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MIAMI-DADE COUNTY, FLORIDA

Prepared by, record, and return to:
Rebecca Newman Casamayor, Esq.
Haber Law, P.A.
251 NW 23 Street
Miami, FL 33127
305-379-2400
Matter No. 4544.000

**CERTIFICATE OF FIFTH AMENDMENT TO THE DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS FOR
ICONBRICKELL MASTER ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 23rd day of February, 2022, by and on behalf of Iconbrickell Master Association, Inc., a Florida not for profit corporation (the "Association").

RECITALS

WHEREAS, the Master Association is the corporate entity responsible for managing the affairs of certain designated real property within the IconBrickell Project, pursuant to the Declaration of Covenants, Restrictions and Easements for Iconbrickell, including all exhibits thereto, as duly recorded on November 19, 2008, in Official Records Book 26656, at Page 4809 of the Public Records of Miami-Dade County, Florida, as amended (the "Declaration").

WHEREAS, the First Amendment and Supplement to the Declaration was recorded on October 29, 2009, in Official Records Book 27065, Page 4319, of the Public Records of Miami-Dade County, Florida; the Second Amendment to the Declaration was recorded on December 1, 2009, in Official Records Book 27099, Page 2501, of the Public Records of Miami-Dade County, Florida; the Third Amendment to the Declaration was recorded on January 27, 2010, in Official Records Book 27162, Page 2627, of the Public Records of Miami-Dade County, Florida; and the Fourth Amendment to the Declaration was recorded on September 9, 2013, in Official Records Book 28811, Page 1437, of the Public Records of Miami-Dade County, Florida.

WHEREAS, the undersigned, being respectively the President and Secretary of the Master Association, do hereby certify that the Fifth Amendment to the Declaration set forth below was duly approved by the Membership in the manner required by the Declaration at Section 19.7. At a duly noticed Special Meeting of the Members of the Master Association held on February 15, 2022, a vote of at least 66-2/3% of the Members represented at the meeting was obtained to approve the Amendment, including votes of approval by the Voting Members of each of the Neighborhood Associations (Iconbrickell Condominium No. One Association, Inc.; Iconbrickell Condominium No. Two Association, Inc.; and Iconbrickell Condominium No. Three Association, Inc.), acting on behalf of their respective membership, in accordance with their authority under the Articles of Incorporation at Section 6.3.

The following Amendment shall be effective as of the date of recordation of this Certificate in the Public Records of Miami-Dade County, Florida. Except as specifically amended hereby, the



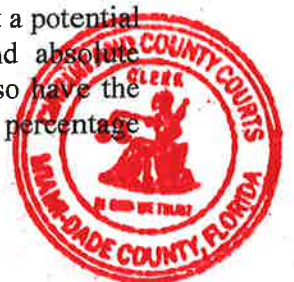
Declaration shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, the Master Association hereby states the following:

1. The forgoing recitals are true and correct and are incorporated herein by reference.
2. The amendment set forth below was duly approved by the Master Association, by and through its Membership.
3. Section 7.8 of the Master Declaration is hereby deleted in its entirety and replaced with the following:

7.8 Animal Restrictions.

- (a) No livestock, reptiles, or poultry of any kind, nor any exotic or vicious animal, shall be raised, bred, kept, or maintained on or in any Common Areas. Only commonly domesticated animals (such as dogs or cats) which have been vaccinated and registered with the Association may be brought, maintained, or kept on or in any Common Areas. Animals shall not be kept, maintained, or used on or in any Common Areas for any commercial purpose, including but not limited to breeding of animals. Any animal permitted on or in the Common Areas pursuant to this Section 7.8 must not create a nuisance to the occupants of any Lot or to any person on or in any Common Areas.
- (b) Unit Owners shall be permitted to keep either: (i) one (1) pet per Unit with a maximum adult weight of no more than seventy (70) pounds; or (ii) two (2) pets per Unit, each with a maximum adult weight of no more than thirty (30) pounds each. Approved lessees/tenants residing in a Unit for a period of thirty (30) days or more shall be permitted to keep only one (1) pet per Unit with a maximum adult weight of seventy (70) pounds. Except as set forth below at subsection (f), no guest, visitor, or invitee is allowed to bring or keep an animal on or in any Common Areas, unless permitted by applicable law.
- (c) Canine breeds prohibited by applicable law, including but not necessarily limited to pit bulls, and breeds considered by the Association, in the Board's sole discretion, to be dangerous, aggressive and/or a nuisance ("Dangerous Breeds") are not allowed. The types of breeds considered by the Association to constitute Dangerous Breeds shall include full or mixed canines of the following breeds: Rottweilers, Chow Chows, Presa Canarios, Akitas, Doberman/Doberman Pinschers, Wolf-hybrids, Mastiffs, German Shepherds, Alaskan Malamutes, Staffordshire Terriers, Great Danes, Siberian Huskies, and Cane Corsos. As to canines with a genetic makeup containing less than twenty-five percent (25%) of one or more Dangerous Breeds, the Board may, but is not obligated to, consider whether to grant a variance to the Dangerous Breed prohibition hereunder for a specific animal on a case-by-case basis, if the animal does not present a potential threat of danger, aggression, and/or nuisance, in the Board's sole and absolute discretion. The Association's Board, in its reasonable judgment, shall also have the authority to add, delete, and/or otherwise modify the foregoing types and/or percentage



genetic makeup of Dangerous Breeds, at any time and from time to time, by adopting reasonable rules and regulations relating to same and without the need to further amend this Declaration.

- (d) Unit Owners and tenants who, as of the effective date of this Amendment, reside in their Unit with an animal(s) that does not comply with the number, weight, and breed restrictions set forth above at subsections (b) and (c), must register the animal(s) with the Association within thirty (30) days of the effective date of this Amendment, in accordance with the applicable rules and procedures of the Association relating to registration of animals. Any animal that does not comply the restrictions contained in subsections (b) and (c) and is not registered with the Association within said thirty (30) day timeframe will be presumed to be residing within a Unit in violation of this Section 7.8, and the Association shall have the authority to require such animal to be permanently removed upon ten (10) days' written notice to the animal's owner, unless the animal is otherwise permitted by law to be kept on the premises. In addition, the "grandfathered" designation contemplated hereunder shall not be required in the case of an animal which otherwise violates any law, ordinance, other provisions of this Section and this Declaration, and/or the rules and regulations adopted by the Association. Such "grandfathered" designation shall apply to the specific animal only, and not to the particular resident or Unit, and shall permit such animal to remain for the duration of the animal's life, subject to continued compliance with the Association's recorded governing documents and rules and regulations governing animals and pets, as they may be amended from time to time.
- (e) The Association's Board of Directors shall have the authority to adopt rules and regulations, at any time and from time to time, governing the presence of animals permitted pursuant to this Section 7.8 on or in the Common Areas, including, but not limited to, rules and regulations relating to registration procedures, required documentation, identification tags, designated transport or walking areas or elevators, waste removal, conduct of the animal, leashing and restraint of the animal, and enforcement of animal restrictions. The Association shall also have the authority to charge a nonrefundable pet registration fee (excluding for fish or domestic caged birds), the amount of which shall be established by the Board of Directors through adoption of rules and regulations relating to same, and which amount may be adjusted by the Board of Directors in its discretion, at any time and from time to time.
- (f) Nothing herein shall prohibit guests, patrons, and invitees of the Commercial Lots from bringing their pets with them when patronizing a Commercial Lot, or any tenant of a portion of a Commercial Lot (to the extent permitted by the Owner or tenant of the applicable Commercial Lot).
- (g) Neither the Board nor the Association shall be liable for any personal/bodily injury, death, or property damage resulting from a violation of or failure to comply with this Section and/or the Association's rules adopted in connection with this Section, and any person committing such a violation or failing to so comply shall fully indemnify and hold harmless the Board of Directors, the Association, the Neighborhood Associations, and each Unit Owner in such regard.



- (h) A violation of or failure to comply with the provisions of this Section and/or the rules and regulations relating to animals as established by the Association shall entitle the Association to all of its rights and remedies, including but not limited to, the right to impose fines, suspend use rights in the Common Areas, and/or to require any animal to be permanently removed.

IN WITNESS WHEREOF, Iconbrickell Master Association, Inc., a Florida corporation not-for-profit, has caused these present to be executed in its name by its President and Secretary this 23rd day of February, 2022.

[CORPORATE SEAL]

WITNESSES

Witness #1 Signature

Gustavo Bouezne

Witness #1 Print Name

Witness #2 Signature

Matthew Mora

Witness #2 Print Name

ICONBRICKELL MASTER
ASSOCIATION, INC.

BY:

Todd M. Suzanski

Todd Suzanski, President

Charles M

ATTESTED: Sieger

Charles Sieger, Secretary

Digitally signed by Charles M Sieger
DN: cn=US, st=Florida, o=Iconbrickell Master Association, Inc.,
ou=Iconbrickell Master Association, Inc., email=Charles.M.Sieger@iconbrickell.com,
Date: 2022.02.23 13:30:34 -0500

STATE OF FLORIDA

COUNTY OF MIAMI-DADE)
)SS.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that this is a true copy of the
original filed in this office on MAR 08 2022 day of

WITNESS my hand and Official Seal.

HARVEY RUVIN, Clerk of Circuit and County Courts

By JESSIE MERRITT #310229 D.C.



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared online OR in person 2, Todd Suzanski and Charles Sieger, respectively President and Secretary of the corporation named in the foregoing Amendment, who are personally known to me OR who produced as identification, and they severally acknowledged executing the same in presence of two subscribing witnesses freely and voluntarily under authority vested in them by said Corporation and that the seal affixed is the true and corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 24th day of February, 2022.

[Signature]
Notary Public, State of Florida at Large

GG200233 4/11/2022
Commission Number and Expiration date (SEAL)

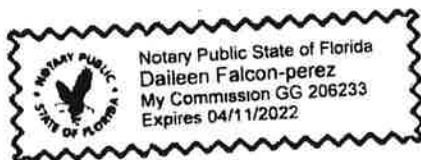


EXHIBIT "2"

**UNANIMOUS RESOLUTION OF THE BOARD OF DIRECTORS OF
ICONBRICKELL MASTER ASSOCIATION, INC. FOR THE ADOPTION OF RULES &
REGULATIONS GOVERNING HOUSEHOLD ANIMALS AND PETS
(The "Animal Rules Resolution")**

WHEREAS, ICONBRICKELL MASTER ASSOCIATION INC., a not-for-profit corporation ("Association"), at a duly noticed Special Meeting of the Members held on February 15, 2022, by a vote of at least 66-2/3% of the Members represented at the meeting, approved the Fifth Amendment to the Declaration of Covenants, Restrictions and Easements for Iconbrickell (the "Declaration") with respect to Section 7.8 of the Declaration regarding Animal Restrictions (the "Animal Restrictions Amendment");

WHEREAS, pursuant to Sections 4.1(d) and 11.4 of the Declaration, and Section 4.7 of the Bylaws, the Association's Board of Directors ("Board") has the authority to adopt, amend, revoke, and/or modify rules governing the use and enjoyment of the Common Areas and facilities as well as rules regulating the use of Lots within the Association;

WHEREAS, in connection with the Animal Restrictions Amendment, the Board, at a duly noticed Special Meeting of the Board held on February 15, 2022, at which all three (3) Board Member were present, considered and voted to approve a Motion, made by Jonathan Goldberg, and seconded by Charles Sieger, to adopt certain Rules & Regulations Governing Household Animals and Pets ("Animal Rules"), which are attached hereto as **Exhibit "A"**, which Motion passed unanimously.

NOW THEREFORE, the Board hereby resolves and adopts the Animal Rules attached hereto as **Exhibit "A"** in the manner set forth above, which Animal Rules shall be considered effective as of the date the Certificate of Amendment for the Animal Restrictions Amendment is recorded in the Official Public Records of Miami-Dade County, Florida.

IN WITNESS THEREOF, the undersigned on behalf of Iconbrickell Master Association, Inc., has caused these present to be signed this 22nd day of February, 2022

ICONBRICKELL MASTER ASSOCIATION, INC.

By: Todd M. Suzanski
Name: TODD SUZANSKI
Title: PRESIDENT

EXHIBIT "A"

RULES AND REGULATIONS GOVERNING HOUSEHOLD ANIMALS & PETS

A. GENERAL

1. The purpose of these Rules is to help ensure the health, comfort, safety, and general welfare of all residents of Iconbrickell. The term "resident" as used herein refers to all persons living at Iconbrickell for a period of thirty (30) days or more, whether an Owner, tenant, or other permitted occupant, and does not refer to guests and/or visitors who do not reside at Iconbrickell.
2. In addition to the provisions of the Association's Declaration of Covenants, Restrictions and Easements ("Declaration") and other governing documents, as amended from time to time, all residents who keep an animal(s) on the Iconbrickell Property must adhere to all laws and ordinances of the State of Florida (e.g., without limitation, Florida Humane Care for Animals Act), City of Miami, and Miami-Dade County (e.g., requirements for licensing, registration, immunization, etc.), as well as to these Rules and Regulations governing Household Animals and Pets. A violation of these Rules anywhere on the Iconbrickell Property is enforceable by the Association as provided herein and by applicable law.
3. Animals shall not, in the reasonable judgment of the Board and/or Management, constitute a nuisance to others or cause damage to the Common Areas or Association property. Continued violation of the foregoing, or violation of any of the other Rules herein, may constitute grounds for the Association to assert any and all rights and remedies to enforce compliance with same, including but not limited to, imposing fines, suspension of use rights in amenities, requiring permanent removal of the animal(s), and/or instituting legal action, in the reasonable judgment of the Board.

B. WEIGHT AND TYPE OF ANIMALS

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

under Section 7.8 of the Declaration, as amended, for a specific animal on a case-by-case basis, if the animal does not present a potential threat of danger, aggression, and/or nuisance, in the Board's sole and absolute discretion. In addition, the Board of Directors shall also have the right to conduct a case-by-case review and determination regarding whether any particular animal, regardless of breed, is considered dangerous, aggressive, and/or a nuisance in the Board's sole and absolute discretion. In the event that the animal's breed/genetic makeup is misrepresented (whether purposefully or not) to the Association at the time of registration and/or later becomes known to be or include a Dangerous Breed, the Association shall have the right to require removal of the animal as in violation of the Declaration and these Rules, regardless of how long the animal has been on the property.

C. REGISTRATION OF ANIMALS

1. All animals must be promptly registered with the Association per the following procedures. The failure to timely and properly register an animal in accordance with these Rules shall entitle the Association to reject authorization and/or revoke any prior approvals for the animal to reside at Iconbrickell:
 - i. The resident shall complete and submit the Association's *Household Animal Registration Form*, along with a photograph of the animal(s), current vaccination reports, and a veterinarian letter attesting to the animal's maximum weight (if applicable), together with any such other information and/or documentation that the Association may reasonably request and require. These materials shall be submitted to the condominium tower sub-association where the resident lives, which will compile the requisite information and documentation and then submit same to the Association for review and approval.
 - ii. Along with submission of the materials referenced in Paragraph C(1)(i) above, the resident shall remit payment to the Association via credit card, certified check or money order for a pet fee of \$150.00 per animal, which amount may be adjusted by the Board of Directors from time to time in its reasonable discretion. The purposes of this pet fee include, but are not limited to, defraying the costs and expenses of registration and compliance with these Rules.
 - iii. All residents must attend the Association's mandatory animal orientation within seven (7) days of the Association's approval of the animal's registration. The failure to timely comply with this requirement shall entitle the Association to revoke its prior approval of the animal's registration. Upon completion of said orientation, the resident will be provided with the official Iconbrickell Tag. The Iconbrickell Tag must be worn by the animal at all times while outside of a Unit and on Association property. Failure to comply with this requirement may result in the imposition of fines or other enforcement measures by the Association, notwithstanding the animal's registration status.
 - iv. At the time of orientation, each animal must submit to having a mandatory DNA test sample taken by the Association's Management office for purposes of the Association's enforcement of compliance with these Rules. This applies to all

animals living at the Iconbrickell Property, regardless of whether they have previously been registered with and/or are considered "grandfathered" by the Association. At the time the DNA sample is taken, the resident shall pay via credit card, certified check, or money order the cost of the animal's DNA test (as charged by the vendor, but not expected to exceed \$100.00 per test). This subsection shall not apply to cats which carry out waste/relief activities wholly within a Unit.

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

D. CONDUCT OF ANIMALS ON ASSOCIATION PROPERTY

1. **Animals shall never be permitted to run or roam free on, in, or around the Association Property. Whenever outside of a Unit, animals must at all times be under the custody and control of their owner or handler and must be securely restrained on a leash of not more than six (6) feet long.** Retractable leashes may not be extended more than six (6) feet while the animal is on Association property. Animals that are caged or being carried must still be on a leash of not more than six (6) feet long.
2. Although the limitation on number of animals contained in the Declaration at Section 7.8, as amended, applies per Unit, no resident shall handle more than two (2) animals at one time while on the Iconbrickell Property (i.e. - owners/residents with more than one Unit may not aggregate the number of animals within their control while on Association property).
3. No animal may be left unattended and/or unsupervised while outside of a Unit and on the Iconbrickell Property, including but not limited to while on balconies, terraces, common areas, and/or amenity facilities.

4. Animals shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. **Animals are not permitted in the main entrance, Lobby, Sitting Room, Mail Rooms, Billiard Room, Pool Deck, Spa, Gym, or Management Office.**
5. Animals must be taken to the ground level to enter/exit the building. The animal must be kept under control and remain on a shortly-held leash at all times while in transit outside of the Unit. This includes all hallways, elevators, stairs, garage, and pet walks. If an animal is transported in an elevator, the animal must be kept under control in a manner which prevents it from touching or disturbing other passengers and prevents any saliva or other marks on the elevator mirrors, doors, and stainless steel surfaces. All animals must be clean and dry before entering the building and must not drip water or leave paw prints, dirt, or mud on any floors or furnishings inside of the building.
6. All animals shall be walked to the curb for relief activities and shall be prohibited from using flowerbeds, plants, planted trees, the building itself, and the sidewalks contiguous/adjacent to the building for relief activities. Animals also may not use any indoor, covered, or paved areas including the garage, arrival deck, sidewalk, or bay walk for relief activities. Residents shall carry a means of waste disposal and cleanup while the animal is outside of their residence, and shall immediately clean up after the animal's waste or soilage, and properly dispose of same. Residents shall be ultimately responsible for any damage or soil caused by their animal, and shall ensure that their animal's waste is cleaned up and properly disposed of in the designated pet waste stations provided. Failure to do so shall be considered a violation of the Rules and may subject the resident to the imposition of fines or other enforcement measures.
7. Should it be necessary to dispose of animal waste via the trash chute, such as kitty litter, same shall be double bagged in plastic before disposal via the trash chute. No animal waste should be disposed of via sinks, toilets, or tub and shower drains.
8. Storm barricades and protective coverings erected for tropical storms and hurricanes may not be removed from the ground level when walking animals into/out of the building.
9. Dog walkers, caretakers, and domestic service providers are subject to all Rules outlined herein, are not permitted to enter the building with unregistered animals, and may not have more than two (2) animals in their care at any given time while on the Iconbrickell Property. To the extent that a resident utilizes a dog walking service or company for his/her animals on the Iconbrickell Property, the Association reserves the right to request proof of the service's or company's insurance to keep in the Unit file along with the animal's registration information. Residents are responsible for the conduct of their invitees while on the Iconbrickell Property, and will be held jointly and severally liable for any violations of these Rules or damage caused by or resulting from their invitees' handling of their animal(s). Similarly, Owners are also responsible and jointly and severally liable for their tenants', guests', and invitees' compliance with these Rules and conduct while on the Iconbrickell Property.

E. VIOLATIONS AND COMPLIANCE

1. **Damage to Association Property:** Residents who maintain animals on the Iconbrickell Property do so at their own risk and assume full responsibility for any damage to persons or property caused by their animal. Staining or wetting of carpeting/walls/tiles (indoor and outdoor) from urine, feces, vomit, or other damage or messes to the Association Property shall be reported immediately to the Management or the Front Desk Staff so that it can be spot cleaned and/or otherwise handled effectively. The resident shall be responsible for any and all damage to any portion of, on, or in the Iconbrickell property caused by their animal(s) whether from waste, urine, vomit, dirt, misbehavior, or accidents, and may be assessed the cost for repair and/or replacement thereof.
2. **Nuisance:** No animal shall be allowed to be an annoyance, nuisance, disturbance, or in any manner whatsoever offensive to others while on the Iconbrickell Property, including but not limited to continuous or repeated barking, whining, yelping, meowing, or crying, or to otherwise create a continued disturbance, or to cause damage to any of the Association property. Whether or not an animal is considered a nuisance shall be determined in the sole discretion of the Board of Directors after review of the particular circumstances. In case of such disturbance or damage, Management or Security will attempt to contact the owner of the animal who will be given the opportunity to immediately correct the problem. If the disturbance or offending behavior continues unabated, or is frequently repeated, it shall constitute a nuisance and a violation of these Rules, which may subject the resident to imposition of fines or suspension of use rights, and/or require the removal of the animal from the building upon not less than seven (7) days' written notice from the Association.
3. **INDEMNIFICATION:** A resident maintaining an animal on the Iconbrickell Property shall ensure compliance with these Rules and shall be fully responsible for, and shall bear the total expense of, any damage to persons or property resulting from or arising out of the presence and/or acts of the animal and/or any noncompliance with these Rules. **To the fullest extent under the law, an Owner who keeps or maintains an animal on the Iconbrickell Property (and in the case of a tenant or other permitted occupant who keeps an animal on the Iconbrickell Property, both the tenant/occupant and the Owner of the Unit where the tenant/occupant resides) agrees to indemnify and hold harmless the Association, the condominium tower sub-associations, and all Unit/Lot Owners thereof, including their respective directors, officers, agents, employees, managers, contractors, and attorneys, of, from and against any loss, claim or liability of any kind or character whatsoever, whether to property or person, arising by reason of keeping, maintaining, and/or handling such animal in, on, or around the Iconbrickell Property.**

EXHIBIT "3"

**UNANIMOUS RESOLUTION OF THE BOARD OF DIRECTORS OF
ICONBRICKELL MASTER ASSOCIATION, INC. FOR THE ADOPTION OF RULES &
REGULATIONS GOVERNING ELECTRIC VEHICLE CHARGING STATIONS
(The "Electric Vehicle Charging Station Resolution")**

WHEREAS, the Board of Directors ("Board") for ICONBRICKELL MASTER ASSOCIATION INC., a not-for-profit corporation ("Association"), pursuant to Sections 4.1(d) and 11.4 of the Association Declaration of Covenants, Restrictions and Easements for Iconbrickell (the "Declaration") and the Bylaws at Section 4.7, has the authority to adopt, amend, revoke, and/or modify rules governing the use and enjoyment of the Common Areas and facilities as well as rules regulating the use of Lots within the Association;

WHEREAS, the Board, at a duly noticed Special Meeting of the Board held on February 15, 2022, at which all three (3) Board Member were present, considered and voted to approve a Motion, made by Todd Suzanski, and seconded by Charles Sieger, to adopt certain Rules & Regulations Governing Electric Vehicle Charging Stations ("EVCS Rules"), which are attached hereto as **Exhibit "A"**, which Motion passed unanimously.

NOW THEREFORE, the Board hereby resolves and adopts the EVCS Rules attached hereto as **Exhibit "A"** in the manner set forth above, which EVCS Rules shall be considered effective as of the date set forth below.

IN WITNESS THEREOF, the undersigned on behalf of Iconbrickell Master Association, Inc., has caused these present to be signed this 17th day of February, 2022

ICONBRICKELL MASTER ASSOCIATION, INC.

By: Todd M. Suzanski
Name: TODD SUZANSKI
Title: PRESIDENT

EXHIBIT "A"

RULES AND REGULATIONS GOVERNING ELECTRIC VEHICLE CHARGING STATIONS

A. GENERAL

1. The purpose of these Rules is to help ensure the health, comfort, safety, and general welfare and enjoyment of all residents of Iconbrickell in connection with use of the electric vehicle ("EV") charging stations located on the fifth floor of the Association's parking garage, which are provided by the Association as an amenity to residents. The term "resident" as used herein refers to all persons living at Iconbrickell for a period of thirty (30) days or more, whether an Owner, tenant, or other permitted occupant, and does not refer to guests and/or visitors who do not reside at Iconbrickell.
2. In addition to the provisions of the Association's Declaration of Covenants, Restrictions and Easements ("Declaration") and other governing documents (including but not limited to the Association's Parking Garage Rules and Regulations), as amended from time to time, all residents who utilize the Association's EV charging stations must adhere to all laws and ordinances of the State of Florida, City of Miami, and Miami-Dade County, as well as to these Rules and Regulations governing Electric Vehicle Charging Stations. Further, nothing herein is intended to suspend, supersede, or replace the Association's Parking Garage Rules and Regulations, which remain in full force and effect.
3. Use of the Association's EV charging stations is subject to and must conform to these Rules, as well as any further signage, instructions, postings, and related directives as posted from time to time at or around the EV charging stations. A violation of these Rules is enforceable by the Association as provided herein and by applicable law, including but not limited to, the imposition of fines, suspension of use rights in amenities, towing and/or booting of vehicles in violation (with or without further advance notice or warning), and/or instituting legal action, in the reasonable judgment of the Board.

B. TERMS OF USE FOR EV CHARGING STATIONS

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

2. Vehicles must be properly parked in the parking space (e.g. straight, within the lines, only in one parking space, not encroaching upon surrounding areas outside the space, not blocking any other vehicle or object, etc.) before connecting to the EV charging station. Only one vehicle may be parked in an EV charging space at one time.
3. Use of the EV charging stations and parking spots for same shall be carried out in an orderly, neat, and courteous manner, and shall not disrupt other residents, drivers, and traffic in the area. For example, and without limitation, it is not permitted to “reserve” or block an EV charging space with another vehicle, object, or physical body at any time, including while waiting for another person to bring a vehicle to the space for charging. As another example, and again without limitation, it is not permitted to hover, circle, idle, etc. in a vehicle while waiting for an EV charging station space to become available, nor is it permitted to park in a nearby regular/non-EV charging station space while waiting for an EV charging station space to become available.
4. No vehicle may be left unattended in an EV charging station parking space without being connected to the charging station. The purpose of these spaces is to allow for EV charging while parked, and not for general parking.
5. The EV charging spaces are to be used solely for charging properly registered and authorized EVs, and not as an extra parking space option in addition to a resident’s normally assigned parking space. As such, when utilizing an EV charging station, the resident’s normally assigned parking space must remain vacant.
6. Storing vehicles in the EV charging spaces is prohibited. Any vehicle found stored, unplugged, and/or otherwise unattended after the permissible EV charging period will be subject to violation and enforcement procedures by the Association, including but not limited to, booting and/or towing the vehicle (with or without further advance notice or warning) at the resident’s expense.
7. Operation of the EV charging system is via a service/application called ChargePoint, which collects the energy and parking fees described herein. Thus, all residents desiring to utilize an EV charging station must register with ChargePoint (www.chargepoint.com) and comply with its requirements and terms of use. ChargePoint is a third-party vendor, and by choosing to utilize the Association’s EV charging stations, residents agree and acknowledge that the Association is not responsible and/or liable for any acts, omissions, or events relating to a resident’s registration or use of ChargePoint.
8. Once EV charging is complete, the resident will have a one (1) hour grace period to remove the vehicle from the EV charging station space. A vehicle that occupies an EV station space for more than one (1) hour after charging has completed will be subject to a \$2.00/hour parking fee, which amount may be adjusted by the Board of Directors from time to time in its reasonable discretion. The parking fee will be automatically incurred via ChargePoint at the expiration of the one (1) hour grace period; however, said parking fee will not be charged between the hours of 10pm and 9am. In addition to the foregoing, a vehicle occupying an EV station space for more than twenty-four (24) hours after

charging has completed will be subject to further violation and enforcement procedures by the Association, including but not limited to, booting and/or towing the vehicle (with or without further advance notice or warning) at the resident's expense.

9. A resident utilizing an EV charging station is responsible for all cost and expense associated with same, including payment of energy fees at the per kilowatt hour rate. The energy fee rate is currently \$0.18/kWh, which amount may be adjusted by the Board of Directors from time to time in its reasonable discretion. Energy fees are collected by ChargePoint.
10. Residents who choose to use an EV charging station at the Association do so at their own risk and assume full responsibility for all cost and expense associated with same, including also any damage to persons or property relating to same. Any damage related to a resident's use of an EV charging station will be the responsibility of the resident (and Unit Owner, if the resident is not also a Unit Owner), and any costs for repair and/or replacement associated with such damage may be assessed to the Unit accordingly.
11. INDEMNIFICATION: A resident choosing to use an EV charging station at the Association shall ensure compliance with these Rules and shall be fully responsible for, and shall bear the total expense of, any damage to persons or property resulting from or arising out of use of the Association's EV charging stations and/or any noncompliance with these Rules. **To the fullest extent under the law, an Owner who chooses to use an EV charging station at the Association (and in the case of a tenant or other permitted occupant who chooses to use an EV charging station at the Association, both the tenant/occupant and the Owner of the Unit where the tenant/occupant resides) agrees to indemnify and hold harmless the Association, the condominium tower sub-associations, and all Unit/Lot Owners thereof, including their respective directors, officers, agents, employees, managers, contractors, and attorneys, of, from and against any loss, claim or liability of any kind or character whatsoever, whether to property or person, arising in connection with use of the Association's EV charging stations.**