

November 26, 2024

BRICKELL BAY TOWER

RULES AND REGULATIONS

Every resident is entitled to enjoy their condominium home within a peaceful, quiet, and private environment. To maintain such an environment, community policies are necessary to define acceptable activities and behaviors.

This Community Policy Handbook is designed to safeguard the rights of all residents and the community as a whole, without infringing upon individual rights. Residents and their associates who do not comply with these policies may receive written notice of their noncompliance.

Continued noncompliance may result in fines as determined by the Brickell Bay Tower Condominium Association's Board of Directors.

The Board may establish a Fines Committee to assist in evaluating violations and recommending appropriate actions when violations are confirmed.

The Association reserves the right to update this Handbook, with a minimum of fifteen days' notice provided to residents.

- (a) The Association is responsible for enforcing the rules and regulations it establishes.

Residents are responsible for familiarizing themselves with the Community Policy Handbook to ensure the comfort and enjoyment of the community at large.

- (b) The Association reserves the right to access all units for purposes of inspection, maintenance, or emergency repairs that are necessary to prevent damage to common elements or other units.
- (c) Residents shall not engage in any unlawful activities within their units or on Association property.
- (d) Residents must provide a pass key to their unit to the Association's manager for use in emergencies.

If a resident changes or installs a new lock, they must provide the updated key to the Association.

Failure to do so may result in the Association taking necessary actions to access the unit, including breaking the lock or forcing the door open.

Any costs incurred as a result of these actions shall be the responsibility of the resident.

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1. BALCONIES

- A. Residents shall ensure that nothing is allowed to fall from balconies. The sweeping or disposal of dirt, debris, or any other substances onto other balconies or common areas is strictly prohibited.

Additionally, the hanging or shaking of items such as linens, clothing, or curtains from windows, doors, or balconies is not permitted.

- B. Only patio-type furniture and plants capable of withstanding heavy winds are permitted on balconies.

The use of carpets on balconies is prohibited.

Balconies shall not be used for storage purposes under any circumstances.

- C. Cooking is strictly prohibited on balconies in accordance with the applicable Fire Code.
- D. A receptacle must be used to catch any overflow of water from activities such as watering plants or cleaning to prevent damage or nuisance to other units or common areas.
- E. The installation of awnings, canopies, fans, or any other projections on the outside walls is prohibited.

Similarly, the hanging of artwork, bicycles, plants, or any other items on the exterior walls of the building is not permitted.
- F. The installation of hurricane shutters must adhere to the Association's hurricane guidelines.
- G. Any enclosure, alteration, or improvement of windows or balconies that affects the exterior appearance of the Association property requires prior approval from the Association and must comply with the Association's standards.

2. BICYCLES

- A. Bicycles may be stored in the first-floor bicycle storage room or in the parking lot bicycle rack.

When using the first-floor bicycle storage room, bicycles must be hung from a designated wall hook, with one bicycle per wall hook.

Due to limited space, bicycle storage is available on a first-come, first-served basis.

If all designated bicycle storage locations are full, bicycles must be stored inside your unit and not on the balcony.

- B. Resident owners are responsible for maintaining any bicycles stored in the designated bicycle storage locations.

The Association reserves the right to review and remove bicycles that are unmaintained, including those that are rusted, damaged, or have flat tires.

The Association shall not be liable for any bicycles stored in the designated bicycle storage locations that are stolen, damaged, or removed due to lack of maintenance.

- C. When transporting a bicycle within the building, the service elevator must be used.

If the service elevator is marked "IN USE" (service mode), the passenger elevators may be used as an exception.

3. CARTS AND LUGGAGE RACKS

- A. Carts and luggage racks are provided for the use of all residents and are located in the designated lobby cart room.

- B. After each use, carts and luggage racks must be returned immediately to the cart room.

It is the responsibility of the resident to return the cart; building staff are not responsible for returning carts to the cart room.

- C. Carts and luggage racks are strictly prohibited from being used by movers.

- D. When transporting items using a cart or luggage rack, residents must use the service elevator.



If the service elevator is marked "IN USE" (service mode), residents may use the passenger elevators as an exception.

- E. Residents are responsible for any damage caused to the property as a result of using a cart or luggage rack.

4. COMMON AREAS

- A. Except in cases of emergency, the use of doors leading in and out of any stairway, as well as the service entrance and the recycle room, for ingress and egress is strictly prohibited.

Blocking or using door stoppers on any of these doors for ingress or egress is also strictly prohibited.

- B. Residents shall refrain from making noise that may disturb other residents' right to the quiet enjoyment of common elements or private units.

Unreasonable noise in all common areas, including but not limited to hallways and balconies, is strictly prohibited.

- C. Playing in the lobby, gym, hallways, elevators, stairways, or parking areas is not permitted.

- D. The Association is not responsible for any items left unattended in common areas.

- E. No additions, alterations, or decorations may be made to the common areas without prior written permission from the Association.

- F. All unit doors leading to common areas must be kept closed at all times, except when in actual use for ingress or egress.

- G. Residents and their guests must wear proper clothing, including shoes, cover-ups, and t-shirts, at all times in the lobby, elevators, stairways, and hallways.

- H. Placing items in corridors, halls, or stairways is strictly prohibited.

- I. The installation of door knockers on unit doors is not permitted.

- J. Lobby doors may only be opened using an authorized access control device.

- K. Blocking any door that leads in or out of a stairway, as well as the service entrance, is strictly prohibited.

- L. In the event of smoke caused by burning something in your unit, do not open hallway doors to ventilate, as this may trigger the building's fire alarm system.

- M. Any expenses incurred by the Association due to damage to the Brickell Bay Tower building or property shall be billed to the responsible resident.
- N. Forcing open the lobby door without using the corresponding access device is strictly prohibited.
- O. The lobby shall not be used for "Move-ins" or "Move-outs." Please refer to the "Moving and Large Deliveries" section for more details.
- P. Moving personal items that fit within the confines of a luggage cart shall not be considered as a "Move In" or "Move Out".

5. CONTRACTORS, DELIVERY SERVICES, MOVERS

- A. All contractors, delivery services, and movers must obtain prior approval from the Building Manager before performing any work at Brickell Bay Tower. They are required to have appropriate licenses, permits, and be bonded and insured to conduct work within the building.
- B. A deposit and/or fee may be required from the unit owner, depending on the scope and nature of the work being performed by the contractor, delivery service, or mover.

For detailed information on applicable charges and acceptable payment methods, please refer to the most recent "Deposit and Fee Schedule" document maintained by the Association.

6. EMPLOYEES OF CONDOMINIUM ASSOCIATION AND MANAGEMENT COMPANY

- A. Employees of the Association and/or the Management Company are not to be engaged by residents for personal errands, repairs, or any other non-work-related tasks during regular working hours.
- B. The Building Manager is responsible for supervising the employees of the Association, under the direction and oversight of the Association's Board of Directors.
- C. Any comments or complaints regarding Association employees should be directed initially to the Building Manager. If the issue remains unresolved, residents may escalate the matter to the Board of Directors and the Management Company.
- D. The use of abusive language towards staff or security personnel is strictly prohibited. Repeated offenses may result in a formal warning, fines, and/or legal remedies, as determined by the Management and the Board of Directors.

7. KEYCARDS (BUILDING ACCESS)

A. The issuance of access control devices (keycards) to each unit is limited as follows:

- Efficiency: Maximum of 2 devices
- One Bedroom: Maximum of 3 devices
- Two Bedrooms: Maximum of 4 devices
- Town Houses: Maximum of 5 devices

The number of devices issued corresponds to the number of registered occupants as specified in the lease or sales contract. If the contract is under a single tenant's name, only one device shall be issued.

B. Access control devices may be obtained from the Building Manager for a fee determined by the Association.

These devices are for the exclusive use of residents and must be kept secure at all times.

C. This equipment may be obtained from the building manager at a cost established by the Association.

Access control devices are for use of residents only and should be safeguarded.

D. Lost access control devices must be reported to the Building Manager immediately. Replacement devices shall be issued at a cost set by the Association.

For more information on applicable charges and acceptable payment methods, please refer to the most recent "Deposit and Fee Schedule" document maintained by the Association.

8. RECYCLING

A. All recyclable materials must be brought to the Recycling Room located on the first floor.

B. A list of acceptable recyclable materials is posted in the Recycling Room and on the Condominium's website.

Residents are responsible for ensuring that only these materials are placed in the respective recycling bins.

C. All boxes, regardless of size, must be flattened before being placed in the recycling bins.

D. Residents must adhere to all regulations posted inside the Recycling Room.

Failure to comply with these regulations may result in a formal warning and/or fines, as determined by Management and the Board of Directors.

9. LAUNDRY ROOMS

- A. Laundry machine users are required to promptly remove their items from washers and dryers upon the completion of the cycle.

Residents are not permitted to remove items belonging to others from the machines.

Residents are not permitted to unplug washers or dryers.

The use of laundry rooms is at the Resident's own risk, and the Association shall not be responsible for any items left in the laundry room.

- B. The doors to the laundry rooms must be kept closed at all times.
- C. Any mechanical issues with the washers and dryers should be reported directly to the laundry service company, with a follow-up report to the Building Manager.

Contact information for the laundry service company is provided in each laundry room.

- D. The washing and drying of pet items, including bedding, towels, garments, and other related items, is strictly prohibited.
- E. Trash must not be disposed of in the laundry rooms.
- F. After use, laundry machine users should leave the washer door and detergent drawer open to allow for proper drying and to prevent mildew.
- G. Laundry machine users are required to clean out the lint from the dryer after removing their items.
- H. Washing pets in the laundry room sinks is strictly prohibited.

10. MAILBOXES AND DELIVERIES (DELIVERIES)

- A. The Association is not responsible for any items left with any employee or agent of the Condominium Association, whether these items are intended for delivery to residents or left by residents for pickup by others.

- B. If a unit consistently receives a large volume of deliveries, the Association may investigate to determine whether a business is being conducted from the unit in violation of applicable laws.

Violations may result in a formal warning, fines, and/or other appropriate actions being taken, as determined by Management and the Board of Directors.

- C. Each unit is permitted to receive up to 40 packages per month. Any additional packages received beyond these limits will incur a processing fee per package.

The Board of Directors reserves the right to waive the monthly or weekly package limits during specific months, such as December, to accommodate increased deliveries associated with holidays or other similar periods.

Residents who exceed the monthly or weekly package limit may petition the Board of Directors to waive the processing fees. Such petitions must include a reasonable explanation, such as move-ins, renovations, or other exceptional circumstances. The Board will evaluate these requests based on the reasonableness of the justification and the frequency of similar occurrences.

For details regarding the applicable processing fee per additional package, residents should refer to the most recent "Deposit and Fee Schedule" document maintained by the Association.

- D. Packages weighing more than 25 pounds or that are large in size must be picked up promptly.

If a resident encounters difficulty in retrieving a package from the package room, they should contact the Management office immediately for assistance.

- E. Packages must be picked up within 3 business days of delivery.

After the 4th business day, Management reserves the right to return the package to the sender.

- F. Residents who are traveling for more than 3 days must make arrangements for package pickup or reroute package deliveries to an alternate location.



- G. Residents must be home to receive water deliveries.

Full or empty water containers cannot be left in hallways or common areas.

11. MOVING AND LARGE DELIVERIES

- A. To schedule any delivery or move, residents must reserve the service elevator with the concierge or Building Manager.

- B. Moving companies or delivery companies are required to provide a Certificate of Insurance (COI).

If a resident is not using a professional mover, they must sign a declaration acknowledging financial responsibility for any damages, in lieu of not having a vendor with a COI.

- C. All move-in, move-out, and delivery dates must be confirmed by Management.

- D. Deliveries and moves are permitted Monday through Friday, between 9:00 AM and 4:00 PM.

No moves or deliveries are allowed on weekends or holidays.

Failure to comply may result in a formal warning and/or fines, as determined by Management and the Board of Directors.

- E. Move-ins and move-outs must not occur through the lobby.

All furniture, mattresses, and heavy items must be moved through the service exit only.

Floor protection, provided by Building Staff on the scheduled day of the move, is required when transporting large or heavy items into your unit.

- F. Residents are responsible for any damages caused during moves or deliveries, including damage to elevators or common areas, whether caused by the residents themselves or by delivery personnel.

- G. A refundable deposit is required for all move-ins and move-outs.

Any damages incurred shall be deducted from the deposit. If the damage exceeds the deposit amount, the resident shall be charged for the additional costs.

For more information on applicable deposit, please refer to the most recent "Deposit and Fee Schedule" document maintained by the Association.

12. OFF LIMITS (NO RESIDENT ACCESS)

- A. Access to air conditioner rooms, power rooms, boiler rooms, elevator shafts, elevator equipment rooms, and the roof is strictly prohibited for residents.

The Association shall not be liable for any injuries sustained by individuals trespassing in these restricted areas.

- B. Only authorized personnel, including the security guard, are permitted in the security guard's station.

Residents should limit conversations with the security guard to allow them to focus on their duties.

13. PETS

- A. Only unit owners are permitted to have one pet per unit, with a maximum weight of 25 pounds.

Renters and visitors are not allowed to bring pets onto the property.

- B. Pets must not disturb other residents.

Any disturbances caused by a pet may result in a formal warning or other actions as deemed necessary by Management and the Board of Directors.

- C. Pets must be kept on a leash and accompanied by their owner at all times when outside the unit.

- D. Pet owners are required to immediately clean up after their pets.

In the event of any pet defecation or soiling on the property, the owner must promptly clean the affected area and dispose of the waste in an appropriate trash container.

Failure to comply may result in a formal warning. If necessary, Management, with Board approval, may hire a professional cleaning company at the owner's expense.

- E. Pets are not allowed in the pool, gym, or recreation room.

Pets must not be left unattended or loose in hallways or other common areas of the building.

- F. Pet owners must take their pets off Brickell Bay Tower property for walks.

If a pet cannot wait until they are outside the property gates, the owner must carry the pet until they are off the premises.

- G. Pets must use the service elevator unless it is marked as "IN USE."

In such cases, the passenger elevator may be used as an exception, with the permission of any residents already inside, considering potential fears or allergies to pets.

- H. All pets must be registered with the Building Manager, with registrations updated promptly whenever there are any changes.

- I.  If a resident is babysitting a pet for an immediate family member (children, grandchildren, parents, grandparents, siblings, and their children), the pet must be registered with the Building Manager.

Babysitting of pets is permitted for up to 30 days, provided that proper registration and veterinary documentation are submitted and approved by Management.

14. RECREATION ROOM

- A. The recreation room is available for use exclusively by registered resident groups. Residents must coordinate with the Association and the Building Manager when scheduling organized activities in the common facilities.

A reservation deposit is required for the use of the recreation room. This deposit shall be applied towards cleaning costs, and if cleaning is not necessary, the deposit shall be refunded.

For more information on applicable charges and payment methods, please refer to the most recent "Deposit and Fee Schedule" document maintained by the Association.

- B. The recreation room closes at midnight and must be vacated by that time.

15. RENTAL UNITS AND GUESTS

- A. Prospective tenants are required to complete an application and undergo a screening process managed by the Association. This screening shall include a background check and a review of credit history.

A fee shall be charged for each applicant.

The Association's Board of Directors shall provide approval or rejection within 15 days of receiving the completed application, all supporting documents, and the application fee.

For detailed information on charges and payment methods, please refer to the most recent "Deposit and Fee Schedule" document maintained by the Association.

- B. Prospective tenants must have a minimum credit score of 680 to be considered for tenancy.
- C. An Association Security Deposit equivalent to one month's rent must be provided by the prospective tenant during the application process and shall remain on file for the duration of the lease.

The deposit shall be held in a non-interest-bearing escrow account and shall be returned in full when the tenant vacates the unit, provided that there are no outstanding fines or payments due to the Association for damages.

Outstanding fines or payments for damages may be deducted from the Common Area Security Deposit before It is returned.

- D. All lease renewals must be approved by the Association.
- E. Unit owners who do not reside in their condominium may allow friends or family members to occupy their unit in their absence, subject to Board approval.

All guests staying at Brickell Bay Tower must be registered with the Association by providing their identifying information to Security.

Guests staying for more than 30 days must also be screened by the Association, including a background check.

A fee shall be charged for each applicant.

Approval or rejection shall be provided by the Association's Board of Directors within 15 days of receiving the completed application, all supporting documents, and the application fee.

For more information on charges and payment methods, please refer to the most recent "Deposit and Fee Schedule" document maintained by the Association.

- F. Unit owners are responsible for any damage to condominium property or disturbances caused by their tenants.

Owners must ensure that their tenants comply with all Rules and Regulations of the Association.

- G. All leases of condominium units must be executed on forms provided by the Association and must have a minimum term of one year (12 months).

Any lease extensions must be submitted to the Association for approval one month prior to the expiration date of the original lease.

- H. The Association must provide written approval for any additional occupants of the unit during the lease term in the absence of the owner, regardless of whether such occupancy is formalized by a lease or is an accommodation to a friend or relative of the owner.

Additional occupants must complete an application and undergo screening by management, including a background check. A fee shall be charged for each applicant.

Approval or rejection shall be provided by the Association's Board of Directors within 15 days of receiving the completed application, all supporting documents, and the application fee.

For more details on charges and payment methods, please refer to the most recent "Deposit and Fee Schedule" document maintained by the Association.

16. SECURITY

- A. All guests and deliveries to units must be announced by the security guard and signed in upon entry.

This procedure ensures that only authorized individuals gain access to the building, maintaining a secure environment for all residents.

- B. Solicitors are strictly prohibited from entering Condominium property.

Residents should promptly notify the security guard if they encounter any solicitors on the premises.

- C. Any expenses resulting from damage to security items, including but not limited to cameras, gates, or access equipment, shall be charged to the responsible resident.

17. SMOKING POLICY

- A. By law, Smoking is not allowed anywhere on the Condominium's common areas, including the lobby, hallways, elevators, pool, gym, and recreation room, unless a specific "smoking area" is designated by the

association.

- B. "Smoking" includes inhaling, exhaling, or possessing any lit tobacco products, such as cigars or cigarettes, as well as any similar products that release vapor or air into the environment.
- C. Owners are responsible for ensuring all residents, guests, tenants, and invitees comply with this rule.
- D. If smoke from a person's balcony or unit is affecting other residents, the smoking individual must cooperate with the building to address the issue.

18. STORAGE ROOMS

- A. Storage rooms located near the elevator on each floor are designated exclusively for the storage of luggage.

The storage of furniture or other items is strictly prohibited.

- B. All luggage stored in these rooms must have a tag issued by Management for identification purposes.

These tags are intended solely to ensure that items meet the Association's standards for storage and are not intended for tracking or inventory purposes.

- C. The Association is not responsible for any luggage stored in the storage rooms.

19. SWIMMING POOL AND SAUNA

- A. The service elevator must be used when going to or returning from the pool or sauna.

- B. Do not enter the elevator while wet from the pool.

- C. Bathing attire, such as swimsuits or swim trunks, is appropriate only in the pool and sauna areas.

Proper clothing, including shoes, cover-ups, and shirts, must be worn in the lobby, elevators, stairways, and hallways while going to or returning from the pool or sauna.

- D.  Glass containers and items are strictly prohibited in the pool and sauna areas.

- E. All trash must be disposed of in the designated containers.

- F. All regulations posted outside the first-floor entrance to the pool must be observed at all times.
- G. There is no lifeguard on duty. Swimming is at your own risk.
- H. Music in the pool area should be kept at a minimal noise level. If someone complains about the volume of your music, you must turn it down immediately.
- I. Smoking or vaping (including cigarettes, pipes, and cigars) is not allowed in the pool area.
- J. If you move any pool furniture, you must return it to its original location before leaving the area.
- K. Do not hang or allow children to hang on the pool's rope divider.
- L. A towel must be used on pool furniture when occupying it.

20. TRASH

- A. Trash chutes are located at both ends of each hallway for the disposal of properly bagged garbage.

Properly bagged garbage is defined as a bag no larger than four gallons, approximately the size of a plastic grocery bag.



After disposing of trash, chute doors should be closed quietly to prevent noise and odors in the hallways.

Any trash dropped in the hallways must be promptly picked up and disposed of properly.

Trash must not be left in stairwells or hallways.

- B. Clogging the trash chutes is strictly prohibited.

If a chute becomes clogged, the responsible party may be subject to a formal warning or fines determined by Management and the Board, and may be liable for any repair costs incurred by the Association.

Items such as cardboard, hangers, newspapers, air conditioning filters, and magazines should not be disposed of down the trash chutes.

Cardboard boxes must be recycled in the Recycle Room.

- C. Each resident is responsible for the removal of unwanted furniture, appliances, or large items from the building grounds. The Association does not provide bulk pick-up services.
- D. Any spills or debris in the elevators must be cleaned up immediately by the responsible party.

21. USE OF UNITS

- A. Music, television, or any other noise that disturbs other residents is not permitted. Noise must be kept to a minimum between the hours of 10:00 PM and 7:00 AM.

Units must not be used in a manner that disturbs or is a nuisance to other residents, or in a manner that is illegal, immoral, improper, or could damage the reputation of the condominium property.

- B. No flammable, combustible, or explosive substances may be kept in any unit, except for those reasonably used for household purposes.

Activities in a unit must not increase the Association's insurance costs or risk cancellation of the insurance policy.

- C. No industry, business, or trade may be maintained, permitted, or conducted from any unit. However, residents may work from home as long as it does not cause disturbance to neighbors.
- D. No flooring shall be installed in any unit without obtaining the proper permits and installing sound insulation approved by the Association.
- E. The maximum number of occupants per unit, whether owner-occupied or leased, is limited to:
 - Efficiency: Two persons
 - One Bedroom: Three persons
 - Two Bedrooms: Four persons
 - Townhouses: Five persons
- F. Residents are allowed to have overnight guests, with parking arrangements made by the resident (see "Parking Rules and Regulations" section).

- G. All guests must be registered with Management (see “Rental Units and Visitors” section).

22. SHOWING OF UNITS

- A. Before showing a unit, the authorized agent must provide the listing agreement and a letter from the owner confirming the property's availability for sale or rent.
- B.  Realtors can show properties seven days a week from 9:00 a.m. to 6:00 p.m.
- C. Realtors must make arrangements for keys. The guardhouse or concierge cannot hold or distribute keys or provide access to units. Lockboxes are permitted.
- D. Realtors must sign in at the guardhouse when accessing a unit and provide a photo ID and business card.
- E. Clients are not allowed on the premises without the presence of the realtor.
- F. No open houses are allowed at any time.

23. ASSOCIATION MEETINGS

- A. Owners are permitted to speak for up to three minutes on any agenda item.
- B. No owner may speak more than once on an agenda item until all owners wishing to speak for the first time have had the opportunity to do so.
- C. Owners may speak a second time on a single agenda item for up to one and a half minutes.
- D. Disruptive behavior during the meeting is not permitted. If disruptive behavior occurs, the offending person shall be asked to stop. If the behavior continues, the individual shall be asked to leave the meeting, and a security escort may be used if necessary.
- E. Video recordings are permitted during Board Meetings.

The Board may designate a specific area of the room for attendees who wish to record the meeting, ensuring that recording can be done without disrupting other attendees.

24. PAYMENTS TO THE ASSOCIATION

- A. Monthly maintenance assessment payments, special assessment payments (if applicable), and any other payments due to the BRICKELL BAY TOWER CONDOMINIUM ASSOCIATION are due on the first day of each month.
- B. Payments received more than 10 days after the due date shall be assessed an administrative late fee of \$25.00 or five percent (5%) of the payment amount, whichever is greater. These late payments shall also bear interest at the rate of eighteen percent (18%) per annum, calculated from the due date until the payment is made in full.
- C. All past due balances, regardless of their origin, shall accrue late fees and interest as described above.
- D. Accounts that are more than 30 days past due shall be turned over to the Association's attorneys for collection. All fees and costs associated with this collection process shall be the responsibility of the Owner.
- E. Checks returned by an Owner's bank as uncollectible (Non-Sufficient Funds, or NSF) shall not be redeposited. The Owner's account shall be charged an NSF fee equal to five percent (5%) of the check amount, plus any bank charges incurred by the Association, and the applicable late fee for late payment.

25. PARKING LOTS AND PEDESTRIAN AREAS

- A. Sidewalks and entrances must not be obstructed or used for any purpose other than ingress to and egress from the units and building.
- B. Proper traffic flow in the parking lot, as designated by arrows, must be followed. The speed limit in the parking lot is 5 mph.
- C. Vehicles improperly parked in a fire lane or no-parking area shall be towed without notice to the vehicle owner.

Towing and storage costs shall be the responsibility of the vehicle owner.

- D. Only emergency car repairs are permitted on condominium property.

When cleaning cars, all trash must be properly disposed of.

Car washing is not permitted.

- E. Residents using the visitor's gate must use their access control device for both entry and exit.

Residents without an access control device must present proof of residence at Brickell Bay Tower, such as a valid driver's license, to the security guard.

- F. The resident gates on Brickell Bay Drive and SE 14th Terrace are for resident use only.

Residents must use their access control device to access these gates.

Do not permit unauthorized individuals to enter through these gates without an access control device.

- G. Pedestrian and bicycle access through car gates is strictly prohibited.

26. PARKING RULES AND REGULATIONS

A. **Commercial Vehicles**

Commercial vehicles may only park in designated loading and unloading areas between 8:00 a.m. and 4:00 p.m., Monday through Friday (excluding holidays), for a maximum of sixty (60) minutes.

Extensions of time may be granted by the building manager upon a reasonable request from the vehicle driver.



B. **Prohibited Vehicles**

Boats, buses, campers, trailers, motor homes, recreational vehicles, and mobile homes are not permitted to park on condominium property.

C. **Permissible Vehicles**

Only passenger automobiles, vans, and light pick-up trucks may park in the condominium parking lot, provided they are registered with the Association and display one of the following Parking Decals or Passes:

- "Owner/Tenant Parking" Decal
 - Issued by the Management Office
 - Quantity issued shall be based on the number parking spots designated to the Unit
 - Must be renewed once a year (renewal date to be selected by Management)
 - Vehicle may only park in the Unit's designated parking space
- "Temporary Owner/Tenant Parking " Pass

- Issued by the Management Office
- Must be renewed within 12 months of issuance
- Vehicle may only park in the Unit's designated parking space
- "7-Day Visitor Parking" Pass
 - Issued by the Management Office
 - Issued on a "First Come, First Serve" basis
 - Must be renewed within seven days of issuance
 - May only be renewed once consecutively (14 days total)
 - May be requested up to two times within a 60-day period
 - Vehicle may only park in designated "7-Day Visitor Parking" spaces
- "24-Hour Visitor Parking" Pass
 - Issued by the Management Office or by Security
 - Issued on a "First Come, First Serve" basis
 - Must be renewed within 24-Hours of issuance
 - May be renewed up to three times consecutively (3 days total)
 - May be requested up to 3 days per week.
 - Vehicle may only park in designated "24-Hour Visitor Parking" spaces
- "Visitor Parking" Pass
 - Issued by the Management Office or by Security
 - Issued on a "First Come, First Serve" basis
 - Vehicle may only park in designated "Visitor Parking" spaces
 - "Visitor Parking" spaces must be vacated daily by 2 AM

Permissible vehicles shall not:

- Exceed the size of one parking space.
- Obstruct the use of the driveway.
- Exceed 84 inches in height with tires inflated to their recommended air pressure.

D. Definitions

"Vans and light pick-up trucks" refer to vehicles with less than a one-half (1/2) ton rated weight-carrying capacity, used solely as passenger vehicles and not as commercial vehicles.

"Commercial vehicles" refer to vehicles with observable commercial markings, equipment, or signs, or those with more than two axles or four wheels.

"Buses," "Campers," "Mobile homes," "Motor homes," "Recreational vehicles," "Boats," and "Trailers" are defined as per their typical usage and characteristics.

E. Vehicle Maintenance

Vehicle maintenance, repair, or renovations are not permitted on condominium property, except for checking fluid levels and emergency repairs such as changing a flat tire or battery.

If a vehicle requires repairs to be removed, it must be towed to an off-site repair facility.

Vehicles that are not currently licensed, registered, or operational must be removed from the property within forty-eight (48) hours.

F. Motorcycles and Mopeds

Association-registered motorcycles and mopeds with an affixed sticker may park in designated areas on the condominium property.

G. Parallel Parking

Vehicles using parallel parking spaces must park in the direction of traffic flow and ensure the front and rear fenders are within 12 inches of the curb or walls.

H. Single Vehicle Parking

Only one vehicle may be parked in a parking space at any time, and vehicles may not park on the curb or between the curb and the concrete parking bumper.

I. Vehicle Leakage

Vehicles must not leak or exude oil, fuel, or other hazardous substances onto the parking space.

Owners or residents responsible for such vehicles are liable for the cost of cleaning and repairs incurred by the Association.

J. No Parking Zones

Vehicles may not park in the following areas:

- Designated "Fire Lanes."
- The service entrance.
- On any driveways.
- In front of the garbage room doors.
- Blocking ingress and egress to the condominium property.

K. Short-Term Parking

Vehicles may park just past the lobby doors for a maximum of fifteen (15) minutes for passenger pick-up, drop-off, or loading and unloading cargo.

Vehicles parked in this area may not be left unattended and must not block traffic.

L. Enforcement

Management and/or Security may take the following actions if a vehicle violates the Parking Lot Rules and Regulations:

- Attempt to contact the vehicle owner or the associated unit owner.
- Affix a Warning Sticker to the vehicle's window, indicating the date and time of the infraction.
- Tow the vehicle at the vehicle owner's expense if the other options have been exhausted or in case of an emergency.

27. INSPECTION AND COPYING OF ASSOCIATION RECORDS

A. Records Defined

The official records available for inspection and copying are those designated by the Florida Condominium Act, as the same may be amended from time to time.

B. Persons Entitled to Inspect or Copy

Every unit owner or the authorized representative of a unit owner, as designated in writing (hereinafter collectively referred to as "owner"), shall have the right to inspect or copy the official records pursuant to the following rules and Florida Statutes, as the same may be amended from time to time.

C. Inspection and Copying

- 1) A unit owner desiring to inspect the Association's official records shall submit a written request to

the Association c/o Board of Directors, 1408 Brickell Bay Dr, Miami, FL 33131 or by electronic transmission to BRICKELL@CIRAMAIL.COM, which shall also be treated as a written request under this rule. Document inspection requests sent via electronic transmission must contain the words "Document Inspection Request" or "Records Request" in the subject line. Emailed requests which are not so identified may not be honored. The request must state with particularity the official records requested, including pertinent dates or time periods. The request must be sufficiently detailed so as to allow the Association to retrieve the official records requested. However, the Association is under no obligation to retrieve any records requested and may, in the alternative, require the unit owner to inspect the official records as they are kept in the ordinary course of business. The Association may, to the extent permitted by law, offer the unit owner the option of making the records available electronically over the internet or on a computer screen, with records printed upon request. The unit owner may use a portable device capable of scanning, copying or photographing records in order to make copies.

ANY UNIT OWNER WILLING TO REVIEW RECORDS ELECTRONICALLY VIA THE INTERNET OR IN ELECTRONIC FORMAT ON A COMPUTER SCREEN SHALL SO INDICATE IN THE WRITTEN REQUEST, FAILING, WHICH, THE RECORDS WILL BE MADE AVAILABLE IN HARD COPY.

- 2) Inspection or copying of records shall be limited to those records specifically requested in advance, in writing, subject to the exemptions provided for in the Condominium Act, as the same may be amended from time to time. The Association is under no obligation to create records or documents which do not currently exist, which are not kept in the ordinary course of business and/or which are not statutorily required (i.e. reports, lists and compilations).
- 3) No unit owner may submit more than two (2) requests for records inspection and/or copying per month.
- 4) No unit owner may submit more than one request for inspection and/or copying of the same record in a thirty (30) day period.
- 5) No unit owner may request the inspection of a hard copy of more than fifty (50) records at a time, in any request, nor may any request require the Association to produce more than two hundred (200) pages of records at one time. If the unit owner's request exceeds either of these limitations, the Association may provide records for inspection in the order requested by the owner up to the limiting factor and notify the unit owner that the other records shall be made available for inspection at another inspection session upon receipt of another written request of the unit owner. A unit owner shall not be precluded from requesting records which were not produced because of the aforesaid limitations within thirty (30) days pursuant to Paragraph D above. The foregoing limitation on the number of records and the number of pages available for inspection does not apply if the unit owner agrees to inspect the records electronically via the internet or in electronic format on a computer screen.
- 6) All inspections of records shall be conducted at the Association's office unless the Association is willing to scan and send such records electronically because the Association believes, in its sole discretion, that the circumstances warrant such method of delivery. In addition, the Association may direct the owner to review the requested records over the internet, or at such other location designated by the Association to the extent permitted by the Florida Condominium Act, as amended from time to time. No unit owner may remove original records from the location of the inspection. No alteration of the original records shall be allowed. Notwithstanding the foregoing,

the Association may, at the option of the Board or the person responsible for producing the requested records, provide copies in digital form by electronic mail to the unit owner in the interest of convenience provided the unit owner acknowledges and accepts delivery of the requested records in such manner in lieu of producing original records.

- 7) The requested records shall be made available for inspection by the unit owner or his or her authorized representative on or before ten (10) business days subsequent to actual receipt by the Association of the written request for inspection (for requests sent by electronic mail, this period shall run from the date the e-mail from the unit owner is opened by the person responsible for producing the requested records), or such other time period as prescribed by the Condominium Act as same may be amended from time to time. This time frame may be extended by written agreement of the unit owner. The Association shall notify the unit owner by telephone, in person, or in writing (or by electronic mail for requests received by electronic mail), that the records are available and shall attempt to make the records available at a mutually convenient time and date. The Association shall not be obligated to make records available less than ten (10) business days after receipt of a unit owner's request submitted in the manner required by this rule.
- 8) Subject to the requirements of paragraph G above, Inspections shall be conducted between the hours of 9:00 a.m. and 12:00 p.m. on Mondays, Wednesdays, and Fridays, so that the Association's staff has adequate time within their regular work hours to discharge their other duties to the Association. If a unit owner is unable to review records during the prescribed hours, a mutually convenient time shall be arranged. The time for inspection of records shall be limited to eight (8) business hours per month.
- 9) If a unit owner desires to obtain a copy of any record, the unit owner shall identify the record desired during the inspection. The Association shall not be obligated to copy portions of records. The requested copies shall be made available within a reasonable time. Records copied by a unit owner or a unit owner's authorized representative shall not be posted online, on social media or anywhere in the public domain if the records contain information defined as privileged under Section 718.111(12)F.S. as same may be amended or renumbered from time to time.
- 10) A unit owner shall pay twenty-five (25) cents per page for letter or legal sized copies, payable in cash or check at the time the copies are requested. The Association shall not be obligated to undertake the photocopying of any records until payment is received by the Association. The Association reserves the right not to accept personal checks from any unit owner who has previously submitted a check to the Association for any charge which has been returned due to insufficient funds.

D. Manner of Inspection

- 1) No written request for inspection or copying shall be made in order to harass any unit owner, resident or Association agent, officer, director or employee.
- 2) All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, may assign one staff person to assist in or supervise the inspection.

- 3) The Association shall maintain a log detailing:
 - a) The date of receipt of the written request for inspection
 - b) The name of the requesting party
 - c) The requested copies
 - d) The date the unit owner was notified of the availability of the records
 - e) The date the records were made available for inspection or copying
 - f) The date of actual inspection and copying
 - g) The signature of the unit owner acknowledging receipt of or access to the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to the inspection or receipt of copies.

The foregoing provisions of this rule are subject to and superseded by any conflicting provisions in the Condominium Act and Florida Administrative Code which shall be automatically incorporated herein.

28. RULE REGARDING UNIT OWNER WRITTEN INQUIRIES SENT VIA CERTIFIED MAIL

A. Frequency

No unit owner may submit more than one (1) written inquiry pursuant to the Statute during any thirty (30) day period

B. Manner of Response

- 1) Each letter of inquiry may set forth up to ten (10) substantive inquiries. The Association shall determine the number of substantive inquiries in a particular letter. If a unit owner combines multiple substantive inquiries into one question or one letter, the Association has the right to determine how many substantive inquiries are fairly set forth in a particular question or a particular letter. If more than ten (10) substantive inquiries are set forth in one letter, the Association shall respond to ten (10) of the substantive inquiries, to be determined based upon the order in which the inquiries are set forth in the letter or otherwise at the discretion of the Board of Directors.
- 2) The Association shall not be obligated, in responding to any inquiry under the Statute, to incur professional fees to respond to inquiries which require professional advice or to digest information which is available from an inspection of the official records of the Association or to create a compilation or summary of information that is otherwise to the unit owner available from an inspection of the official records of the Association. If an inquiry under the Statute can be responded to by reviewing the official records of the Association, the Association may respond by providing the owner an opportunity to inspect and photocopy pertinent records, the identity of such records to be reasonably and fairly set forth and described in a written response from the Association.
- 3) Written inquiries must be sent via certified mail, return receipt requested to the Association's address at

Brickell Bay Tower Condominium Association, Inc., c/o Board of Directors, 1408 Brickell Bay Dr, Miami, FL 33131.

C. Non-Compliant Inquiries

- 1) Emails do not constitute a written inquiry by certified mail as required by the statute. All inquiries sent via email shall be discarded. Emails which contain document inspection requests must comply with the rule regarding document inspection requests and must contain the subject line Document Inspection Request.
- 2) Faxes do not constitute a written inquiry by certified mail as required by the statute. All inquiries sent via fax shall be discarded.
- 3) Scanned letters do not constitute a written inquiry by certified mail as required by the statute. All inquiries sent via scan shall be discarded.

29. ONLINE VOTING

- A. Online Voting shall be made available for owners to use as an additional voting option for building elections and votes that require owner participation.