an application.

Final, fully executed copies of the sales contract or lease agreement (3 months minimum term) must be submitted to the Management Office. In addition, any approved Unit Owners and/or Tenants may be required to attend an orientation.

2. Lease Security Deposit

In addition to the application fee, prior to approval of any lease agreement, a security deposit ("Security Deposit") in the amount of one month's rent (as per the lease agreement) must be delivered to the Association by the Unit Owner. The Security Deposit shall be held by the Association as security for the performance by the Tenant(s) of all the provisions of the Declaration and/or these Rules & Regulations. The Association may use, apply or retain all or any portion of the Security Deposit for the payment of any losses, expenses, damages or fines owed by the Tenant. If the Association so uses or applies all or any portion of the Security Deposit, then within ten (10) days after demand therefor, the Unit Owner shall restore the Security Deposit to the full amount thereof, and the Unit Owner's failure to do so shall be a material breach of these Rules & Regulations. The Association may, but shall not be required to, keep the Security Deposit separate from its

general accounts. No trust relationship is created herein between the Association and the Unit Owner with respect to the Security Deposit.

The Association and Management Office may, in addition to or in lieu of a Security Deposit, require all residential Unit Tenants to maintain liability insurance adding the Association as an additional insured.

3. Commercial Tenant Insurance

All Tenants of a Commercial Unit must at all times carry general liability insurance in the minimum amount of \$1,000,000 per occurrence and the policy must name the Association as an additional insured. In addition, all Tenants of a Commercial Unit must carry Worker's Compensation insurance.

4. Restricted Access

If a Unit Owner has been placed on restricted access due to failure to pay HOA fees, or a violation of the Declaration or these Rules & Regulations, the Tenant leasing the Unit (and any of his or her Guests) will also be placed on restricted access.

IX. ENFORCEMENT OF AND CHANGES TO RULES & REGULATIONS

1. Enforcement

These Rules & Regulations have been approved on behalf of the Association. To the maximum extent allowed by law, this authority supersedes the statutory authority given to condominium associations to enforce rules as provided in the Florida Statutes, section 718. Should a Resident or his/her Guest violate the Rules & Regulations as stated herein, or within the Declaration, the Association may impose any penalty it deems appropriate in its sole discretion which may include suspending or revoking the rights of the Resident to use the facilities and amenities of the Condominium. However, at no time may a Resident be denied access to their unit or easement rights over the common area afforded them to directly access their unit.

2. Rule Changes

The Association and Board of Directors reserves the right, without notice, to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the Condominium, its Unit Owners and its Residents, to promote cleanliness and good order of the property and to assure the comfort and convenience of its Unit Owners and Residents.

ACKNOWLEDGEMENT & AGREEMENT TO ABIDE

DATE: _____

UNIT: _____

I / We have received and reviewed a set of the Vue Rules & Regulations effective as of February 2020 and acknowledge and agree that I / we will be responsible for the adherence to them by myself / ourselves and my / our Guests.

_____ Owner/Resident Signature

_____ Owner/Resident Signature

_____ Owner/Resident Signature