Biltmore Parc Condominium Association

Rules and Regulations
Effective Date:
08/05/2021

The Rules here supersede all previously issued Rules and Regulations for the Biltmore Parc Condominium Association.

BILTMORE PARC
CORAL GABLES

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WELCOME to the Biltmore Parc Condominium (the "Condominium") where all reasonable efforts are being made to provide you with a pleasant and enjoyable residency.
Biltmore Parc Condominium Association, Inc. (the "Association") is the entity responsible for the operation of the Condominium. These Rules and Regulations ("R&R") are designed to accomplish the following purposes:

1. Protect the integrity and condition of the entire condominium complex and thereby protect each owner's investment.
2. Provide a safe and pleasant living environment for all owners and tenants.
3. Supplement and clarify the Association's Declaration of Condominium (the "Declaration") and the Association's Bylaws (the "Bylaws).

Florida Statutes, Chapter 718, known as the Condominium Act and the Association's governing documents charge the Board of Directors (the "BOD") with the responsibility for administration & management of the Condominium. This is done through implementation of the Association's governing documents and the R&R.

The R&R herein shall apply to all owners, tenants, visitors, guests, contractors, the Management Company, and Association employees. From the time an owner takes title to their unit, each owner is responsible for adhering to the R&R, for supplying any of their tenants with copies of these R&R, and for requiring visitors or guests to follow these R&R. Owners are ultimately responsible for the actions of their visitors, guests, tenants, tenants' guests, tenants' pets, and contractors.

These R&R may repeat, reaffirm, or be in addition to rules originally stated in the Declaration or the Bylaws. These R&R are also subject to change by a majority decision of the BOD. The R&R have been compiled as a source of valuable information and must be provided to every new owner and renter. Should a unique situation arise not specifically addressed in these R&R, please check with Management Company for clarification and guidance. In the event there is a conflict between these R&R and the Declaration, the Declaration shall prevail.

The BOD reserves the right to temporarily suspend, modify, or revoke the existing R&R and to make such additional R&R from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the Condominium and its occupants, to promote cleanliness and good order to the Condominium property and the common elements and to ensure the comfort and convenience of the Owners.



INTRODUCTION AND DEFINITIONS

Pursuant to the authority vested in the Board of Directors of the Association pursuant to Article VI 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 Biltmore Parc Condominium (the "**Condominium**"). The Association thanks you for your cooperation and for supporting the efforts made by all Biltmore Parc 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 Biltmore Parc Condominium Association, Inc.

2. "Declaration" means the Declaration of Condominium of Biltmore Parc, 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.

5. "Resident" means any person legally residing within a Unit, which may be a Tenant or Unit Owner. All residents shall be registered with the Association.

6. "Tenant" means any person leasing, subleasing and/or renting a Unit.

7. "**Unit**" means any residential unit at the Biltmore Parc.

8. "Unit Owner" means the record owner of legal title to one or more condominium units at the Biltmore Parc.

9. "**User**" shall mean, collectively, any Resident or Guest.

10. "Fines Committee" is the Board of Directors or such committee as may be appointed by the Board of Directors that consists of three (3) Unit Owners.

11. "R&R" shall mean these Rules and Regulations and any amendments hereto.

12. "BOD" or "Board" shall mean the Board of Directors.

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

A. Enforcement

As elected officials of the Association, the BOD is afforded certain powers by Florida Statutes, Chapter 718 as well as the Declaration and the Bylaws. These powers include, but are not limited to, the ability to:

- Impose charges for late payment of an owner's proportionate share of the common expenses or any other expenses lawfully agreed upon.
- Levy reasonable fines for violation of the Declaration, the Bylaws and the R&R.
- Administer fines; a maximum fine of up to $100.00 per day and up to $1,000.00 in the aggregate.

B. Violations

Any owner, resident, contractor, Management Company employee, visitor or guest observing an infraction of these R&R, violation of the Declaration, the Bylaws or conduct detrimental to the Condominium or the Association shall report such action to the Management Company immediately at the concierge's desk or contact the Management Company directly. The concerned party must provide their name, unit number, and contact information.
The Management Company will always attempt to resolve any and all issues with reason and common sense, but, if unable to do so, it will bring the matter to the attention of the BOD for a final ruling. Owners should always first attempt to contact the Management Company and not the BOD to report rule violations or register complaints. The violating owner will receive a written notice of the violation from the Management Company via email and U.S. mail. A fine will be assessed to the owner if not immediately corrected. The fine will be billed against the owner's account and due and payable within thirty (30) days of a final decision.

If any owner feels that he/she has been wrongfully or unjustly charged with a violation hereunder, he/she must within thirty (30) days after receiving a written notification of a violation submit in writing a protest to the BOD via the Management Company stating the specific grounds for objection to the notice of violation, and shall request a hearing. Should no protest be filed within thirty (30) days, a hearing will be considered waived, and the allegations

in the notice of the violation shall be deemed admitted by the owner. Should a protest or request for a hearing be filed, a hearing on the matter shall be held before the Fines Committee. The Fines Committee shall hear and consider all facts and evidence regarding the alleged violation and shall issue its determination in writing with written notice to the owner involved by email and U.S. mail. The deadline for the payment of any fines associated with the specific violation shall be suspended during the period of protest only until the Fines Committee reaches a determination. The decision of the Fines Committee may be appealed to the BOD (unless the Fines Committee is made up of the BOD), whose decision shall be final and binding on the owner.

All violations will be documented and maintained in the units file with the Management Company. All occurrences of the same violation within the following twelve (12) months of the original violation will be fined in a progressively increasing manner. Those same violations that are more than twelve (12) months apart will be treated as a first violation.

C. Fees

Description	Fee
Late payment of monthly assessment	$25 + bank charges + 18% finance charges
Construction (refundable)	$1,500
Moving In/Out (refundable)	$1,750 + a (Non-refundable) $250.00
Key fob issue/Garage remote (New Issues & Lost Replacement)	$60
Screening cost of new owners/renters	$100 per person
Estoppel Certificate only (Resale or Refinance): 3 Business Days = $350.00 (Account Current)/ 10 Business Days = $250.00 (Account Current) 3 Business Days = $500.00 (Account Delinquent)/ 10 Business Days = $400.00 (Account Delinquent)	
Copies of any documents (per page)	$.25 (Black & White and Color)

D. Reminder Calendar

Month	Item
January	Proof of Dog License, Registration, Vaccinations & Liability Insurance Coverage
March	Condominium Owner Liability Insurance
October	Proof of Vehicle Driver's License, Registration & Vehicle Insurance

E. Fines

Any rule violation may lead to a fine being levied. Unless otherwise stated in these R&R, fines shall be levied at the amount of:

- First offense – Warning; If not corrected within two weeks' time, moves to second offense.
- Second offense - $100.00; If not corrected within two weeks, moves to third offense.
- Third offense - $100.00; If not corrected within two weeks, moves to legal actions.
- Legal action

The Association may, pursuant to Florida Statutes, Chapter 718.303(3), impose fines in such reasonable sums not to exceed $100.00 per violation per day or $1,000.00 in the aggregate against unit owners for violations of the Association's governing documents, including the R&R, by owners or their visitors, guests or lessees. (Fine should be levied after the owner is given an opportunity for hearing.) The Fines Committee shall hear and consider all facts and evidence regarding the alleged violation and shall issue its determination. The decision of the Fines Committee may be appealed to the BOD, whose decision shall be final and binding on the owner.

The levying of a single fine shall not constitute acceptance of a persistent violation. A persistent uncorrected violation may be treated as multiple violations, and additional fines may be levied accordingly. Additionally, the Management Company may take actions to terminate the persistent violation as directed by the BOD.

G. Itemized Rules and Regulations

1.1 Assessment & Collections

1.1.1 The Association is legally responsible for pursuing all delinquent accounts using all legal remedies available. The collections policy will be applied to all delinquent owners regardless of circumstances. The Association and its attorney may collect, evict, foreclose, or take any or all

actions available against a delinquent owner from among those offered by Florida law, the Declaration, or the Bylaws.

1.1.2 Assessments are due on the 1st of each month and are late if not posted on or before the 10th of each month, regardless.

1.1.3 A late fee will be charged to any account on which the full balance due has not been posted on or before the 10th of the month (see fee section).

1.1.4 Any and all charges including administrative or bank charges incurred by the Association as a result of checks returned for any reason, plus an administrative charge will be assessed against the owner's account (see fee section).

1.1.5 Any account on which any amount due to the association beyond thirty (30) days will be turned over to the Association's attorney to commence legal and/or collection proceedings.

1.1.6 Any fines or costs in connection with damage to the common element by an owner, lessee, contractor, guest, or visitor will be charged to the specific owner.

1.1.7 The Association may own, convey, encumber, lease, or sell any units that are purchased by the Association or obtained through foreclosure or similar proceedings.

1.2 Balconies, Terraces & Windows

1.2.1 Nothing may be thrown or dropped from the windows, balconies, terraces, or any other part of the property. This includes, but is not limited to, cigarette butts, garbage, plant material, etc.

1.2.2 No liquids (with the exception of rain water) shall be permitted to flow or drip from the balconies, terraces, or windows for any reason.

1.2.3 Plants shall be watered in such a manner as to avoid dripping to the floors beneath. Dead and dying plants are to be removed immediately.

1.2.4 Balconies and terraces may be damp mopped, but not doused with water. Flooding or hose washing of balconies and terraces is not permitted, unless approved by the Management Company to coincide with a scheduled professional building window cleaning.

1.2.5 Balconies and terraces are not to be used for general storage for any items, including but not limited to, coolers storage bins, cardboard boxes, construction supplies, and bicycles. Patio furniture and plants are the only items that may be stored or displayed on terraces and balconies, and may not exceed 8 feet in height.

1.2.6 No items that may be easily relocated by wind or severe weather (i.e. sun umbrella, a canopy) may be stored on terraces and balconies, regardless if it is secured.

1.2.7 Barbeque gas grills, charcoal/wood burning grills, smoking cabinets, hibachis, chimneys, fire pits, torches, or any other device similar to the foregoing are prohibited inside any unit, balconies or terraces. Electric grills are not prohibited.

1.2.8 The use of fireworks on any balcony or terrace or elsewhere on the property is strictly prohibited. Any violation will be immediately reported to the City of Coral Gables Police and Fire Departments.

1.2.9 Nothing is permitted to hang over the balcony or terrace railings. Any items, if visible from the building exterior, shall not distract from the design nor disrupt the uniform appearance of the building.

1.2.10 Installation of a canopy, awning, sunshades, or trellises is prohibited on balconies and terraces.

1.2.11 Unless a component of a ceiling fan, no permanent light fixtures shall be installed in the exterior area of any unit, including any balcony or terrace, excluding building installed lights on terraces. Temporary lights may be used for reading or other limited activities. Planters must not be attached to exterior concrete walls, railings or ceiling by any means. Likewise, nothing may be affixed to the windows or window frames. Hot tubs, portable swimming pools, spas, fountains, artificial ponds, or other items designed to contain large amounts of water (deemed to be over twenty- five (25) gallons) are prohibited on balconies and terraces.

1.2.12 No plants, such as vines, shall be permitted to attach themselves to any part of the building exterior or hang over the balcony or terrace railing.

1.2.13 An owner may display one (1) portable removable American flag on a balcony provided it does not hang over the balcony or terrace railing. Certain service flags may be displayed on specific holidays, (Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans

Day) as set forth in Florida Statute Chapter 718.113(4). The unit may display a portable, removable official flag not larger than four and a half (4.5) by feet by six (6) feet long that represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

1.2.14 Nothing may be placed on balconies or terrace or railings in an attempt to air dry, including but not limited to articles of clothing, sheets, blankets, towels, beach apparel, rugs, brooms, mops, and laundry.

1.2.15 No item may be present which extends higher than the railing or extending beyond the railing or walls. This does not prohibit plants from reaching 8 feet in height.

1.2.16 In the event of a hurricane warning, ALL items MUST be removed from the balcony or terrace. The same applies if any unit is to be left vacant for more than thirty (30) days during the months of June through November of any given year. Owners or residents are responsible for any and all damage to the exterior of the building caused by their failure to remove all items per this section.

1.2.17 Ceiling fans with or without lights can be installed in terraces and balconies so long as they are approved in advance by the BOD. Any fan installed before is grandfathered in and is not subject to approval by the BOD.

1.2.18 Window/door shades (curtains and/or drapes) shall be white or off-white in color on the side that faces the exterior of the building.
No aluminum foil, tinted glass or reflective window tint shall be installed on to any <u>window or sliding glass door.</u>

1.2.19 Exterior loudspeakers and televisions shall be permitted on the balcony or terrace subject to reasonable sound levels acceptable to neighbors.

1.2.20 Chimes and birdfeeders shall not be permitted on the balcony or terrace.

1.2.21 Clotheslines shall not be permitted on the balcony or terrace.

1.2.22 No rugs or other items shall be dusted, beaten or cleaned from the window, balcony or terrace or against any exterior portion of the building.

1.2.23 Balcony or terrace railings or walls may not be painted or altered in any way.

1.2.24 Balcony standardized textured flooring (installed by Association) cannot be altered in any way, including; removing, covering or painting, unless approved by the BOD.

1.3 Bicycles

1.3.1 All bicycles must be kept within the boundaries of unit owner's assigned parking spaces. Bicycles cannot be stored on balconies or terraces.

1.3.2 Bicycles are not to be taken through the lobby area, nor are they permitted in the lobby corridors or residential elevators. Bicycles must enter and exit out of the building through the 1st floor rear East service door or garage. Use of bicycles, tricycles, roller skates/blades, skateboards, scooters or similar equipment is prohibited in lobbies, hallways, stairwells. 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.

1.3.3 The Association and its Management Company are not liable for any damage or theft to bikes stored in the premises.

1.3.4 The common elements cannot be used to repair, clean or grease bicycles.

1.4 Common Element/Limited Common Elements Use & Maintenance

1.4.1 Owners and residents shall not cause or permit anything to be placed on outside walls, doors and windows of the building. No signs, decorations, awnings, canopies, shutters, air conditioning units, radios, satellite dishes or television antennas shall be affixed to or placed in, through or upon the exterior walls, doors, windows or roof or any part thereof, without the prior written consent of the BOD.

1.4.2 Removing or posting signs within any elevator by an owner or resident is prohibited. Only the Management Company is authorized to utilize such space.

1.4.3 Feeding of birds on balconies or terraces or in the common elements or limited common elements is prohibited.

1.4.4 No items may be attached to the rear exterior hallway side of a unit's door or doorframe. Such doors may not be changed or altered, nor painted a different color.

1.4.5 Real estate lock boxes are not permitted to be attached to any common elements or limited common elements, including the rear hallway side of the unit door.

1.4.6 Rollerblades, roller skates, skateboards, bicycles, scooters, or other recreational wheeled vehicles may not be ridden in the common elements.

1.4.7 Any expenses resulting from common element or limited common element damage caused by an owner/tenant, visitor or guest will be charged to the owner, in addition to the fines stated in the Fines or Fees sections of the R&R.

1.4.8 The front lobby provides the first impression of the building to owners, renters, employees, visitors, and guests. Everyone using the lobby or any common element must wear shirts and footwear.

1.4.9 The residential lobby should not be used to conduct business meetings other than meetings of the BOD or Management Company.

1.4.10 Only authorized personnel are permitted on the roof, electrical rooms, storage areas, switch gear room, transformer vault room, fire pump room, security equipment room, elevator service shaft, fire command room, telecom room, A/C room, Management Company office, and janitor room.

1.4.11 The Association's facilities are for the exclusive use of unit owners, their lessees, their visitors, guests and their family. Owners, upon leasing their unit, relinquish all of their rights to use any of the common area element facilities and transfers such use rights exclusively to their tenants.

1.4.12 Common elements shall be litter free and in good operational order at all times. Owners shall report any housekeeping or maintenance problems to the Management Company immediately.

1.4.13 The City of Coral Gables and Miami- Dade County Fire Code requires that all hallways and stairway areas be kept free of all stored items and debris. It is necessary that these areas be maintained as safe, uncluttered exit routes in case of an emergency.

1.5 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. 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 Front Desk.

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.

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 contactor 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.

1.5.1 The Association maintains the right to terminate any and all construction work in a unit if there is not compliance with all of the Association's governing documents that pertain to construction and remodeling. Owners must obtain written approval from the Association for all proposed modifications prior to start of any work in their units.

1.5.2 No contractor shall be allowed to walk through the lobby with any tools or materials at any time. Depending on the type, amount or length of work, arrangements may be made with Management Company to pad the elevator.

1.5.3 Cutting or drilling into the concrete floors, ceilings, columns, windows, window frames, and structural walls is only permitted with approved permits from the City of Coral Gables and Association approval after consultation with structural engineer paid for by unit owner.

1.5.4 Nothing shall be done in, on, or to the common elements which will impair the structural integrity of the building or which would structurally change the original building's design.

1.5.5 The relocation of any main water risers, waste lines, drains or venting stacks is strictly prohibited.

1.5.6 The modifications or moving of the windows, or glass sliding doors is prohibited. Unit entry doors may be only replaced or modified upon the approval of Coral Gables Building Department.

1.5.7 Owners and/or their contractors must obtain any and all needed City of Coral Gables permits before work is begun. Unit owners shall submit the approved permits to the Management Company, prior to the work beginning.

1.5.8 All contractors must be insured and licensed to work on the property. These documents, including providing a certificate of insurance naming the Association as an additional insured must be provided prior to the beginning of any work. (See attached form).

1.5.9 Owners shall submit a written description and/or plans and a sketch of the proposed work to the Association for approval, prior to the work beginning.
If it is necessary that extraordinary cleaning be performed by Association personnel due to a contractor's or resident's negligence, the owner shall be responsible to reimburse the Association for all such labor expenses.

1.5.10 The owner is responsible for notifying Management Company of construction start date (twenty-four (24) hours minimum) and paying a deposit (see fee section).

1.5.11 Contractors must unload all material at the rear service area.

1.5.12 At no time may flammable materials be stored overnight at the job site.

1.5.13 Any unit owner may make minor remodeling improvements within their unit at their discretion without consent of the Association as long as a City of Coral Gables building permit is not required.

1.5.14 All contractors must sign in with the Management Company at the concierge's desk each and every day that work is being performed.

1.5.15 Owners must notify the Management Company when unit repairs interfere with the use of any common elements prior to the commencement of the repair.

1.5.16 All unit owners shall have installed underneath hard surface floor coverings (i.e., tile, marble, hardwood floors) soundproofing backing accepted and approved by the City of Coral Gables. Final approval of the material will be made by the BOD. The first floor units are exempt from this rule.

1.5.17 Removal of construction debris from the property is the responsibility of the unit owner.

1.5.18 In order to minimize disturbances to other occupants, construction work must be performed between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. Only under emergency circumstances will Saturday, Sunday or holidays be allowed.

1.5.19 No equipment or materials may be stored in any common, or limited common, elements.

1.5.20 Under no circumstances may construction material be disposed of down trash chutes.

1.5.21 In the event that water or electricity must be turned off to other units forty- eight (48) hours' notice must be given, unless the Management Company determines there is an emergency.

1.6 Deliveries

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 Garage Service Areas

All large items must go through the service Area. Absolutely no large item may pass through the lobby.
The size of the elevator cab door is 41.5" wide by 84" high. The 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 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 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 elevator may be used by other Residents. Failure to notify the Management Office of any changes and/or unnecessarily tying up the 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 $1,750 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 $250.00 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 9:00 a.m. to 5:00 p.m., Monday through Thursday. 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 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 cart are responsible for securing the 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 may receive packages on behalf of a Resident, and/or package storage may be provided by the Association. Use of these services is subject to the following terms and conditions:

a) The front desk will not receive large packages over 4 feet x 2 feet in size or over 30 lbs. in weight. Also, storage 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. 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. 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 14 days of delivery. Packages left at the front desk longer than 14 days will be placed in storage, and residents may be charged $2/day per package for storage costs. Packages left in storage longer than 30 days will be deemed abandoned. 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.

f) Use of the storage, front desk is AT YOUR OWN RISK. The Association assumes no responsibility for any lost or stolen items.

1.6.1 The concierge can accept small packages on behalf of the residents, units based on available and limited storage space. Neither the Association nor the concierge is responsible for loss or damage of delivered packages. All delivery packages shall be logged in and residents will be notified when packages are available for pick up.

1.6.2 The concierge will not be responsible for arranging unit access for any deliveries when the owner is not present.

1.6.3 Any damage to common elements (i.e. elevator, lobby, and hallways) resulting from a large delivery will be charged to the unit owner.

1.6.4 UPS and other ground couriers may not deliver packages directly to a residential unit. Residential unit owners will be contacted to pick up the package from the concierge.

1.6.5 All delivery agents (i.e. pizzas, flowers, and dry cleaning) will be authorized to enter the lobby. The concierge will attempt to contact the unit owner prior to providing access to the individual unit foyer.

1.6.6 All deliveries that require the use of a dolly or similar transporting device due to weight or size must enter through the rear entrances.

1.6.7 Due to the limited space available, packages will only be stored for thirty (30) days. All packages not picked up within the allotted time frame will be returned to the delivery company. The concierge will place a courtesy call to residents before sending their package back.

1.6.8 Under no circumstances will the concierge deliver any material to a resident's unit, nor accompany delivery persons to a resident's unit. The concierge is prohibited from accepting cash for C.O.D. deliveries.

1.7 Guest/Visitors

1.7.1 Guests. A "guest" is a person who is authorized to use an owner's unit for one (1) month or less. The owner must notify the concierge's desk the name of the authorized guests and duration of their stay in advance. A guest parking pass, if requested, will be issued by the

concierge's desk. Guests are not required to sign in each time they enter the building, only upon first arriving. In the event an owner is in arrears and the Association has turned the account over for legal collection, no guests of such delinquent owners will be allowed into the property until accounts are made current, unless such guests are accompanied by such owner.

1.7.2 Visitors. A "visitor" is a person visiting the occupant of a unit for less than a day. Upon arrival at the concierge's desk, the concierge must announce the visitor's arrival to the unit occupant and get clearance to allow the visitor into the building. Visitors must sign in each time they enter the building. Owners are fully responsible for their visitor's compliance with all rules and regulations.

1.7.3 Owners must notify the Management Company in writing when guests have their permission to use their unit in their absence. It is the owner's responsibility to familiarize their guests with these R&R.

1.7.4 Guests are not allowed to invite other guests or visitors to stay overnight.

1.8 Holiday Decorations

1.8.1 The local fire department recommends the purchase and use of only Artificial Christmas trees in all multi-unit Hi-RISE buildings. If residents should choose to have a live tree, appropriate caution should be taken, including keeping the tree watered at all times and keeping the tree away from heat and flames. All live trees must also be transported through the elevator in an appropriately sized plastic containment bag. No needles or sap should be left on the elevator or common elements floors or walls.

1.8.2 Holiday decorations may only be present and visible during the month that the holiday occurs. Exception will be made for Christmas until January 15 of any given year.

1.8.3 No musical decorations may be displayed or used on the outside of any unit.

1.8.4 Decorations must be in keeping with the traditional spirit. No distasteful or offensive decorations may be displayed.

1.8.5 No decoration may block any egress or common elements.

1.8.6 Wreaths may be placed on exterior doors using magnets or regular wreath hangers. Drilling into the door is not permitted.

1.8.7 Exterior unit lighting may not be hung or displayed on the balcony or terrace. No holiday decorations of any type may be attached to any common element or limited common element.

1.9 Luggage & Grocery Carts

1.9.1 The building provides a limited number of grocery carts as a convenience for residents. These are available at the parking garage area. In consideration of other residents, carts are to be returned to the parking garage area within thirty (30) minutes from the time the carts were taken. Use of the carts is restricted to the building. Carts must be returned and not left in any other part of the building, including the elevator.

1.9.2 No resident may store a personal full size or folding grocery cart within their assigned parking space.

2.0 Mail

2.0.1 Incoming mailboxes, as well as a U.S. mail slots for outgoing mail are located in the 1st floor lobby mail room. Unit number identifies mailboxes for each unit. Unit owners will be issued mailbox keys at closing. Lessees may obtain mailbox keys from their unit owner. There are no replacement keys available for mailboxes. If a resident loses or misplaces a mailbox key, the only available recourse is total lock replacement. That resident will incur all costs associated with such replacement and will need to contact the U.S. Post Office directly for replacement.

2.0.2 During such time as the mail is being distributed, access to the mailboxes will be restricted to federal postal employees. Federal law prohibits the unauthorized placement of items in mailboxes. Such offenses should be reported to the U.S. Postal Service and the Management Company.

2.0.3 The U.S. Postal Service considers the individual unit number as part of the person's complete address. To ensure proper delivery of mail, residents should make sure that the individual unit number is included on all mail.

2.0.4 There is no service to hold mail during vacations or extended leave provided by the Association. If a resident will not be available to collect mail for an extended period of time, arrangements must be made with the U.S. Post Office to stop mail service deliveries. This should also include the stopping of all newspaper deliveries.

2.0.5 Outgoing mail can be dropped in the letter slot located in the mailroom. The mail is picked up when the incoming mail is delivered daily. No oversized packages can be accommodated in this letter slot.

2.1 Management Company Personnel

2.1.1 The Association, through the Management Company shall be solely responsible for directing and supervising the Association's employees. No employee should be personally directed or reprimanded by an owner, tenant, visitor, guest or contractor. Complaints against any employee must be in writing and addressed directly to the Management Company.

2.1.2 No Management company or Association employee is permitted to do private work for owners, while on duty or off duty.

2.1.3 Under no circumstances will concierge or Management Company accept responsibility for allowing access to a unit or distribute keys for a unit to an outside service provider.

2.1.4 The concierge will not be allowed to provide building access, including the residential lobby and parking garage to visitors that have not been accepted by a resident.

2.1.5 Association employees will be required to admit to the building properly identified law enforcement officers duly empowered by warrant, subpoena or other court order or process. They will be directed to solely use the emergency stairs and not the residential private elevator. In such event, the Association, BOD, The Management Company and their employees shall not be liable for compliance with such warrant, subpoena and court order or process, unless such parties are the subject of any such warrant, subpoena or other court order or process.

2.1.6 Association staff personnel shall wear the uniforms approved by and provided for by the Associations at all times.

2.2 Moving In/Moving Out

2.2.1 All moves must be scheduled with the Management Company at least forty- eight (48) hours in advance and is on a first-come, first-serve basis. The Management Company will prepare the service elevator and ensure that padding is installed.

2.2.2 Moving times are available for reservation. Times are as follows: Monday – Thursday 9:00 a.m. to 5:00 p.m. On Saturday , Sunday and holidays no moving is allowed, absent authorization from the Management Company or the Association.

2.2.3 All moves are to be made only through the rear 1st floor service area of the building, not through the front lobby of the building.

2.2.4 The unit owner corresponding to those persons moving in or out must post a refundable moving fee (see fee section) in the form of a personal or certified check prior to the moving. No move can take place without payment of this fee. The unit owner corresponding to those persons moving remains responsible for the full cost of repair of any damage resulting from the moving party. The moving deposit may be applied to the cost of repair.

2.2.5 Movers and delivery persons may not obstruct the parking spaces in the rear service area or garbage pick-up. If garbage pick-up is prevented, any additional costs for an additional pick-up will be construed as damages and deducted from the deposit posted.

2.3 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.

2.3.1 Everyone must exercise extreme care to minimize noise. No continuous and intentionally created noise that is objectionable in adjacent units is permitted at any time. Owners are responsible for the noise created by their visitors, guests, tenants, tenants' guests, contractors, and pets. Any disturbance that can be heard outside of an owner's unit may be subject to a fine.

2.3.2 If an occupant experiences noise difficulties with another unit, he/she should first bring the matter to the attention of the Management Company. The Management Company will immediately attempt to contact the unit owner/resident generating the noise and ask for the noise level to be immediately reduced or eliminated completely.

2.3.3 No loud noises shall be permitted under any circumstances after 11:00 p.m. or before 8:00 a.m.

2.3.4 Cars and motorcycles must be equipped with an effective sound muffling device when parking within the building parking garage.

2.4 Parking Garage & Automobiles

2.4.1 Parking spaces shall be used only for the parking of one (1) operational motor vehicle. Example: a car and a motorcycle cannot be parked in the same parking space.

2.4.2 Owners, tenants, and their guests shall not park in any space other than their assigned parking space.

2.4.3 No parking is allowed in any area that is not designated as an official parking space.

2.4.4 Each parked operational motor vehicle must fit fully within the defined limits of the parking space and cannot extend past the length of the marked parking space or the vehicle may be towed. This includes any vehicle with an overhanging ladder or other items which extends into the driving area.

2.4.5 A parked vehicle must not obstruct access to adjacent spaces or pose a threat of damage to vehicles in the surrounding spaces. Furthermore, no vehicle may occupy a parking space so as to prevent occupants of a vehicle properly parked in an adjacent parking space from safely exiting or entering their vehicle.

2.4.6 It is the Management Company's prerogative to tow a vehicle improperly parked on the property, without limitations, after notifying the owner two (2) hour in advance. A vehicle owner who parks a vehicle improperly assumes the risk for vehicle damage and any damage resulting from the inconvenience and costs associated with towing.

2.4.7 Car alarms that activate inside the building parking garage must be silenced as soon as possible.

2.4.8 Neither the Association nor the Management Company shall be responsible for any loss, theft, or damage to any vehicle or any articles left inside any vehicle within the parking garage, or subsequently towed at the Management Company's request.

2.4.9 Owners of any vehicle used in the parking garage must provide proof of current automobile insurance, vehicle registration, and driver's license each year to the Management Company during the month of October.

2.4.10 Vehicles entering the garage have right-of-way priority over vehicles exiting the parking garage.

2.4.11 Any unsafe driving practices, including but not limited to, exceeding 5 mph are prohibited within the parking garage.

2.4.12 The concrete parking bumper within each assigned parking space may not be painted, written upon, moved or rearranged.

2.4.13 Cleanup of any leakage of auto fluid on to the garage floor is the joint responsibility of the vehicle owner and the owner of the parking space. If leaked auto fluid is not cleaned promptly, the association will clean the affected area and bill the owner of the assigned parking space.

2.4.14 Other than for emergency repairs (i.e. dead battery, flat tire), vehicles may not be repaired or serviced in the garage. Under no circumstances may a vehicle be left on blocks, jacks, etc. without the vehicle owner present.

2.4.15 Unless authorized by the BOD, washing of vehicles in the parking garage is strictly prohibited. Vehicle interior cleaning is permitted.

2.4.16 Parking spaces assigned to a unit may be sold or leased, or reassigned only to another other owner in the building. At no time will any unit owner have less than one (1) assigned parking space. Written documentation of the sale, lease, or assignment must be provided to the Management Company within ten (10) days of the sale, lease, or assignment.

2.4.17 No items of any type may be stored outside any vehicle in any of the parking spaces, the garage or suspended from walls, columns or ceiling.

2.4.18 No vehicles can display advertising signs on their vehicles within the parking garage.

2.4.19 All vehicles with an assigned parking space are to be registered with the Association.

2.4.20 Motorcycles, scooters and mopeds may not be parked on the common/limited area or in an assigned space that already houses a vehicle.

Disclaimer
Use of the parking garage is AT YOUR OWN RISK. By using the parking garage 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.

2.4.21 Replacement FOBS will only be issued upon return of damaged one, or sufficient identifying damaged pieces are presented to the concierge

2.4.22 Residents are prohibited from contacting towing firms to have vehicles towed, unless they are towing their own personal vehicle. Towing requests can only be initiated by the Association or the Management Company.

2.4.23 Upon arrival, all guests who may be staying more than two (2) days, upon request will be issued a temporary guest parking pass. The parking pass will indicate the unit, the number of days they are visiting and an expiration date that must be visible through the front windshield at all times.

2.4.24 Maximum height for entering the residential parking garage is 6'8". Thus, all drivers should be mindful of the height of their vehicle when entering the building.

2.4.25 It is the Management Company's prerogative to tow a vehicle improperly parked on the property, without limitations, after notifying the owner two (2) hours in advance. A vehicle owner who parks a vehicle improperly assumes the risk for vehicle damage and any damage resulting from the inconvenience and costs associated with towing.

2.4.26 Car engines must not be run in the garage any longer than necessary or for a maximum of fifteen (15) minutes.

2.4.27 Upon exiting the parking garage, all drivers should be mindful that they are crossing a sidewalk and should use the mounted mirror to visually determine if any pedestrians are approaching.

2.4.28 No boats, boat trailers, all-terrain vehicles, recreational vehicles, canoes, golf carts, mobile homes, or unlicensed off road all-terrain vehicles can be parked or stored in any parking space or on any portion of the common elements.

2.4.29 **Handicapped Parking**

Handicapped parking spaces are available on a first come first serve basis and may only be used by vehicles displaying proper Florida state issued 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.

2.4.30 **ELECTRIC VEHICLES**

The Association supports all energy efficient vehicles and is committed to enable owners to have the appropriate facilities. At the same time, such vehicles require the use of electricity services that must be paid for by the owner, and require proper safety devices to protect from electric shock and fire hazards. For those reasons, the Association has selected an approved vendor. Owners of electric vehicles must request the service from the Property Manager who will obtain a quote for the cost of installation and the procedure for obtaining the service from the Association's approved vendor.

2.5 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 totaling no more than 50 lbs. in weight. Domestic dogs, cats, birds not exceeding 12 inches in height, 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) Fish may be kept inside the Unit, subject to the provisions of the Declaration. e) Residents shall pick up all solid wastes from their animals and dispose of same appropriately. f) No animals with communicable or dangerous

diseases shall be kept under any circumstances in a Unit, or permitted upon the property. g) 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. h) 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. i) Animal owners must present a valid rabies inoculation certificate to the Management Office upon request. j) If an animal has an accident inside the building, it is the attending party's responsibility to report it and assist in seeing that 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. k) 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, it not possible, animals must be closely leashed such that they cannot touch another elevator passenger.
l) 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) Illegal breeds of animals shall not be permitted as pets in the Unit or upon the property.
c) All pets must wear identification tags at all times. Animal owners must present a valid rabies inoculation certificate to the Management Office upon request.

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.

2.5.1 Unit occupants may have two (2) permanent household pets (dogs, birds not exceeding 12 inches in height, and cats, excluding fish for which there is no limit on the number). Example: One (1) dog and one (1) cat is acceptable, but two (2) dogs and one (1) cat is not acceptable.

2.5.2 Pets that cause or create a nuisance or unreasonable disturbance, which includes without limitation: noise, smell and inappropriate or aggressive behavior or if they are deemed to be dangerous by the BOD may be permanently removed from the property.

2.5.3 The following aggressive breed of dogs are not allowed: Pit Bull, Rottweiler, Doberman, Presa Canario, Chow, Wolf Hybrid, Akita, Huskie or other breeds that are considered to be dangerous.

2.5.4 The maintenance, keeping, breeding, boarding and/or raising of farm animals, livestock, poultry or commercial raising of domestic animals (i.e. cats and dogs) is prohibited.

2.5.5 Weight limit (25) pounds

Registered service animals are exempt from this rule.

2.5.6 Exotic animals; Class I, II, III, as defined in Florida Fish & Wildlife Conservation Commission Administrative Code Rule: 68A-6.002 is prohibited.

2.5.7 Pets are the responsibility of their owners. Any damage to the building or its adjoining premises caused by pets will be assessed to the respective owner and possibly include fines.

2.5.8 Residential pet owners are required to keep their pets in good health and free from communicable disease. Residents who have a dog shall provide the Association with documents of rabies and any other mandatory vaccinations, as well as all licenses and registrations required under municipal, county, state or federal law during the month of March of each year. A certificate of liability insurance in the amount of $25,000 is required annually as well.

2.5.9 Dogs and cats shall be kept leashed (no more than six (6) feet in length) at all times while on the premises and outside of the resident's unit. Residents must restrain their dogs from jumping on, rushing at, growling at, acting aggressively towards or otherwise intimidating other residents and their pets.

2.5.10 Fish tanks are limited to one (1) per unit and are not to exceed one-hundred (100) gallons.

2.5.11 Pet owners shall be responsible for the collection and proper disposal of pet waste from all common elements and limited common elements as required by the City of Coral Gables and Miami Dade County Ordinance. Pet waste may not be disposed of in the building interior

area trash receptacles. A pet waste receptacle is provided on the outside of the building at the northeast corner.

2.5.12 Litter boxes and training pads for cats or dogs are prohibited on balconies, terraces and all common elements. The use of balconies or terraces as a pet toilet area is strictly prohibited.

2.5.13 Any resident with a litter box in their unit must dispose of used litter in a properly sealed container/bag.

2.5.14 Pet owners are responsible for any and all odors caused by their pets.

2.5.15 Animals shall not be left unattended for extended periods. Instances of pet neglect and abandonment will be referred to the proper authorities. The pet owner holds Association harmless from any report made to the proper authorities regarding the mistreatment of an animal.

2.5.16 Unattended pets are strictly prohibited on balconies or terraces. Pets are not to be housed on any balcony or terrace.

2.5.17 Dog owners shall not permit their dog to urinate or defecate on any part of the building, nor in/on building sidewalk.

2.5.18 In the case of a pet urinating or defecating in a common element, owners are responsible for the immediate cleanup of any waste material by their animal and for notifying the Management Company to address the soil stains. Any costs of clean up and replacement of any common element are the responsibility of the owner of the unit where the animal resides or was visiting.

2.5.19 Excessive barking is not allowed. This is defined as barking incessantly for more than ten (10) minutes, or repeatedly throughout the day OR DURING THE NIGHT.

2.5.20 Guests and visitors are not permitted to bring pets on the property.

2.6 Security

Keys, Fobs, and Garage Door Remote Controls

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 the Management Office may provide access to the Unit.

b) Fobs

Fobs may be purchased from/activated by the Management Office for $60 each. One (1) fob will be issued for each registered Resident. 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, (provided that the Unit has not been placed on restricted access), and designated parking space.

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.

The Fob of any Unit Owners or Resident who terminates their ownership interest or residency shall be deactivated.

Fobs are not transferrable or assignable.

c) Garage Door Remote Controls

Garage Door Remote Controls may be purchased from/activated by the Management Office for $60 each. One garage door remote control will be issued for each assigned parking space.

2.6.1 All owners and tenants are required to use their key access fobs when entering the residential lobby and rear service area exit door. Each residential unit will be limited to TWO (2) fobs. Any additional fobs or garage door remote controls shall be as may be approved by the Board and pursuant to any fee set forth in these R&R .

2.6.2 Except for owners, residents and tenants, all visitors entering the building must sign in at concierge desk upon entry. The concierges shall verify the identity of any visitor or guest requesting access before permitting access.

2.6.3 Replacement key fobs (in the event of loss, theft or damage) may be obtained at a cost through the Management Company (see fee section). Each replacement key fob issued will require the deactivation of a previous existing assigned key fob.

2.6.4 Residents should never leave their unit doors unlocked. Residents are urged to double lock their doors if possible. Also, lock their automobiles at all times.

2.6.5 All common element and limited common element doors must remain closed and locked at all times.

2.6.6 The building's residential front lobby doors and service garage gate shall be kept locked at all times. Residents must have a key fob to enter the residential front lobby entrance.

2.6.7 Registration

a) Residents

All Residents over the age of 18 must be registered with the Association 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 9:00 a.m. to 8:00 p.m., 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 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 parking spaces and Units located in the building. Services may not be advertised.

All residential visitors and contractors are required to report to the front desk for registration.

2.6.8 If a guest, visitor, or client has requested access into the parking garage, the owner or resident must request approval in order to have the concierge's desk provide access.

2.6.9 No one is permitted behind the concierge's desk for any reason, including but not limited to, use the computer, use the phone, view the security camera, or retrieve documents or deliveries, without the approval of the concierge or Management Company.

2.6.10 For security reasons, never label keys or fobs with an address or unit number in case they are lost or stolen.

2.6.11 Do not allow anyone to follow you into the front lobby of the building or rear entry door unless you know them. If this happens, do not confront them, but immediately contact the concierge's desk.

2.6.12 Do not allow anyone to follow you (tailgating) into the parking garage. If someone is tailgating you into the garage, please notify the concierge's desk immediately. Write down the make, color, and model of vehicle, as well as the location where they parked.

2.6.13 In case of an emergency originating in or presenting a threat to any unit, regardless of whether the owner/renter is present at the time of such emergency, the Association or any other person authorized by it shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency.

2.6.14 Unit owners are encouraged to not change the original lock of the rear service door in their unit. If a unit owner changes this lock, we encourage that the key and or code be provided to a family member, another unit owner they trust or the Management Company. The information should be communicated to the Management Company in writing by the owner as to who has keys and the local phone number of said person to be contacted in the event of an emergency.

2.6.15 If a resident has changed the locks and keys are not available and a circumstance that requires a forced entry arises, the unit owner, not the Association or Management Company will bear the expenses of lock replacement and any damage incurred to the door and/or door frame.

2.6.16 If you notice anyone or anything suspicious, report it immediately to the concierge and/or the Coral Gables Police Department by calling 911. Always write down any information that may assist the Association or Police in their investigation of an incident. License numbers,

dress, color of hair, approximate height and weight, race and build are very helpful. Do not trust your memory; WRITE IT DOWN!!!

2.6.17 No one is allowed to use an emergency exit for any other purpose other than exiting during an emergency. These doors are not be used as a door of convenience.

2.6.18 Owners and their tenants must provide and maintain updated telephone numbers, emails and mailing address, as well as emergency contact information to the Management Company. This information will not be made public to other unit owners or residents, excluding the BOD. This information is for the sole purpose to effectively communicate between the BOD, the Management Company, and all unit owners and residents.

2.6.19 Under no circumstances can owners or tenants allow the use of their fob entry devices by others, unless they authorize a guest to use the unit while the owner is away.

2.6.20 The Lobby area may be used by a Unit owner or resident for a private meeting, party, or event not to exceed twenty five (25) persons for a period not to exceed four (4) hours provided there is advance approval by the Board. A $250 refundable deposit paid to the Association in advance is required to cover any costs. Any vendors must provide a certificate of insurance naming the Association as an insured.

2.7 Solicitation

2.7.1 There shall be no solicitation by any person anywhere on the property except the mail room, without a prior request in writing and the prior approval by the BOD. This does not include any notice distributed by the Management Company as a means of informing owners, residents and business.

2.8 Smoking

2.8.1 Smoking is prohibited in all indoor common areas of the Condominium, including but not limited to the lobbies, elevators, hallways, stairwells. 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. **This is a smoke free building!**

2.9 Television, Internet & Radio Antennas/Satellite Dishes

2.9.1 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.

3.0 Unit Rentals & Sales

3.0.1 Owners selling their unit must request an Estoppel letter from the Association prior to closing and pay all fees due for the unit before or at the closing.

3.0.2 All potential owners or tenants must go through an application process. Application shall be reviewed by the Management Company and the Board and approval by the Board is required.

3.0.3 New owners and renters must show a release from the Association showing that all fees assessed to the unit have been paid and the account is current in order to receive access to the unit.

3.0.4 Approval guidelines to purchase a residential unit require that the applicant not being a registered sex offender (Florida Stature Chapter 794.065). Application review costs will be at the renter's/buyer's expense (see fee section).

3.0.5 The minimum lease duration is six (6) consecutive months.

3.0.6 Any and all subleasing is strictly prohibited.

3.0.7 All fines associated with rental units, including tenants, visitor or guests of tenants will be assessed against the unit owner.

3.0.8 Prior to closing or leasing, owners, as well as renters, are required to submit to the Management Company a written acknowledgment signed that they have received and read a complete copy of the Rules and Regulations of the condominium, prior to occupying the unit. (See Appendix A)

3.0.9 A refundable security deposit for moving in or out (see fee section) shall be received by the Association from the new owner or renter before access will be allowed to occupy any unit.

Failure to comply with this provision shall be grounds for denial to access to the building elevators.

3.0.10 There shall be no “For Sale”, “For Rent” or “Garage Sale” signs exhibited, displayed or visible from the interior or the exterior of the common elements. No signs advertising residential space may be posted on the windows, balcony, or terrace of a residential space.

3.0.11 No “Open House” visitors will be permitted in the building without a licensed Realtor or the Unit owner at any time. Unit owners or realtors must meet their visitors at the lobby entrance.

3.0.12 Open houses for units for sale are permitted only weekdays 09:00 a.m. to 5:00 p.m. and weekends 12:00 p.m. to 5:00 p.m.

3.0.13 All renters must present a current lease agreement, and a release from the Association showing that all fees have been paid to date.

3.0.14 Estoppel Letter will be charged at a cost (see fee section).

3.1 Unit Use and Maintenance

3.1.1 No unlawful, obnoxious or offensive activity shall be conducted in any unit or in the common elements. Nothing shall be done thereon, either willfully or negligently, which may be or become a danger, annoyance or nuisance to the other owners or occupants.

3.1.2 Owners and tenants are responsible for maintaining their units such that they pose no safety or health hazard to the unit occupants or other building residents. Each unit is to be maintained in good operational order.

3.1.3 Each unit owner is responsible for the maintenance and repair of interior walls of units, appliances, heating and air-conditioning units, plumbing, electrical, fixtures, and flooring.

3.1.4 Maintenance, repair or replacement of light bulbs and the electrical problems located within the unit is the responsibility of the unit resident. This includes the private elevator foyer of each residential unit.

3.1.5 Fire sprinklers, smoke detectors, fire alarm speakers inside individual units must be functional at all times, and must not be removed or altered.

3.1.6 No unit may be divided or subdivided into a smaller unit.

3.1.7 No flammable, combustible, explosive, or other types of hazardous materials shall be kept in any unit, including Liquid Propane (LP) gas tanks.

3.1.8 Motorcycles, scooters and mopeds, or similar vehicles with fuel tanks regardless if they are full or empty, cannot be stored within a unit.

3.1.9 Occupancy and Use Restrictions. Each Unit shall be used only in accordance with applicable law and approvals and permits issued for the improvements, and for no other purpose. Each Owner understands and agrees that it shall be bound by all land use and zoning designations and all City, County and State laws, codes, ordinances and regulations and hereby releases the Developer (its members, and its and their partners, shareholders and employees) from any and all liabilities and or damages resulting from the same.

3.1.10 Home office use of a Unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or any part of the Condominium Property. The provisions of this Section shall not be applicable to the Units owned by the Developer, who has the authority to do without Unit Owner consent or approval, and without payment of consideration, for model apartments, sales, re-sales and/or leasing offices and or for the provision of management, construction, development, maintenance, repair and/or services.

3.1.11 Unless otherwise determined by the Board of Directors, and except as may be otherwise provided in this Section, a person(s) occupying a Unit for more than one (1) month, without the Unit Owner or a member of his family being present, shall not be deemed a guest but, rather, shall be deemed a lessee for the purpose of said Section (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Section which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of the Declaration of Condominium pertaining to the approval of leases, and the Board of Directors shall enforce, and the Unit Owners shall comply with, same with due regard for such purpose. In no event shall occupancy (except for temporary occupancy by a guest) exceed two (2) persons per bedroom and one (1) person per den.

3.1.12 At no time shall anyone dispose of grease by pouring it down a sink or any other water drain. Also, any toilets or other water drain inside the unit or in the common elements must not be misused such as disposing of sweepings, trash, rags, diapers, sanitary napkins or any other foreign substances. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.

3.1.13 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.

In order to avoid mold & mildew within a unit or an adjacent units, residents must maintain an internal temperature of no more than 76° Fahrenheit and humidity level below 50% using the HVAC system, and should also keep doors and windows closed at all time.

3.2 Waste Removal (Trash)

3.2.1 In consideration of those residents whose units are near the trash chute, use of the trash chute is prohibited from 11:00 p.m. through 6:00 a.m.

3.2.2 Nothing other than typical household waste that may be easily and securely contained in a twenty (20) gallon or smaller trash bag may be thrown down the trash chute.

3.2.3 Utilization of the trash chute for furniture, construction materials, boxes, packing/shipping materials, plant/landscaping waste, or heavy/oversize items is strictly prohibited. Items which do not fit inside the trash chute must be taken down and placed in the large trash dumpsters located on the 1st floor rear service area.

3.2.4 No hazardous, explosive, flammable materials, toxic or environmentally unsafe materials may also be thrown down the trash chute.

3.2.5 Cardboard boxes must be broken down and placed in the corresponding trash chute area.

3.2.6 Recycling of newspapers, metal cans, glass and plastic is encouraged. The building's recycling containers are located in the trash chute areas. Metal cans, plastic and glass must be washed before placing them in the containers to avoid odors and pests. Do not put plastic bags in with the newspapers.

3.2.7 Glass containers must be secured in a garbage bag before disposed in the trash chute.

3.2.8 No loose trash or liquids of any kind is to be thrown in the trash chute or dumpsters. All trash must be securely bagged.

3.2.9 The Management Company should be contacted regarding the proper disposal of unusually large or heavy items. Owners will be responsible for any cost incurred by the Association to remove such items.

3.2.10 No trash may be placed outside of the trash chute.

3.2.11 Live Christmas trees must be properly bagged prior to entry or exit of the building, to avoid the spread of needles and sap.

3.2.12 No trash is to be left in common elements for any reason. Items found in any common areas including the parking garage, lobby, hallways, corridor AC closets and refuse rooms will be deemed abandoned and discarded without notice.

3.2.13 The trash chute door and room door should be kept closed at all times.

3.2.14 Fats of any kind, liquid or solid, and fibrous vegetables must not be put into sink garbage disposals. Doing so causes pipes to clog, which in turn causes sink backups and ultimately water damage.

3.3 Water Leak Damage

3.3.1 Each owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, A/C units, water heaters and shower stalls inside their respective unit. Water damage, including damage to other units or common elements, caused by leaks within a unit is the responsibility of that unit owner.

3.3.2 All repairs must be done by a licensed and insured contractor. This documentation must be provided to the Management Company prior to work beginning.

3.3.3 All work that requires a permit must be provided to the Management Company prior to work beginning.

3.3.4 In case of water leak/flooding emergency originating in a unit and presenting a threat to any dwelling, regardless of whether the owner is present at the time of such emergency, the Association or any other person authorized by it, shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency.

3.3.5 Water leaks from an adjacent unit should be resolved between both owners. If unable to resolve within a reasonable time, either party may ask for the Management Company to intervene. If water continues to leak from a unit to an adjacent unit and all parties are unable or unwilling to resolve the problem, the Management Company will inspect, fix and bill the appropriate owner of cause.

3.4 Water Usage

3.4.1 You are urged to use water wisely even though this utility is included in your monthly Association assessment. Should your unit experience any water leaks, please inform the Management Company immediately.

Appendix A

Rules and Regulations Receipt

These Biltmore Parc Condominium Association Inc. Rules & Regulations govern all residents & owners. Please read them carefully.

In order to confirm everyone has received a copy of the Rules and Regulations, please complete this form and return to the Management Company prior to the sale, lease, or occupancy of the unit. Thank you for your compliance.

We the undersigned have read, understand, and agree to abide by the Rules and Regulations of Biltmore Parc Condominium Association, Inc.

Signature of Owner or Renter

Unit # _____

Date _____

Appendix B

Contractor Proof of Insurance Requirement

The standard terms of insurance requirements by GC or Subcontractor are;

1- General Liability Insurance binder must name Biltmore Parc Condominium Association as an additional insured on the policy.
2- Workers Compensation exempt are not allowed.
3- Workers Compensation issued by a Leasing Company is not allowed.