

EXHIBIT 'A'

Condominium Association, Inc Rules & Regulations

Cassa Brickell Condominium Association, Inc. has certain use restrictions and covenants, along with reasonable rules and regulations, which are intended for the community's best interests. They aid in helping to maintain the beauty and tranquility of the area and preserve property values. There are rules and regulations and use restrictions on architectural modifications, parking, conduct of residents and guests, refuse disposal, pets, signs and exterior antennas, sales and rentals, among others. These rules and restrictions are completely contained in the Association's Governing Documents; however, some matters of interest have been briefly outlined for you in this publication. Solely for your convenience, the Governing Documents are: The Declaration of Condominium, The Articles of Incorporation, and The By-Laws, and such documents may be amended from time to time. The Declaration of Condominium contains Covenants, Conditions and Restrictions on the use of the property, of which are filed with the County's real estate records, like your deed, and bind the community and its occupants even as your property changes hands. The Articles of Incorporation and By-Laws supplement and implement the Declaration of Condominium. New owners are urged to read the Governing Documents of the Association. Whether you are a unit owner or a tenant, your interest and cooperation is needed to maintain the aesthetics and harmony of this community. Certain use restrictions and rules have been outlined for you in this publication, solely for your convenience, and may be amended from time to time. Your interest and cooperation is needed to maintain the aesthetics and decorum of this community. Every Unit Owner and occupant shall comply with the rules set forth herein with, any and all rules and regulations which from time to time may be adopted, and with the provisions of the Declaration and Bylaws, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners for specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

Access Control Key Fobs

Residents may purchase additional key fobs for immediate family member residents at a cost of \$50/per fob and subject to availability. Lost fobs will be deactivated. During the building start-up, additional key fobs may be limited until all 80 units have completed orientation and all unit owners have received their initial fobs.

Garage Access Parking Stickers will be programmed for garage access to Unit Owners and Tenants only. Each resident will be required to provide a valid and current vehicle registration in the name of the approved resident who is requesting access. Garage Access may not be transferred to another vehicle without Managements approval.

Advertising

Commercial advertisements shall not be posted or circulated on, or around, the property nor shall solicitations of any kind be made in the building facilities or upon the property's stationery without the prior approval of the Management Office and Board of Directors. Other than as permitted by the Management Office, no petition shall be originated, solicited, circulated, or posted within the Condominium property.

Attire

It is expected that the residents will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Association when using the Lobby and other Common Areas. Bathing suits may only be worn in the pool and pool deck areas. Cover-ups, shirts and shoes must be worn at all times. It is also expected that residents will advise their guests of the dress requirements.

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Automobiles

Residents must have their vehicles registered with the Department of Motor Vehicles and display a current license plate. The vehicle must be legally operable and in good operating condition. Vehicles leaking fluids must be repaired immediately; however repairs are not permitted on the property. Moreover, the Association assumes no responsibility or liability resulting from damages or losses from a resident's vehicle or property within the vehicle. Guest parking is subject to availability.

Vehicles may be towed if they do not have a current license plate, are inoperable, or they have alarms or horns sounding for an extended period of time. Vehicles may be reclaimed from the towing company that is posted at the parking lot entrances. The term "Operable," means that the vehicle shall have air in the tires, it shall have all major components intact (including glass), and it shall not be used to store items. Vehicles may be towed if they are illegally parked; any vehicles, with or without a permit, parked by the yellow curbs in front and in back of the building, across or on top of a yellow line, on any area or access roads marked by yellow lines, in striped areas next to handicapped spaces, on landscaped areas, and in fire and/or emergency areas or any other posted "No Parking" areas may be towed (at owner's expense). If any vehicle is in violation of the parking rules, it may be towed without any warning. Vehicles parked in restricted areas may be towed immediately.

Vehicles shall be towed from designated "Handicapped Spaces" if:

- **They do not display a State legal and un-expired Handicap Parking Permit;**
- **They are found parked in a striped space adjacent to, but part of a Handicap Space; and**
- **Handicapped Parking Permits are not registered with the Management Office.**

Balconies & Terraces

Your balcony or terrace is an important part of the overall appearance of the building. To insure that all balconies and terraces remain attractive, the Association requests that the following rules are observed:

- Curtains and drapes (including linings), which face the exterior windows or doors, shall be white or off-white in color. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items (at the owner's expense).
- Terraces may not be enclosed, covered with an awning, increased in size or altered in configuration.
- Without first obtaining the prior written approval of the Board, no articles other than patio-type furniture shall be placed on the balconies, patios, terraces and/or other Common Elements or Limited Common Elements. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, patios, terraces, railings or other portions of the Condominium or Association Property.
- Owners or occupants shall not permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property, any dirt, cigarettes or other objects and/or substance onto any of the balconies, patios, terraces or elsewhere in the Building or upon the Common Elements. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the Condominium Property or Association Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.
- Unit Owners or occupants may NOT install window air conditioning units. No Unit shall have any aluminum foil placed in any window or glass door, or any reflective or tinted substance placed on any glass, unless approved in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
- You are responsible for maintaining the highest level of sanitation and upkeep of your balcony/terrace. You are responsible for maintaining all balcony/terrace, floor patio and/or sealants, drains (if applicable) and waterproofing materials in good working order and shall maintain all balcony/terrace, floor patio and/or surfaces (exclusive of railings) with the compatible materials necessary to achieve the expected upkeep of all such existing materials when each begins to show signs of wear (subject to the prior approval of the Association with respect to material, color and the like).

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- Stickers, adhesives and other foreign objects are not permitted on (or inside) your windows.
- No Unit Owner or occupant shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings or windows of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
- No barbecues or outdoor grills may be installed, stored or operated on covered Balcony's or Terrace.
- No bicycles or the like may be stored on your terrace.
- If you will not be in residence during unusual weather, please remove all movable objects from your terrace.
- The Board will have the right to approve the exact material to be used on balconies, terrace, and/or patios. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom, and the Association has the right to require immediate rectification of violations. No cutting of any material is permitted outside of your Unit, including on the balcony. The Owner's responsibility for compliance herewith includes, but is not limited to, meeting all other requirements of the Association such as obtaining permits, insurance for the Association and must be installed prior to the Residential Unit being occupied.
- The installation of any improvement or heavy object, excepting typical outdoor furniture, must be submitted to and approved by the Board, and be compatible with the overall structural design of the building.
- No Residential Unit Owner shall install and/or affix television antennae or satellite dishes, which in any manner change the appearance of any portion of the building or the exterior of said Unit, without obtaining the prior written consent of the Association.
- Smoking is not permitted on balconies.

Bicycle Rack

The Bicycle Rack areas are located on the Basement floor of the parking garage.

The Rules of these areas are as follows:

- Bicycles must be registered with the Management Office.
- Maximum two (2) bicycles per unit.
- Space is limited and available on a first come, first serve basis.
- All bicycles must be operable.
- Bicycles should be kept under lock (of your choosing) and Management, its agents, will not be responsible for lost and/or theft,

Children

Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises by children will not be tolerated. Children under the age of sixteen (16) must be accompanied by an adult when entering, and/or using the recreational facilities and common areas.

Commercial Trucks, Trailers, Campers And Boats

No commercial trucks, buses or any commercial vehicle, excluding police vehicles, shall be permitted to be kept, stored or parked in any portion of the parking garage. Trailers, campers, recreational vehicles, house trailers, boat trailers, or boats shall not be parked in the parking garage. No vehicle shall remain on the Condominium Property unless it has current state license plates, a current inspection sticker and complies with all other applicable laws. Repairing vehicles of any kind shall not be permitted on any portion of the Condominium Property.

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Common Areas

- The recreational and common areas of the Association are for the exclusive use of Association members, their immediate families and houseguests.
- All residents must accompany guests while in the common areas of the Association.
- The front entrance of the lobby is reserved for residents and their guests only.
- All deliveries and service personnel must use the service/receiving entrance and service elevators.
- Animals must either be carried and/or kept on a leash when in the Common Elements located within the Building and in designated areas.
- The sidewalks, entrances, passages, lobbies, hallways, and like portions of the Common Areas shall not be obstructed nor used for any purpose other than ingress and egress to and from the Condominium property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored thereon, except in the areas (if any) designated for such purposes.
- Smoking is not permitted.

Employee Supervision

No person may abuse any of the employees, verbally or otherwise. All employees of the Association are under the supervision of the Community Association Manager and no person shall reprimand or discipline any employee, nor request that an employee leave the property for any purpose. Any employee not rendering courteous and prompt services should be reported to the Management Office immediately.

Fireworks/Flammable Substances

Absolutely no fireworks are permitted anywhere on the Association property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Association. No flammable, combustible or explosive fluids, chemicals, or substances shall be kept in any Unit or on the Common Elements, other than as is reasonable and customary in vehicles and/or in cleaning supplies. Please notify the Management Office of any spills or suspicious liquids immediately.

Fitness Center

- The Fitness Center is located on the 10th floor of the property. The Rules of these areas are as follows:
- Maximum Capacity: 14 persons
- Fitness Center Hours: 6:00 A.M. - 10:00 P.M.
- Use of the facility is restricted to Unit Owners, Residents and their registered guests.
- Visitors or guests must register at the Front Desk and must be accompanied by the Resident at all times.
- Children under the age of sixteen (16) are not permitted to use of this facility.
- Each Unit Owner, Resident, Occupant, or Guest uses the facilities and equipment at his/her own risk.
- The Association assumes no liability.
- Sneakers and other proper attire must be worn at all time. No one shall be shirtless while in the facility.
- Wet bathing suits are not permitted.
- Smoking is not permitted.
- Pets are not allowed in the facility (unless registered and certified service animals).
- Food is not permitted. Beverages are permitted only in capped beverage containers.

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- A/C shall be kept at a reasonable temperature, or between 72 - 74 degrees.
- Equipment and/or lights must be turned off when leaving.
- A time limit of one half-hour is suggested among users when someone is waiting to use the same equipment.
- Audio devices, such as smart phones, iPads, radios, CD players, etc. are permitted only with headphones when a second person is present.
- Misuse of equipment or improper conduct towards others or any violations of these rules can result in Unit Owners and/or their registered Guests to have their own usage of amenity privileges revoked (i.e. barred from use of the facilities).
- All problems should be reported to the Management Office or the Front Desk if after regular business hours.

Garage

The garage is for the sole use of Unit Owners, Tenants and Valet. Each parking space is designated for motored vehicles, not for motored marine vehicles or storage purposes.

During Valet Operation hours, customers may not retrieve their own car. In the event there is an accident in the garage, a valet attendant will escort the owner of the vehicle to its location. Additionally, all cars will be inspected by a valet attendant on duty prior to entering the vehicle into the garage. Any discrepancies or damages found on a car will be noted on the parking ticket and identified in the presence of the driver.

Heated Pool

- The heated Pool is located on the 10th floor of the property. The Rules of these areas are as follows:
- Bathing load: 17 persons
- Pool Hours: 6:00 A.M. to 10:00 P.M.
- Furniture on Pool Deck, including chairs and cushions, must not be removed from the areas.
- All loungers and/or seats are first-come, first-served and may not be reserved by anyone.
- The Association is not be responsible for any items left unattended or removed from common area(s).
- Non-swimmers must be accompanied and supervised by a trained swimmer at all times.
- All persons entering the pool must shower before entering the water.
- Use of pool within 24 hours of stomach illness, such as diarrhea is not allowed.
- No animals are allowed in the pool area (unless registered and certified service animals)
- No glass items are allowed in the pool area.
- All persons who are not potty-trained must wear swim diapers. An adult must accompany and supervise infants and toddlers in the pool at all times.
- Nude swimming or sunbathing is not allowed.
- Pool games are allowed as long as those` games do not disturb Residents, Guests, or Visitors. Any persons engaged in a pool game must refrain from doing so, should it become a nuisance to any of the Residents, Guests, or Visitors, or should it, at the sole discretion of Management, be a hazard to the Association. Damage to Association Property or its Residents, Guests, or Visitors shall be the responsibility of the person(s) causing such damages and/or their parents, if under the age of 18 years.
- All cushions, on pool chairs and the pool lounge chairs, must be covered with a towel.
- No musical instruments or sound systems, other than headsets, can be used at the pool deck.
- In order to protect the integrity of the umbrellas and avoid bodily injury the use of the umbrellas will be temporarily discontinued when strong winds occur. This decision will be at the sole discretion of Management.
- Smoking is not permitted.

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Insurance

The Unit Owner and/or Resident is recommended to insure all personal property within the Unit or the limited common elements, hard surface flooring, wall finishes and ceiling coverings, electrical fixtures, appliances, water heater(s), water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing. Accordingly, any policy obtained by the individual Unit Owner should provide coverage for the above-referenced items. Individual Unit Owners and/or occupants are recommended to maintain insurance for Hazard and Liability on their Unit whether they have a mortgage or it is paid in full and shall be required to furnish a copy of such to the Association upon request.

Interior Dining Room

The Interior Dining Room is located on the 10th floor of the property. The Rules of these areas are as follows:

- Maximum Capacity: 20 persons
- Interior Dining Room hours: 6:00 A.M. to 10:00 P.M.
- For private events, a refundable \$500 deposit is required to reserve the Interior Dining room, all dues must be current and the room is available on a first come, first serve basis only. Deposits will be released upon inspection at the completion of event.
- Each Resident is responsible for the cleanliness of the equipment, finishes and areas.
- Residents will be required to provide their own utensils, flatware, supplies, etc.
- The equipment and furniture, including chairs, tables and cushions, cannot be removed from the areas.
- The Association will not be responsible for any items left unattended or removed from area(s).
- Children must be accompanied and supervised by an adult at all times.
- No animals are allowed (unless registered and certified service animals).
- Damage to Association Property by Residents, Guests or Visitors shall be the responsibility of the person(s) causing such damages and/or their parents, if under the age of 18 years.
- Physical games and/or sports such as baseball, soccer, football, ball throwing, etc. are not permitted.
- No musical instruments or sound systems, other than headsets, may be used in the area.
- **Smoking is not permitted.**
- Scooters, roller blades, bicycles, skateboards, or other mechanical recreational equipment are not permitted.

Leasing of Units

Leasing of Units shall be subject to full disclosure to the Association. No portion of a Residential Unit (other than an entire Residential Unit) may be rented. Every lease shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles Of Incorporation or By-Laws of the Association, or other applicable provision of any agreement, document or instrument governing the Condominium or administered by the Association. No lease of a Residential Unit shall be for a period of less than three (3) months and no Residential Unit shall be leased more than four (4) times in any twelve (12) month period.

Every lease shall be in writing and shall specifically provide (or, if it does not, shall be automatically deemed to provide) that (a) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all applicable Exhibits), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same), and (b) the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document, or instrument governing the Condominium Property or administered by the Association.

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The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefore. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. If so required by the Association, a tenant wishing to lease a Unit shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

An application processing fee of One Hundred and Fifty Dollars (\$150.00) for domestic residents is required in the form of a check, money order or cashier's check made payable to Cassa Brickell Condominium Association, Inc. A separate \$150.00 application fee must be paid for each additional individual over the age of eighteen (18) anticipated to reside in the Unit, spouses excluded. Payment must be made with the submittal of a fully completed Lease Application Package. At no time are fees refundable. All International applicants will charged an application processing fee of One Hundred and Fifty Dollars (\$150.00) and the follow the same application procedure.

Lobby

The Lobby is located on the 1st floor of the property. The Rules of these areas are as follows:

- Maximum Capacity: 157 persons
- Lobby Hours: Open daily, 24 hours per day
- Shoes and proper attire is required at all times.
- Scooters, roller blades, bicycles, skateboards, or other mechanical recreational equipment are not allowed.
- Smoking is not permitted in the lobby.

Lounge

The Lounge is located on the 10th floor of the property. The Rules of these areas are as follows:

- Maximum Capacity: 44 persons
- Lounge Hours: 6:00 A.M. to 10:00 P.M.
- The Lounge is open daily for residents, however, all parties and/or special events will require a refundable \$500 Deposit to reserve the Lounge, all dues must be current and the room is available on a first come, first serve basis only. Deposits will be released upon inspection at the completion of event.
- **Smoking is not permitted.**

Noise

Share in the mutual courtesy of your neighbors by avoiding unnecessary noise. In order to ensure that the rights of all residents are respected, the Association requests that you comply with the noise restrictions set forth in your Condominium Governing Documents. Construction and carpentry work within residences can only be done Monday – Friday, between the hours of 8:30 A.M. and 4:30 P.M., these activities are not permitted on nationally observed public holidays.

Nuisances

No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by the Declaration shall be deemed a nuisance. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

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Personal Services

No person shall request special personal services from employees of the Association whom are on duty or the personal use of the property's furnishings or equipment, which are not ordinarily available for use by such person. Please note that employees of the Association may not have or hold any employment or contractual relationship that would create a continuing or recurring conflict between the employee's duties or that would impede the full and faithful discharge of the employee's duties.

Pets

Pets may be maintained in a Unit provided that such pets are: (i) permitted to be so kept by applicable laws and regulations, (ii) are not left unattended on balconies, terraces, patios and/or in lanai areas, (iii) generally, not a nuisance to residents of other Units or of neighboring buildings, and (iv) not a breed prohibited by applicable law or considered to be dangerous or a nuisance by the Board of Directors (in its sole and absolute discretion); provided that neither the Developer, Developer's Affiliates, the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Developer, Developer's Affiliates, the Board of Directors, each Unit Owner and the Association in such regard. Dogs and cats 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. Each Owner, or other person with a pet on the Condominium Property shall be responsible for picking up and properly disposing of all excrements. The Unit Owner must promptly repair any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet. The Association retains the right to affect said repairs and charge the Unit Owner therefore. A violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the Bylaws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.

For the safety of your pet(s) and that of other residents and guests, pets are not allowed in the gym and/or at the poolside unless registered and certified service animals with the Management Office.

Political/Religious Function

The Condominium may not be used for functions, that are related to past, present, or future fund raising efforts for the benefit of a political cause, except as specifically permitted by the Board of Directors. The building facilities shall not be used in connection with organized religious services unless otherwise determined by Board of Directors from time to time.

Pool/Amenity Deck

The Pool/Amenity Deck is located on the 10th floor of the property. The Rules of these areas are as follows:

Maximum capacity: 62

Pool/Amenity Deck hours: 6:00 A.M. to 10:00 P.M.

No animals are allowed on the pool deck or in the pool.

No glass items are allowed on the pool deck.

Pool deck games are allowed as long as those do not disturb Residents, Guests, or Visitors. Any persons engaged in a pool game must refrain from doing so, should it become a nuisance to any of the Residents, Guests, or Visitors or should it, at the sole discretion of Management, be a hazard to the Association. Damage to Association Property or its Residents, Guests or Visitors shall be the responsibility of the person(s) causing such damages and their parents, if under the age of 18 years.

Physical games and/or sports such as baseball, soccer, football, ball throwing, etc. are not permitted on the pool deck.

No musical instruments or sound systems, other than headsets, may be used at the pool deck.

Smoking is not permitted on the pool deck.

Scooters, roller blades, bicycles, skateboards or other mechanical recreational equipment are not allowed to be used at the pool deck.

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Sale & Lease Procedures

In order to maintain the security, both financially and physically, of the Association and its members, the Association has adopted, consistent with the provisions of the Condominium Documents, the following rules regarding the sale or lease of Units:

Sale

A Prospective purchaser must complete all information requested on the sale package at least fourteen (14) days prior to any scheduled closing date. The sale package is available from the Management Office.

The new Owner is required to attend an orientation session with Management to familiarize himself/herself with the building prior to move-in.

Real Estate Agents

Owners must register all listing agents with the Management Office. A copy of an executed listing agreement for the applicable Unit(s) must be provided to the Association.

Real Estate Agents must be pre-registered with the Management Office by the Owner themselves. Once designated by the Owner, the Real Estate Agent must pre-register all individuals within the realty group that may, from time to time, be called on to show a Unit. Real Estate Agents not on the approved list for a particular Unit will not be granted access.

All Real Estate Agents must register at the Front Desk upon arrival, identify all visitors, accompany all prospects to the Unit while on the property, and must have their own key for entry into the Unit (the Front Desk and/or the Management Office will not hold keys for Real Estate Agents).

Owners are responsible for providing the unit key to the listing agent.

Lock-boxes are not permitted on the property.

Open houses are not permitted.

Showing of Units are reserved exclusively from Monday through Sunday 9:00 A.M. to 6:00.P.M. and are limited to three (3) persons at any given time (agent and two (2) other clients).

Management staff will not hold unit keys from Owners for use by listing agents.

Lease

Prospective lessee must complete a Lease Application at least thirty (30) days prior to any scheduled lease commencement date. The application is available in the Management Office.

A copy of the lease contract must be provided to the Management Office along with the application prior to any move-in.

No lease of a Unit shall be for a period of less than ninety (90) days and no unit shall be leased more than four (4) times in a twelve (12) month period.

If so required by the Association, an Owner wishing to lease a Unit shall be required to place in escrow with the Association a reasonable sum (the equivalent of one (1) month's rent), which may be used by the Association to repair any damage to the Common Elements and/or Association property resulting from acts of omissions of tenants.

The Association may charge a processing fee in connection with the application of any lease or per applicant.

Lessee must attend an orientation session with Management to familiarize himself/herself with the Building prior to the issuance of the lease approval.

Please refer to the Declaration of Condominium for Cassa Brickell Condominium Association, Inc.

Lessee(s) will not be permitted to move in until the required forms are completed and signed, the necessary fees are paid, and the new residents have met with Management. When a Unit is leased a lessee shall have all use rights in the Association Property and those Common Elements otherwise readily available for use generally by the applicable Owner, and the Owners of the leased Unit shall not have such rights, except as a guest, unless the lessee waives such rights in writing.

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All Owner fobs and access devices will be deactivated for the term of any lease of their Unit(s), to include, but not be limited to, the garage. All lessees must abide by the Condominium Documents, including, but not limited to, the Rules and Regulations.

Fees

Prior to occupancy of the Unit, Lessee shall be required to place in escrow with the Association a refundable security deposit equivalent to the sum of one (1) month's rent. The Lessor shall be jointly and severally liable with the Lessee to the Association for any amount in excess of such sum, which may be required by the Association to affect such repairs. Such as security deposit shall be administered in accordance with Part II of Chapter 83, Florida Statutes. Lessee shall not be entitled to interest on the security deposit.

Sauna

The Sauna is located on the 10th floor of the property. The Rules of these areas are as follows:

- Bathing load: 5 persons
- Pool Hours: 6:00 A.M. TO 10:00 P.M.
- No animals are allowed in the sauna.
- No glass items are allowed in the sauna.
- No one under the age of sixteen (16) years old is allowed unless accompanied by an adult.
- Swimming attire must be worn at all times while in the sauna.
- No musical instruments or sound systems, other than headsets, may be used at the pool deck.
- Smoking is not permitted in the sauna.

Spa (Heated)

The Spa area is located on the 10th floor of the property. The Rules of these areas are as follows:

- Bathing load: 5 persons
- Pool Hours: 6:00 A.M. TO 10:00 P.M.
- Swimmers must shower before entering the spa.
- No animals are allowed in the spa.
- No glass items are allowed in the spa.
- No one under the age of sixteen (16) years old is allowed in the Jacuzzi/hot tub/spa unless accompanied by an adult.
- Nude swimming or sunbathing is not allowed.
- No musical instruments or sound systems, other than headsets, may be used at the pool deck.
- Smoking is not permitted in the spa.

Terrace/Garden

The Terrace/Garden is located on the 10th floor of the property. The Rules of these areas are as follows:

- Maximum Capacity: 126 persons
- Terrace/Garden Hours: 6:00 A.M. TO 10:00 P.M.
- Vegetable garden will be maintained by a third party vendor; any resident interested in cooperating with the planting of new plants will need to submit their intent in writing and will require Board approval.

EXHIBIT 'A'

Use of Valet, Luggage & Grocery Carts

Residents, Tenants, and/or Guests must furnish a valid governmental photo identification card to be permitted to use the valet/luggage/grocery carts. Use of these carts is limited to no more than a period not to exceed thirty (30) minutes at a time. Should your time expire, you must reregister with the Front Desk.

NOTE: Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations, which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of an Owner, or such Owner's family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration or By-Laws, provided that the procedures set forth in the Declaration for fining are adhered to. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Furthermore, anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents, or employees and contractors, nor to the Units owned by the Developer, except:

- (a) Requirements that full disclosure of leases or lessees be provided to the Association; and,**
- (b) Restrictions on the presence of pets; and,**
- (c) Restrictions on occupancy of Units based upon age (if any); and,**
- (d) Restrictions on the type of vehicles allowed to park on Condominium Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.**

All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

The statements contained herein are only summary in nature. Owners should refer to all references, exhibits hereto, the sales contract, the Condominium Documents and the Management office for specific information. The Association reserves the right in its sole discretion to amend or modify these rules at any time