

# 801 SMA RESIDENCES CONDOMINIUM ASSOCIATION, INC.

## **RULES AND REGULATIONS**

801 SMA Residences Condominium Association, Inc. (the “**Association**”) 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, 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. New owners and residents are urged and expected to read the recorded Master Declaration of Covenants, Restrictions and Easements for 801 SMA (the “**Master Declaration**”), the recorded Declaration of 801 SMA Residences Condominium (the “**Declaration**”), the Articles of Incorporation of the Association, the By-Laws of the Association, and these Rules and Regulations (collectively, the “**Governing Documents**”), each of which may be amended from time to time. Whether you are a Unit Owner (as defined in the Declaration) or a tenant, your interest and cooperation is needed to maintain the aesthetic, decorum and harmony of this community. Every Unit Owner and occupant shall comply with the Governing Documents, 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, levying fines, an action for recovery of sums due for damages, injunctive relief, or any combination thereof. The Board of Directors of the Association (the “**Board**”) 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.

## **VISITORS/GUEST POLICY**

- Communication is the critical success factor in facilitating a smooth and welcoming atmosphere for visitors to **801 SMA Residences Condominium**. Please consider your neighbors and how the comings and goings of others impact everyone sharing this beautiful condominium.
- The rules listed below have been established to ensure that both your guests and neighbors can enjoy the services and amenities of the property.
- A “**Day-Guest**” is defined as someone remaining on the property during the daytime.
- An “**Overnight Guest**” is defined as someone remaining on the property for more than twenty-four (24) hours but less than thirty (30) days. Overnight Guests must be authorized in writing by the Unit Owner or tenant named on the lease. The authorization should specify the confirmed dates and length of stay and should be received by the Association’s Management Office or Front Desk.
- Family and friends are considered Overnight Guests, and thus should have specified arrival and departure dates. Residents must notify the management office 48 hours prior to their arrival.
- Day-Guests and Overnight Guests cannot invite visitors.
- Family, friends, and visitors can be added permanently to the database. This will allow the guest access to the Unit only after they present ID at the Front Desk.
- Anybody residing inside a Unit for more than 14 days (but less than 30 days) must complete a resident registration package with a proper background check at the Management Office. Any such person shall be deemed to consent to the disclosure of any such background check by Association to the Unit Owner
- Anybody residing inside the Unit for more than 30 days must complete a resident registration package AND shall be either be added to the current tenant’s lease agreement by addendum or shall be required to execute a separate occupancy agreement upon a form promulgated by the Association, either of which must be signed by the Unit Owner, current tenant, and new resident. To the extent any lease agreement has a guarantor, the guarantor shall also be required to execute the lease addendum or occupancy agreement, as applicable.
- All Overnight Guests are required to register at the Management Office for the Unit they are visiting. Overnight Guests shall be pre-registered in advance by the resident.
- The front desk agent must announce the Day-Guest to the resident before granting them access to the Building, unless the guest is already registered in residential database.

- Day-Guests and Overnight Guests must valet park only.
- The front desk will verify that the Day-Guest / Overnight Guest is registered in the system and grant access to residential elevators allowing access to the Unit's foyer.
- If the resident being visited is not on the premises, the Day-Guest will be denied entry.
- Day Guests must always be escorted by the resident when accessing any of the common areas of the property.
- Only registered guests with a proper resident registration package, including a background check, may use the Building amenities without the resident present, and only for the duration of their visit.
- Unit Owners shall notify the Management office, by written notice, at least 48 hours in advance of the arrival and departure of Overnight Guests who have permission to use a Residential Unit in the Unit Owner's absence.
- In the instance of a corporation, partnership, trust, or joint venture, only the residents living permanently in the Unit will be permitted to register Day-Guests and Overnight Guests.
- All housekeepers, domestics, and similar persons must register with the Management Office before they are permitted to enter the Building for the first time. Thereafter, they may arrive and depart from Units without using the Receiving Area(s), so long as they sign in at the front desk.
- Housekeepers, nannies, and property managers must be provided with a copy of Unit key by the Unit Owner. Association will not provide copies of Unit keys to such persons.
- The emergency keys at the management office are only to be used for emergencies (e.g., water leaks, fires, etc.) and lockout services with a preferred charge of \$95 per use. This charge must be paid at the front desk before the service is provided.
- All guests to the building MUST be directed to the Front Desk by the Valet Attendant, regardless of whether they have keys to the Unit or not. No guest will be allowed to proceed directly to the pool, gymnasium, or amenities.

### **FOOD AND GROCERY DELIVERIES:**

- Food/Grocery Delivery is available daily from 1000am to 1100pm. Outside of this timeframe, there shall be no deliveries, and delivery workers will not be approved to use elevators.
- Full name and unit number are required for all deliveries.

- For time sensitive deliveries, residents shall pick up deliveries from the lobby when the delivery arrives.
- The Association and its team members are not responsible for any food or grocery item that is missing or not delivered.
- Delivery time may vary depending of Operations' volume.
- The Association is not responsible of any food allergies, illness, or any other liabilities that may be associated with items being delivered. Association shall not be responsible for spoilation or waste of any time sensitive items that are not picked up immediately upon delivery to the building by the applicable owner.

### **OCCUPANCY:**

- Gatherings of fifteen (15) or more individuals in any Unit shall require notice and registration with the Association at least forty-eight (48) hours in advance of any guest arrival.
- Individuals attending any such gatherings of fifteen (15) or more individuals in a Unit shall be obligated to use the service elevator.
- The occupancy of a Unit shall not exceed two (2) persons per bedroom, in addition to one (1) related individual in the Unit living area. The Board of Directors may, but shall have no obligation, to grant variances depending upon individual circumstances.
- No dividing wall or other barrier shall be installed or constructed within any Unit to facilitate the subdivision of bedrooms for multiple individuals.
- Guests staying in a Unit for a period greater than fourteen (14) nights must be registered with the Association and shall be subject to the applicable registration process then in place used for prospective tenants seeking to lease a Unit. Any and all costs incurred in connection with such registration shall be the sole responsibility of the Unit Owner.
- If an Owner does not reside in a Unit or is absent from the Unit for an extended period of time and desires to permit Friends and Family or others persons to occupy such Unit without a lease, all prospective occupants of the Unit, prior to occupancy and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the registration process then in effect, if any, which is used for prospective tenants seeking to lease a Unit. Any and all costs incurred in connection with such registration shall be the sole responsibility of the Owner of the Unit.
- A Unit may not be occupied by persons other than the Owner, Friends & Family or the unit's tenant(s) (when the Owner is absent from the Unit) more than three (3) times in any twelve (12) month period.

## **SALE AND LEASE PROCEDURES:**

### **UNIT SALE**

- Prospective purchasers must complete all information requested on the sale package at least fourteen (14) days prior to any scheduled closing date. The foregoing requirement shall include that all anticipated residents complete registration on a background-related website as directed by management.
- New Owners are required to attend an orientation session with Management to familiarize themselves with the Building prior to move-in.
- New Owners shall provide a copy of their sale contract and closing documents to management within 10 days of closing. Following the Association's receipt of these documents, management shall register the new owner and assist in setting up click-pay or other web based payment options.

### **LEASING OF UNITS:**

- Prospective lessee must complete and submit a registration package to the Master Association at least thirty (30) days prior to any scheduled lease commencement date. The registration package may be obtained from the Master Association's Management Office.
- The Association must receive notice of the leasing of a Residential Unit at least fourteen (14) days prior to the commencement of the lease term, together with a copy of the applicable lease and fees. All leases for occupancy of a Unit shall be required to have a completed and executed Addendum to Residential Lease in the form enclosed with these Rules and Regulations as Exhibit A.
- A copy of the lease contract must be provided to the Residential Office along with the registration package prior to any move-in.
- Leasing of Units shall be subject to full disclosure to the Association.
- Leases may not be assigned without prior written notice to the Association and submission of a new registration package.
- No portion of a Unit (other than an entire 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 Unit shall be for a period of less than thirty (30) days, and no Unit shall be leased more than three (3) times in any twelve (12) month period. Listing a Unit on Airbnb or any other platform for rental terms of less than thirty (30) days is prohibited.
- An owner wishing to lease a Unit shall be required to place in escrow with the Association 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. This deposit is refundable within 30 days after the end of the lease term provided tenants have caused no damage to the Common Elements or Association Property (as determined in the sole discretion of the Condominium Association). The deposits will be held in escrow accounts as per F.S. Chapter 718 and F.S. Chapter 83, and any claims against said deposits shall also comply with these portions of the Florida Statutes.
- Lessees must attend an orientation session with Management to familiarize himself/herself with the Building prior to the issuance of the lease approval. An orientation appointment must be scheduled with the administrative office.
- 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, otherwise readily available for use generally by the applicable Owner, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the lessee.
- All Unit Owner access devices will be deactivated for the term of any lease of their Unit(s), including vehicle/garage transponders.
- Tenants and Owners must register all pets with the Association and comply with all reasonable rules and regulations that may be adopted pertaining to pets from time to time.
- Subletting by renters is not permitted.
- If a tenant is added after the original lease, such tenant must register with the Association in the same manner as all other tenants, inclusive of a background check, as set forth herein. No individual shall live in the unit without having this done.
- Renters have full use of the facilities. Owners will be held responsible for the actions of their guests or renters. Any damage to the Property will be the responsibility of the Owner.
- It is the responsibility of the Owner to see that a copy of the Rules and Regulations is given to each renter/guest. Any violations of these Rules and Regulations may result in suspension of use rights, removal of a guest from The Properties or other remedies as

legally available, including, without limitation, termination of the lease.

- No Unit Owner may have dual usage of the Condominium. If a Unit is leased, the owner forfeits all rights to usage of common areas including, parking spaces. The lessee will be given full use of the condominium with a valid lease.
- Requests for a refund of security deposits must be made in writing and submitted to the Management office. Owners will be responsible for the cost of repairs of damage caused by their Lessee.
- A background check may be performed on all prospective tenants (non-US residents must provide passport information; citizens and US residents must provide social security number). Lessees and prospective lessees shall be deemed to consent to the disclosure of any such background check by Association to the Unit Owner.
- It is the joint responsibility of the Unit Owner to introduce the lessee to the Management Office, during normal business hours prior to occupancy.
- Failure to comply with the Governing Documents including, without limitation, these Rules and Regulations, may subject tenants to eviction proceedings and/or other remedies which may be available to the Association.
- It is the responsibility of the Unit Owner to provide the Management Office with a copy of an executed lease contract, including a fully executed addendum to lease agreement (provided by the Association) and other such documents as required by the Management Office.
- Renewal of leases must be submitted for approval at least fourteen (14 days) prior to their termination. A new lease must be submitted when said renewal is requested, and a copy shall be given to the Management Office who may, if deemed advisable, conduct an update interview.
- No lease will be approved while the owner is delinquent in his/her maintenance assessment payment, unless the Association, the Owner, and the prospective tenant all agree in writing that all lease payments shall be utilized to reduce the Owner's outstanding maintenance assessments until they are current and remain current for a period of at least three (3) months.

## **FEES AND DEPOSITS**

- Prior to occupancy of the Unit, the 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; and a refundable elevator deposit in the amount of \$1,000. All deposits shall be furnished to the Association in the form of a cashier's check payable **to 801 SMA RESIDENCES CONDOMINIUM ASSOCIATION, INC.**
- Prior to occupancy of the Unit, when registering a pet, a \$200 per pet NON-REFUNDABLE fee shall be paid to the Association in the form of a cashier's check payable **to 801 SMA RESIDENCES CONDOMINIUM ASSOCIATION, INC.**
- 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 any repairs. Such 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 or damage fee deposit.

## **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 who 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 or provide keys for real estate agents).
- Owners are responsible for providing the Unit key to the listing agent.
- Lockboxes are not permitted on the Condominium Property.
- Open houses are not permitted.
- Showing Units is reserved exclusively from Monday through Sunday 9:00 am to 6:00 pm and is limited to three (3) persons at any given time (agent and two (2) other clients).

- Professional photography of common areas is not permitted; photos are to be provided by management upon request.
- Listing agents should coordinate with the front desk staff to access a security office to show the amenities. All visitors (realtors & prospects) need to leave their ID at the front desk during the entire visit.
- Building amenities may not be shown to prospective residents on weekends.

### **MOVE IN/MOVE OUT & DELIVERIES:**

- Move-ins and Move-outs require the reservation of loading docks through the Master Association.
- Move-in requests are handled on a first-come, first-served basis and must be scheduled with the Management Office/ Dock Master at receiving.
- All moves must be arranged with the Management Office a minimum of 5 days in advance.
- 2 slots are available on the AM 10.00am – 1.30pm
- 2 slots are available on the PM 1.30pm – 4.30pm
- It will not be possible to schedule 2 move ins at the same time.
- General deliveries, such as furniture, appliances, construction supplies, etc. must be scheduled no less than 48 hours in advance with the Management or Loading dock office.
- All movers shall be obligated to place floor coverings from the loading area to the applicable unit. All movers shall be obligated to place wall protection or covering where directed by the Association.
- Boxes must be disposed of properly by being broken down and brought down to the loading dock area. Placing any packing materials on your floor or down the trash chute is strictly PROHIBITED. Please call the Receiving Office if you need directions or assistance with the disposal of boxes and packing materials.
- Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly moves and deliveries. Please contact the Management or Loading dock office if you require additional assistance.
- No move-ins or move-outs may be started after 2:00 p.m. All move-ins and move-outs must be completed by 4:30pm.
- Each resident shall provide the Residential Office with a completed **MOVE-IN/OUT AND DELIVERY POLICY FORM** specifying the name of your mover(s) and/or moving

company. Moving trucks, vans, freight liners, etc., that show up without being scheduled will be turned away.

- **To reserve a spot for move-in/move-out, a refundable Move-In Deposit of One Thousand Dollars (\$1,000.00) in the form of a cashier's check or money order must be submitted to the Residential Office.** In the event that any damage occurs, the Association, at its sole discretion, will charge the Unit Owner's account for any damage requiring repair.
- Moving companies must provide the Association Management Office with the proper licenses and Certificate(s) of Insurance ("COI") in accordance with the insurance requirements provided in the **CONTRACTOR & VENDOR REQUIREMENTS FORM**. No mover will be allowed access to the Building unless the COI has been delivered to the Management Office.
- Movers shall not block ingress or egress areas or store any items in the doorways, hallways and/or vestibules of the Building.
- To protect the woodwork, hallway walls, elevators, entry areas, finishings, wall coverings, doors and framing, and other Common Elements, residents must instruct their moving company to wrap ALL furniture with moving blankets.
- Movers shall wrap all furniture prior to arrival to improve their efficiency within the specified move-in timeframe. All dollies and handcarts must have padded bumpers on exposed edges.
- To protect corridor flooring, Masonite or other flooring safeguards must be installed. All flooring safeguards must be laid down prior to your move-in, removed at the end of each day, and stored in your unit. All plants must be bagged to prevent soil spillage.
- No full or partial moves shall be allowed on Saturday, Sunday or holidays.
- Vehicles with more than four (4) axles are not allowed on the Condominium Property.
- Deliveries of medical equipment may be made at any time; however, residents must notify the Management Office in advance of the delivery, explaining that it is medical equipment to ensure that the delivery vehicle will not be turned away.
- Movers must not lock the elevator when it is not in use.
- Moving activity must not impede safe and easy passage of pedestrian traffic into and out of the service entrance, elevator lobbies, or hallways.
- Vehicles used in the move must not impede access to the service entrance or garage entrance and must not be parked in a manner that impedes vehicle or pedestrian traffic. Management personnel will make the determination whether this provision is violated.

- Moving vehicles must be parked outside the facilities as soon as delivery is completed. Vehicles may not stay in the receiving area during furniture set-up.
- Vehicles used in the move must not be parked with engine running.
- Upon completion of the move or delivery, all debris and packing material must be removed, the area used for moving or delivery must be cleaned up, and the service elevator and hallways inspected for damage.
- The owner retains sole responsibility for the activities and behavior of all individuals involved with their move.
- The moving company and the owner shall be jointly and severally responsible for any damage caused by their movers or moving vehicle. The resident will bear the burden of payment for damages and can pursue personal reimbursement from the moving company.

### **BIKE REGISTRATION:**

- \$100 cashier check payable to 801 SMA residences condominium association, Inc.; The Association will also accept credit card payments.
- The bicycle storage will include a one time registration fee of \$100.00 per bicycle.
- Registration: Each bike must be registered by using the Annual Bike Registration Form available at the office.
- All bikes must be secured to a bike rack with a lock or a chain/cable and a lock.
- The Association is not responsible for damage to bikes or the theft of bikes from the garage area

### **ELEVATOR USE:**

#### **Service Elevator:**

- Personal property, other than hand baggage and packages, must be transported in the service elevator.
- The service elevator must be reserved before moving into or out of any Unit (see MOVE IN/MOVE OUT Section above).
- Persons making deliveries to Units of large or bulky items that do not require use of an elevator key shall have the same right of access to the service elevator as persons making

authorized moves/deliveries requiring an elevator key and shall be allowed use of the elevator in rotation with persons making such moves/deliveries.

- Residents must advise anyone making deliveries of large items to use the service elevator. If the resident will not be present for deliveries or moves, prior arrangements for admission should be made with the Management Office.
- In the event the service elevator is inoperable and cannot reasonably be expected to become operational in a short period of time, one passenger elevator may be designated for deliveries by Management.
- In all cases where the passenger elevators are so used, the interior walls must be padded to prevent damage and marring.
- Smoking in elevators is prohibited by Florida Law and Miami-Dade County Ordinance
- Elevator doors must not be held open. Offenders will be liable for all necessary repair costs and damages.
- Transportation of any objects on the roof of the elevator cars is strictly prohibited.
- Luggage and delivery carts must be used only in service elevators.
- Residents must close balcony sliding doors during high winds to prevent a wind tunnel, which affects the elevator shaft and door closures.
- Sky Lounge 45<sup>th</sup> Floor and Roof top pool are only accessible through the Service elevator.
- Scooters, bikes, etc. should be only be brought down through the service elevator.

### **Residential Elevators:**

- Residential elevators may not be used for moving in or moving out.
- No luggage carts are allowed in residents' elevator.
- Smoking in elevators is prohibited by Florida Law and Miami-Dade County Ordinance.
- No person shall unnecessarily hold or otherwise interfere with the normal operation of the elevators
- The elevators are reserved for the exclusive and uninterrupted use of residents and other persons lawfully on the Condominium Property.
- In the event of a fire, all persons must use the stairways; the use of elevators is strictly prohibited.

- Any person who is unable to operate the emergency buttons shall be escorted by an individual who is able to operate such emergency buttons when riding the elevators.

#### **USE OF VALET, LUGGAGE AND 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 thirty (30) minutes at a time.
- Should your time expire, you must re-register with the Front Desk.
- No cart including the Association's grocery-style cart, is to be taken off the property for any reason.
- Association carts shall not be taken to a retail or food store off-site for the purpose of carting groceries or personal items to and from a retail store or location other than inside the property.

#### **PETS:**

- A Unit Owner and tenants may maintain up to two (2) domesticated pets in his or her Unit.
- Prior to occupancy of the Unit, when registering a pet, a \$200 per pet NON-REFUNDABLE fee shall be paid to the Association in the form of a cashier's check payable to **801 SMA RESIDENCES CONDOMINIUM ASSOCIATION, INC.**
- Reasonable accommodation request forms shall be submitted to the Association by any resident wishing to keep a Service Animal (as defined by Florida Statutes, §413.08(1)(d)) or Emotional Support Animal (as defined by Florida Statutes, §760.27) in a Unit prior to move-in.
- All pets must be registered with the Association prior to moving in.
- Unregistered pets' owners are subject to violations.
- Pet registration and vaccination records need to be submitted prior to move in.
- As part of the registration, the Association **may** require veterinary records, vaccination records and photographs of the pet. The Association **may** also require that the pet(s) be registered in a "Doggie DNA" program.

- Only pets that are permitted by applicable laws and regulations are permitted to be maintained at the Property. When walking through common areas, the leash extension must be kept under control.
- Pet breeds that are prohibited by applicable law or considered to be dangerous or a nuisance by the Board (in its sole and absolute discretion) may not be maintained on the Condominium Property. The Board considers the following breeds to be dangerous, and accordingly, such breeds shall be prohibited: American Pitbull Terriers or Pitbull mixes (i.e., Pitbull terrier mixed with any other breed), American Staffordshire Terriers, Doberman, Rottweiler, Staffordshire Bull Terriers or any other mix that includes one of the aforementioned breeds.
- Pets may not be left unattended on balconies, terraces, patios and/or lanai areas.
- Pets must be leashed at all times while on the Common Elements.
- The maintenance of a pet may not create a nuisance for residents of other Units.
- Residents are responsible for picking up all solid waste of their pets and must dispose of such waste appropriately.
- Pets may only relieve themselves in designated areas. Pets shall not be permitted to relieve themselves in and/or around the valet areas, in front of the Hotel and/or Condominium lobbies, in front of any Commercial Units, or any seating area around the perimeter of the building.
- Any landscaping damage, damage to the surrounding artwork, or other damage to the Common Elements caused by a resident's pet(s) must be promptly repaired by the resident. The Association retains the right to effect said repairs and charge the Unit Owner therefore.
- For safety purposes, pets are prohibited in the Gym, Pool, Sky Deck (Rooftop pool), Spa Facilities, and Recreational Room Areas.
- Pets exceeding 50lbs. MUST be carried through Service Elevator ONLY.
- In the event that a pet soils the garage, elevator, or any other public area, it is the owner or occupant's responsibility to clean it up immediately, and the Owner/occupant may be subject to a fine.
- Guests or Visitors are not permitted to bring or keep a pet on any portion of the condominium property or within any individual Unit.
- Service/Assistance Animals will be subject to a reasonable accommodation request before purchasing or leasing a Unit at 801 SMA Residences Condominium, or for an existing Owner/Tenant before the Service/Assistance Animal will be allowed on the premises.

- Such a reasonable accommodation request should be made through the form/questionnaire provided upon request by the Management Office. The animal must be accompanied by the individual with the disability.
- Fish tanks and aquariums with capacities in excess of 20 gallons are prohibited.

### **NOISE:**

- Share in the mutual courtesy of your neighbors by avoiding unnecessary noise.
- Quiet hours are from 11PM – 8AM
- In order to ensure that the rights of all residents are respected, the Association requests compliance with the noise restrictions set forth in the Governing Documents.
- Construction and carpentry work within residences can only be done Monday – Friday, between the hours of 9:00 a.m. and 4:00 p.m., excluding nationally observed public holidays.
- During the quiet hours stipulated below, there should be no noise audible outside the condominium Unit, nor in the common areas.
- All occupants shall always exercise extreme care without making noise with the use of musical instruments, radios, televisions, and amplifiers that may disturb other occupants. Owners are encouraged to maintain all audio equipment six inches from the wall. Owners should also provide padding under stereos and speakers in order to ensure minimal reverberation.
- Disorderly conduct of any kind (i.e. - - violations of the Association's Declaration, Bylaws and/or Rules & Regulations, including but not necessarily limited to, illegal activity, violations of use restrictions, nuisances, breach of quiet enjoyment of neighboring Owners, etc.) is prohibited, and is grounds for removal from the area where such disorderly conduct and/or violations are occurring.
- Noise disturbances shall be reported to front desk personnel. The front desk will then, through the security vendor, investigate the source of the noise and take appropriate action. A report shall be written and provided to Management.

### **NUISANCES:**

- No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property. Additionally, no use or practice be allowed which is a source of annoyance to occupants of Units or interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants, or members.

- No noxious or offensive activities shall be carried out in the Condominium or in the Common Elements. Moreover, nothing shall anything be done therein which may be or may become an annoyance or nuisance to other residents.
- Unit Owners shall not make or permit their family, friends, agents, employees, or visitors to make any disturbing noises in the Unit or in the Building. Unit Owners also may not do or permit anything to be done by such persons which will interfere with the rights, comforts or convenience of other occupants of the Building.
- Sounds from any apartment, including televisions, radios, stereos, musical instruments, other noise producing entertainment devices, and singing should be kept at low enough volume levels to avoid unreasonably disturbing other occupants of the Building. This rule applies to both day and evening use and activities.
- Telephone ringers should be set at a moderate or low level to ensure they cannot be heard in hallways or in neighboring Units.
- Household pets are allowed, pursuant to the Declaration, so long as they do not become a nuisance to the other residents. Pets, when outdoors, must be leashed and not tied to a deck or other structure. If pets create noise, disturbances, or unpleasantness, or if in the discretion of the Board they threaten the life, safety, or welfare of any resident, the Board may rule that the pet(s) must be removed.
- No Offensive decorations or signs will be allowed to be displayed on or within the Condominium Property.
- Smoking is prohibited within enclosed or unenclosed Common Elements, including the inhaling, exhaling, burning, or carrying of any lit cigarette, cigar, or other tobacco product, electronic cigarette or similar device, marijuana, or illegal substance.
- The only areas where smoking is permitted are the Secret Garden 9<sup>th</sup> floor and while seated at the bar. The restaurant table and entire pool area are non-smoking areas.
- No person shall engage in any conduct which poses an unreasonable risk of harm to any person or property, or thar may unreasonably disturb any person's reasonable expectation of peace or quiet enjoyment of the Condominium.
- Nuisances shall be reported to front desk personnel. The front desk will then, through the security vendor, investigate the source of the nuisance and take appropriate action. A report shall be written and provided to Management.

## **TRASH:**

- Garbage must be placed in securely tied plastic bags small enough to fit into the trash chute.
- Trash or fluids of any kind must not be left in any trash rooms or elsewhere in any Common Areas (this includes boxes and newspapers).
- No highly combustible liquids are to be placed in the trash chute.
- No flammable material, lighted cigarettes or cigars shall be thrown down the chutes.
- The trash chute may not be used for the disposal of boxes/cartons, packing material, furniture, appliances and/or other bulky items.
- Bulk items and extra trash are not permitted to be placed in the trash room(s) or stairwells.
- Residents are responsible for making arrangements for the removal of any bulk items.
- No construction material shall be sent down the chutes or left in the stairwells.

## **BALCONIES AND TERRACES:**

- Balconies and terraces are an important part of the overall appearance of the Building. To ensure that all balconies and terraces remain attractive, the following rules shall be observed:
- Curtains and drapes (including linings) facing the exterior windows or doors must be white or off-white in color. The Board may disapprove of curtains and drapes facing exterior windows or glass doors that do not comply, and in such cases, they must be removed and replaced with acceptable items.
- 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 Association, no articles other than patio-type furniture may be placed on balconies, patios, terraces, or lanais or other Common Elements or Limited Common Elements (as such terms are defined in the Declaration).
- No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, Holiday or other decorative lights, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, patios, terraces, lanais, railings or other portions of the Condominium or Association Property (as such terms are defined in the Declaration).

- No rugs, clothing, towels, or other objects shall be dusted or shaken from the balconies or cleaned by beating or sweeping in any hallways or any exterior part of the building.
- Owners, occupants, and guests must not permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw anything from the Condominium or Association Property onto any of the balconies, patios, terraces and/or lanais or elsewhere in the building or upon the Common Elements. This includes any beverages, water/cleaning liquids used when cleaning the balcony.
- Each Unit Owner and occupant shall be responsible for cleaning up after themselves, their guests, tenants, and invitees when within the Association Property, including placing all trash and/or garbage in the proper receptacles.
- The watering of plants and the sweeping and mopping of balconies shall not be done in a manner that disturbs residents in other Units. Unit Owners permitting water to spill over the balconies will be responsible for all cleaning costs, permanent removal of any employee who violates this rule, and may face fines.
- Waterproof containers shall be placed under all flowerpots and planters.
- Window air conditioning units may NOT be installed by Unit Owners or occupants.
- No aluminum foil placed or any reflective or tinted substance may be placed on any window or glass door without prior written approval of the Board. Unsightly materials may not be placed on any window or glass door that is visible from the exterior.
- Unit Owners and occupants are responsible for maintaining the highest level of sanitation when upkeeping their terraces.
- At no time shall pets be allowed to use the balcony as a bathroom.
- Unit Owners and occupants are responsible for maintaining all balcony/terrace, floor patio and/or lanai sealants, drains (if applicable), and waterproofing materials in good working order. All surfaces, except railings, must be maintained with compatible materials to uphold the expected upkeep of existing materials, subject to the Association's prior approval regarding material, color, and the like.
- Stickers, adhesives, and foreign objects are prohibited on (or inside) windows.
- No Unit Owner or occupant may affix, attach, hang, display, or place anything on the exterior walls, doors, balconies, railings, or windows of the Building without obtaining the prior written approval of the Association.
- Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way. On Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, removable official flags representing the United

States Army, Navy, Air Force, Marine Corps, or Coast Guard may also be displayed in a respectful manner, provided they are not larger than 4 ½ feet by 6 feet.

- It is against Florida Law and a violation of the Fire Code to barbecue or to have open flames on balconies. Barbecues or outdoor grills may not be installed, stored, or operated on covered balconies or terraces.
- Balconies shall not be used as storage areas.
- Cabanas or other type of canopy shall not be allowed on the balcony.
- Bicycles, scooters, hoverboards, or items the like may not be stored on balconies or terraces.
- Garbage or waste of any kind shall not be left, stored or placed on balconies or terraces.
- During unusual weather, occupants who will not be in residence should remove all movable objects from the terrace. No object shall be placed upon a balcony in a way that creates a risk of falling from the balcony. All movable objects must be removed from the balcony any time an owner is not in residence, in the event of a hurricane or windstorm.
- The Association reserves the right to approve the exact material to be used on balconies, terraces, patios, and/or lanais. 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 are strictly liable for violations of these restrictions and any resulting damages. The Association shall have the right to require immediate removal for violations.
- Cutting of any material is not permitted outside of a Unit, including on a balcony. Unit owners are responsible for compliance, including, but not limited to, meeting all requirements of the Association such as obtaining permits and insurance for the Association, and Unit Owners must complete installation prior to the Unit occupation.
- The installation of any improvement or heavy object, except typical outdoor furniture, must be submitted to and approved by the Association, ensuring compatibility with the overall structural design of the building.
- No Unit Owner shall install 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 approval of the Association.

### **DOORS (UNIT ENTRY DOORS, DOORBELLS, KNOCKERS, HANDLES & LOCKS):**

- Changes or additions to the Unit entry doors, except for locks, are not permitted and any application for such will be denied.
- Occupants must submit an Architectural Modification Form to add or change locks on the door. Locks generally will be approved so long as they keep with the scale of the door, match the color of the other hardware on the door, **and the applicant provides a copy of the key to the Association for emergency access to the Unit.**
- Repainting the interior Unit side of entry doors is permitted without Association approval.
- Repainting of the corridor side of entry doors by owners or occupants is prohibited.
- Camera/bell electronic devices in private foyers are permitted but PROHIBITED in any service hallway.

### **INSURANCE:**

- Unit Owners are mandated to insure personal property, including hard surface flooring, wall finishes and ceiling coverings, electrical fixtures, appliances, water heater(s), water filters, built-in cabinets and countertops, and window treatments.
- Accordingly, any policy obtained by the individual Unit Owner and/or resident should provide coverage for the above-referenced items.
- It is further recommended that individual Unit Owners and/or occupants maintain insurance for personal property, hazard and liability on their Unit, regardless of whether they have a mortgage, and shall be required to furnish a copy of such to the Association upon request.
- Tenants must have rental insurance and provide a record/copy of such policy to the Residential Office.

### **COMMON ELEMENTS OF THE CONDOMINIUM:**

- The Common Elements are for the exclusive use of Association members, their immediate families, and guests.
- A resident must accompany guests using Common Elements.
- The front entrance of the lobby is reserved for residents and their guests only.

- Contractors shall not be allowed seating in the lobby area or Valet seating this area.
- All deliveries and service personnel must use the service/receiving entrance and service elevators.
- All pets must be kept on a leash in the Common Elements located within and around the Building and in designated areas.
- No pets are allowed in the Amenities area.
- Sidewalks, entrances, passages, lobbies, hallways, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than ingress and egress to and from the Condominium Property. Carts, bicycles, electrical scooters, carriages, chairs, tables, or any other objects must not be stored thereon, except in the areas (if any) designated for such purposes.
- Riding bicycles, electrical scooters, skateboards, rollerblades, hoverboards or the like through the main lobby entrance is strictly prohibited. Hoverboards must be carried over throughout the lobby entrance and valet curbside.

#### **RESIDENTIAL POOL AND DECK:**

- The hours of operation are from **dawn to dusk daily**.
- Pool deck furniture, including chairs and cushions, must not be removed from the areas.
- Chairs, pads, umbrellas, and cabanas left unattended for more than one hour will become available for others to use.
- All chairs and furniture are available on a first-come, first-served basis and may not be reserved.
- The association is not responsible for any items left unattended or removed from chairs.
- Minor children must always be accompanied by an adult.
- Swimmers must shower before entering the pool or spa.
- No animals are allowed on the pool deck or in the pool.
- Glass items are not allowed on the pool deck.
- Children in diapers are not allowed in the pool (Swimming diapers are acceptable).

- An adult must always supervise infants in the pool.
- Nude swimming or sunbathing is not allowed at any time.
- Pool and pool deck games are allowed as long as such games do not disturb others or pose a hazard.
- Any person engaged in a pool game must stop if it becomes a nuisance or hazard, as determined by Management.
- Damage to Association Property or to property of residents, guests or visitors shall be the responsibility of the person(s) causing such damage and/or their parents or legal guardians.
- Physical games such as baseball, soccer, football, ball throwing, etc. are not permitted on the pool deck.
- All cushions on pool chairs and pool lounge chairs must always be covered with a towel while in use.
- No musical instruments or sound systems, except for headsets, are allowed on the pool deck.
- Umbrellas may be temporarily removed from the pool deck in the case of high winds, at the discretion of management.
- Smoking is not permitted on the pool deck.
- Scooters, roller blades, bicycles, skateboards, or other mechanical recreational equipment shall not be used at the pool deck.
- No outside food nor Alcohol is permitted in the pool area on the 9<sup>th</sup> floor.
- The hotel will provide towel service ONLY at the 9<sup>th</sup> floor pool.
- Towels should be turned back to the pool attendant at end of pool usage.
- Taking towels to the residential Units is not allowed and will be tracked accordingly. A violation will be issued in case towels are not returned after usage.

## **9<sup>th</sup> FLOOR CLUB ROOM**

- The Club room is open from 9:00 A.M. to 9:00 P.M
- The club room cannot be reserved for exclusive use.

## **SKY LOUNGE – 45 & 46<sup>th</sup> FLOOR**

- Owners and tenants may access the Sky Lounge and Terrace only through Service Elevator 1 and/or Resident elevator 3 using their biometric access.
- Owners and tenants are allowed to bring food and beverages to the Sky Lounge; however, no glass is allowed on the outdoor terrace, and trash must be disposed of. Disposable items are recommended.
- Glass is permitted inside the Sky Lounge.
- You are required to clean up after yourself and dispose of any food, cans, sodas, etc.
- Loud music is not allowed at the Sky Lounge.
- Jacuzzi time is limited to 15 minutes if another Resident is waiting.
- Owners and tenants can reserve for private events.
- Reservations for private events must be made at least 7 business days in advance through the mobile app.
- A maximum capacity of sixty-five (65) guests total are allowed.
- All event guests must be registered with the management office at least 72 hours in advance, with a full guest list provided by the resident.
- The resident is responsible for the cost of adding an additional valet attendant and a security officer exclusively assigned for the event, as well as any additional costs related to the event's organization.
- Capacity control will be strictly enforced to comply with building security company regulations.
- There is a \$600 rental fee for private events, which includes cleaning.
- A \$1000 refundable security deposit should be submitted to the Management office at least 48 hours prior to the event. The deposit will be refunded based on an inspection of the space's condition after the event.

- Deposit may be withheld in the event of damage.

### **ROOFTOP – 58<sup>th</sup> FLOOR**

- The Rooftop is open daily from sunrise to sunset.
- Owners and tenants may only access the Rooftop through the Service Elevator 1 using their biometric access.
- The rooftop area is a private and relaxing area for Residents only.
- Owners and tenants are allowed to bring a maximum of 2 visitors per Unit.
- Glass is not permitted on the Rooftop.
- Owners and tenants are allowed to bring food and beverage but must dispose of their own trash.
- Owners and tenants are required to clean up after themselves and dispose of any food, cans, sodas, etc.
- Lounge chairs **MUST** be covered with towels at all times
- Umbrellas must be used with care and closed upon leaving the Roof top pool deck.
- Loud music is not allowed on the Rooftop - all Visitors to the Rooftop must respect other neighbors and turn off music to maintain a relaxed environment.
- The Barbecue on the 59th Floor can be reserved via the mobile app. There is a deposit required.

### **APPLIANCES:**

- **Only properly trained, licensed, and insured companies may move, disconnect, re-arrange, or alter the appliances in a Unit.** Using an unqualified vendor could lead to significant water loss and/or damage to the equipment, for which you may be held responsible. Please contact the Management Office for a list of qualified vendors.
- All contractors working in Units (e.g., – decorators, flooring companies, tradespersons, etc.) must be licensed and insured.
- Copies of each of the following must be on file with the Management Office, prior to the contractor commencing work:
  - Current Certificate of Insurance for General Liability Insurance with limits of at

least \$1,000,000.00 and 801 SMA Residences Condominium Association, INC. 801 South Miami Avenue, Miami, FL, 33130 an additional named insured.

- License and applicable permits (i.e., occupational license and/or state license for specified discipline).
  - Current Certificate of Insurance for Worker's Compensation.
- No contractor / tradesperson can be given access to your Unit without prior submission of these documents to the Management Office.
  - All required Permits must be submitted to the Management Office and posted prior to commencement of work.
  - A contractor orientation with the Building Engineer must be conducted before starting a project. The Chief Engineer will conduct daily inspections to ensure the scope of work submitted is the one being executed.
  - A final walkthrough will be conducted prior to returning the security deposit.
  - Unit Access authorization forms signed by the resident must be filed prior to commencing work.
  - Architectural modification application form with plans signed and approved and/or detailed description of interior modifications must be approved by the Association.

#### **EMPLOYEE INTERACTION AND SUPERVISION:**

- No person may verbally or otherwise abuse any of the Association's staff. All Association contractors and vendors are under the supervision of the Community Association Manager. No person shall reprimand or discipline any contractor or vendor, nor request that a contractor or vendor leave the Condominium Property for any reason.
- Any contractor or vendor 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 Condominium 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, balcony or terrace, or on the Common Elements, other than as is reasonable and customary in vehicles and/or in cleaning supplies.
- Please promptly notify the Management Office of any spills or suspicious liquids.

### **PACKAGE DELIVERY/RECEIVING:**

- The receiving department's hours are as follows: MON – FRI 8:00am to 8:00pm / SAT 10:00am to 2:00pm
- Packages will be held in the receiving area for Ten (10) days.
- After Ten (10) days, packages not picked up after ten (10) days may be returned to the sender.
- Please notify management office if you will be away for a period greater than ten (10) days.
- An additional service is available in which the receiving team will deliver your packages to your foyer at a cost determined by the Board of Directors from time to time. The current price for this additional service is \$360. Please see restrictions and service details. The Board of Directors may increase or decrease the foregoing price at any Board meeting without amending these Rules and Regulations.

### **PERSONAL SERVICES / RECEIVING:**

- No person shall request special personal services from the Association's contractors and/or vendors (concierge excluded) whom are on duty or the personal use of the property's furnishings or equipment that are not ordinarily available for use by such individuals.
- Please note that the Association's vendors and contractors may not have or hold any employment or contractual relationship that would create a continuing or recurring conflict between their duties or that would impede the full and faithful discharge of such duties.
- Owners are jointly and severally (in the discretion of the Board of Directors) responsible with their contractors for the actions of their contractors or trade persons.
- Owners are responsible for communicating contractor/trade person rules and regulations to the respective individuals.
- All deliveries of materials and supplies must be arranged at least 48 hours in advance with the Receiving Department. Transportation of materials and supplies will be on an appointment basis since our loading dock is very small.
- VISITOR BADGES MUST BE WORN WHILE ON CONDOMINIUM GROUNDS, WHICH ARE ISSUED BY THE DOCK MASTER.
- CONTRACTORS MUST ENSURE THAT THEY DEPART FROM THE BUILDING BY 4:30PM. SHOULD SECURITY BE REQUIRED TO ESCORT CONTRACTORS OFF THE PREMISES, COSTS WILL BE BORNE BY THE VIOLATOR.

- The Loading Dock is open Monday through Friday from 9:00am AM to 5:00 PM and closed on weekends and all Federal holidays.
- Smoking is not permitted inside the Unit or in the vicinity of the Building. Fines will apply if cigarettes are found on the grounds.
- Work inside a Unit cannot begin until 9:00 AM.
- All work including cutting, painting, carpentry, etc. must be performed in the Unit or off the premises. The Foyers and Hallways are not available as a work area.
- Smoke detectors must be covered with a net when heavy construction is underway. Please see the Receiving office for assistance in this area.
- Management reserves the right to ask moving, delivery or contractor personnel to leave the property and/or deny future access if any of the above-described policies are not followed.
- Please contact the Receiving Office if you require additional assistance.

## **ARCHITECTURAL CONTROL:**

### **Architectural modification (Pending Review package)**

- Before any commencing any construction in a Unit, the Unit Owner must submit a letter to the Management Office specifying the details of all work to be performed. This letter should include dates of commencement and estimated completion, evidence of insurance, copies of building permits, copies of the permitted plans; a list of contractors, subcontractors, copies of their licenses, and insurance.
- The association offers 2 Architectural modification packages: one for Minor works - no permits needed - (Find below additional specification) and another for Unit Modification Package - Renovations that need permits. Please contact the Management office to request the **appropriate package**.
- No work may be undertaken prior to obtaining the Association's approval and the Board Review supported by the Architectural committee, with which may be conditioned in any manner deemed appropriate by the Association.
- All contractors must submit proof of insurance naming **801 SMA Residences Condominium Association, INC as an additional insured**. Insurance requirements and the necessary forms are available through the Management office.
- A copy of the Building Care Rules is included in the Architectural Modification application submitted by the Unit Owner and must be signed by their contractor.

- All remodeling plans, including mechanical, electrical, and plumbing work, must be submitted a minimum of 2 weeks in advance to the Management Office.
- All proposed work will be reviewed by the Board of Director's designated representative (architect or engineer) at a cost paid by the Unit Owner (subject to increase or decrease) to ensure that the proposed work will not modify the existing building components.
- Unit Owners or their agents shall ensure that no damage occurs to the service elevator, corridor floor covering, wall covering, ceiling, paints or any other portion of the common elements as a result of remodeling said condominium Unit.
- A check in the amount of \$7,500 to **801 SMA Residence Association, Inc.** must be submitted as a security deposit for any damage to the common areas that may result from the contractors' work in your Unit. Contractors will have thirty (30) days from the date the modification is completed to request the security deposit from the Management Office.
- No Unit remodel or architectural upgrade may have a duration of more than one (1) year, in any particular Unit, to protect the service elevators from additional wear and tear.
- Contractors shall dispose of all debris and garbage outside of the property. The common areas must be clean and undamaged at all times.
- Contractors shall be obligated to place floor coverings from the loading area to the applicable unit when delivering and/or removing construction materials to or from a unit. Contractors shall be obligated to place wall protection or covering where directed by the Association.
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- The number of contractors working inside a Unit simultaneously, shall not exceed more than 2 contractors or trade men per the number of bedrooms.
- The common element areas must be covered with protective materials, as specified in the contractor orientation. All service corridors must be cleaned, removal of trash and debris are removed at the end of each workday.
- No onsite parking is available for any general contractor.
- All plumbing repairs requiring the building's water lines to be shut off must be scheduled with the Management Office at least 48 hours in advance, except in the event of an emergency.
- No Unit Owner or their agents shall make any addition or alteration to any common element area without obtaining written approval.
- Excessive construction noise generated in an owner's Unit, for example, from jack hammering and/or chipping, is permitted only from 11:00 AM to 4:00 PM, Monday through Friday. The Association requires the owner and/or the General to advise the management

office at least 5 days in advance of any scheduled jack hammering and/or chipping. Management will send a communication to the residents in advance.

- No construction work will be permitted the following dates:
  - All federal holidays
  - Friday after Thanksgiving
  - From December 24th until first Monday of January.
- Owners shall be jointly and severally with their contractor(s) liable for all damage caused by their contractors to the condominium property. If so determined by the Board of Directors, the resident will bear the burden of payment for damages and can pursue personal reimbursement from the company.

### **Minor Work Contractor agreement (copy paste from the form)**

- Owners planning minor alterations not requiring city permits, such as Painting, Baseboard replacement, Wallpaper, or Cabinetry, must complete the following prior to start of work:
  - Request the Minor Work Contractors agreement to the Management office.
  - This form needs to be signed by the owner and returned to the Residential Office with the following attachments.
  - The Scope and location of work in complete detail
  - The contractor's license, liability insurance and workers compensation insurance must be included with the application.
  - If the job requires permits, the permit application must also be included.
  - Once the permit is issued by the City, the Association must have a copy before work can commence. Also, once the job is completed the owner is required to provide the completion permits. If the job requires a permit the full Alteration Application needs to be completed as well.
  - Contractors or Unit Owners must notify the Residential Office 72 hours prior to beginning the job if any noise is made, giving the association an opportunity to notify any neighbors.
  - Fees: \$100.00 non-refundable application fee paid in debit / credit card or cashier's check made payable to 801 SMA Residences Condominium Association, Inc..
  - Materials: If any materials are brought to the Unit, a reservation must be made with the Residential office prior to reserving the service elevator.

- Approval: The Association will take up to 5 business days to review and approve plans before work may commence.
- Access to Unit: The owner / and or Unit representative must be present to grant access to the Unit. The Residential office will not provide access to the Unit.

### **POLITICAL/RELIGIOUS FUNCTION:**

- Condominium Property may not be used for functions related to past, present, or future fundraising efforts for political causes unless specifically permitted by the Board.
- The Building facilities shall not be used for organized religious services unless otherwise determined by the Board from time to time.

### **SOLICITATION:**

- Solicitors are not permitted in the building.
- If any resident is contacted by a solicitor on Condominium Property, they must notify Management immediately.
- Door-to-door solicitation of any type, including canvassing for charities, is prohibited. **Association Management is authorized by the Board to distribute Association-approved material door to door, as necessary.**
- Delivery of newspapers requested/subscribed to by residents is acceptable.

### **STORAGE:**

- Except in recreational or designated storage areas determined by the Board, no playing or lounging shall be permitted, and personal property, such as baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles must not be left unattended in public areas of the Building, passageways, parking areas, sidewalks or lawns or elsewhere on the Common Elements.
- All items must be placed inside your Unit or in designated storage areas if applicable. Please refer to Balconies and Terraces Section of these Rules and Regulations regarding storage.
- The association has no available storage for rent or purchase.

## **SECURITY**

- **All front doors MUST be closed due to fire risk.**
- Owners or residents may not access unauthorized areas without prior approval from Management.
- Unit Owners/Lessees must notify the building administration if someone is authorized to remove personal property. This must be done in writing and signed by the owner/lessee. Homeowners or lessees are responsible for any common area damages incurred by any visitor(s).
- If an owner/lessee loses their key, they may request assistance from Management (during business hours) or Front desk (after hours). If a locksmith is required to gain entry to a Unit, the owner/lessee shall be responsible for all costs and expenses incurred.
- Any emergency or violation shall be promptly reported to the front desk for Security to document.
- Law enforcement officers will be directed to the property manager, or if the property manager is unavailable, to the front desk personnel on duty.
- Residents are responsible for locking Unit doors and adhering to security regulations.

**NOTE:** Every Owner and occupant shall comply with these Rules and Regulations and with any additional rules and regulations which may be adopted by the Board from time to time, as well as with the provisions of the remaining Governing Documents, as the same may be 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 of the Association, 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, 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.

These Rules and Regulations shall apply to all other owners and occupants even if not specifically so stated in portions hereof. The Board 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 and occupants should refer to all references, exhibits hereto, the sales contract, other Governing 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.

## EXHIBIT A

### Addendum to Residential Lease

This Addendum (the “Addendum”) is made by and between: (i) \_\_\_\_\_, (the “Landlord”); and \_\_\_\_\_ (the “Tenant”), on \_\_\_\_\_, 202\_ (the “Effective Date”). Landlord and Tenant may be individually referred to herein as a “Party” or collectively as the “Parties”.

#### RECITALS:

A. Landlord and Tenant are parties to a lease agreement executed by the Parties on \_\_\_\_\_, \_\_\_\_\_ respectively (the “Lease”) regarding the premises identifiable as 801 SMA Residences (the “Premises”), for the term beginning \_\_\_\_\_ and ending \_\_\_\_\_ (the “Initial Lease Term”).

B. The Premises are located within The SLS Lux Residences (the “Condominium”), which is governed by the 801 SMA Residences Condominium Association, Inc., a Florida not-for-profit corporation (the “Association”), and subject to the recorded Declaration of 801 SMA Residences Condominium, as supplemented and/or amended from time to time (the “Declaration”).

C. Landlord and Tenant desire to supplement initial lease (the “Lease”) by executing this Lease and its terms as further set in this Addendum beginning \_\_\_\_\_, \_\_\_\_\_.

**Now Therefore**, in consideration of the mutual covenants in this Addendum, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows.

**1. Recitals Accurate.** The foregoing “Recitals” are accurate and incorporated herein by reference. Terms appearing in this Addendum in upper case, but not defined herein, shall have the meaning assigned to such terms in the Declaration.

**2. Tenant Registration.** The Parties acknowledge that the initial Lease and this Addendum will be executed prior to the completion of the tenant registration process, and prior to the receipt by the Association and Landlord of the background information obtained as part of the tenant registration process. Considering the foregoing, the Parties hereby agree that Landlord shall be entitled to cancel the Lease without penalty within ten (10) days following Landlord’s receipt of the tenant registration documents. To the extent the Landlord cancels the Lease pursuant to this section, Landlord shall reimburse Tenant any expense incurred by Tenant resulting from the tenant registration process.

**3. Compliance.** 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 Exhibits thereto), with the terms and provisions of any Brand Agreement, the Master Declaration and with any and all rules and regulations adopted by the Condominium Association and/or Master Association from time to time (before or after the execution of the Lease and/or any modifications, renewals or extensions of same). The applicable Association shall have the right to terminate the Lease or restrict the Tenant's use of the Common Elements and/or Common Areas upon default by the Tenant in observing any of the provisions of the Master Declaration (and its Exhibits), this Declaration (and

all Exhibits hereto), the Articles of Incorporation or By-Laws of the Condominium Association, or other applicable provisions of any agreement, document or instrument governing the Condominium Property or administered by the Condominium Association. A Unit Owner will be jointly and severally liable with the Tenant in its Unit to the Condominium Association for any amount which is required by the applicable Association to repair any damage to the Common Elements and/or Common Areas resulting from acts or omissions of Tenants (as determined in the sole discretion of the Condominium 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 therefor. 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 Condominium Association, a Tenant wishing to lease a Unit shall be required to place in escrow with the Condominium Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Condominium Association to repair any damage to the Common Elements and/or Association Property

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resulting from acts or omissions of Tenants (as determined in the sole discretion of the Condominium 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.

**4. Miscellaneous.** This Addendum is hereby made part of the Lease. The Lease remains unchanged, and in full force and effect, except and only to the extent that the Lease is modified expressly by the terms of this Addendum. In the event of a conflict between the terms of this Addendum and the Lease, the terms of this Addendum will govern and be applied.

**The Foregoing is Agreed to and Accepted by the Parties as of the Effective Date Designated Above:**

**Landlord:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Date: \_\_\_\_\_

**Tenant:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_