



RULES, REGULATIONS AND RESPONSIBILITIES

III. RULES, REGULATIONS AND RESIDENT RESPONSIBILITIES

Everyone who flies takes for granted those safety instructions that the flight attendant provides. Similarly, condominium owners think they have heard about every proper procedure, about every rule, and every regulation many times. It makes better sense not to take anything for granted. So even if you're convinced you've heard it all before, please review this section with care so that your experience at Met 1 remains pleasant and positive. As a condominium community, we are only as good as our willingness to cooperate and respect the rights and privacy of our neighbors. The following Rules and Regulations are contained in the Declaration of Condominium for Met 1 Condominium Association, Inc. (The "Declaration") They are applicable to all occupants of Units as well as to Owners.

Thank you in advance for your anticipated compliance and cooperation.

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their respective Units.
3. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. No Unit Owner or occupant shall make or permit any disturbing noises by him or his family, servants, employees, pets, agents, visitors or licensees, not permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, not permit to be conducted, vocal or instrumental instruction at any time, which disturbs other residents.

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7. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer (for as long as the Developer owns any portion of The Properties or the Future Development Property, and thereafter by the Board). Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association.
8. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
9. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.
10. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.
11. Installation of satellite dishes shall be restricted in accordance with the following:
(i) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements; (ii) the dish may be no greater than one meter in diameter, and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements.
12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium or Association Property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Condominium or Association Property.
13. No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

14. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.
15. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:
 - (a) Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within The Properties.
 - (b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
 - (c) Unit owners shall pick up all solid wastes from their pets and dispose of same appropriately.
16. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:
 - (a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.
 - (b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be
 - (c) Imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the

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hearing to review, challenge, and respond to any material considered by the committee.

A written decision of the committee shall be submitted to the Board of Directors and the unit Owner or occupant by not later than twenty-one (21) days after the meeting.

- (d) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- (e) Violations: Each separate incident that is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- (f) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (g) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- (h) Non-exclusive Remedy: These fines shall not be construed to be exclusive 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.

17. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, not to the Units owned by the Developer. All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

Rules and Regulations Addendum

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1. DEFINITIONS

Unit: Any condominium dwelling unit within the Met 1 Condominium.

Owner: Any person or legal entity registered as an owner of a Unit with the management office.

Tenant: Any person or legal entity to whom/which a lease of a Unit is granted by an Owner.

Resident: Any person or legal entity to which a lease of a Unit is granted by an Owner is also considered a Resident, unless the individual is a minor of less than 18 years of age. Any person registered as such in the community registration system by the Owner or by the Tenant, if the Unit is leased must reside full-time in the building. A Unit shall have no more registered Residents than two times the number of bedrooms in the Unit. In any case, persons not listed on the lease agreement shall not be considered a resident of the condominium.

Registered Guest: Any person registered as such by an adult Resident via written (fax, letter or email) notification to the management office. Registrations expire after a maximum of 30 days. During a calendar year, a person may not surpass 60 days as a registered guest. Continuous registrations are not permitted. Registered guests can come in and out of Met 1 without the need for further authorization but cannot be on Met 1 common property, including the use of the Recreational Facilities, without being accompanied by a Resident. All guests being registered must go to the front desk to have their picture taken and information entered into the system to facilitate access into the community.

Unregistered Guest: All guests must be registered with the front desk. Unregistered guests are not permitted and subject to trespassing remedies by the Association.

Household Employee: Any person registered as such by an adult Resident via written (fax, letter or email) notification to the management office. It is the Resident's responsibility to revoke access once the employee ceases to work for the Resident. Household employees are not allowed to use Met 1 Recreational Facilities. All household employees must go to the front desk to have their picture taken and information entered into the system to facilitate access into the community. Household employees will only have daily access to the premises from 9:00 am to 5:00 pm.

Recreational Facility: Pool Area, Jacuzzi, Pool Deck, Billiard Room, Gym Area, Saunas including the lockers, and Great Room.

Adult: A person who is 18 years of age or older.

2. PARKING AND MOTOR VEHICLES

Unauthorized Parking

No one is permitted to park in front of the condominium building unless for loading or unloading. Any person who is not a lawful owner or tenant of the property who parks in the parking garage is subject to towing without notice. Guests and visitors must utilize valet parking.

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Violations

Any vehicle parked in violation of the above requirements may be stickered immediately by Met 1 Security. Once the vehicle has been stickered, Met 1 Security will attempt to call the owner of the vehicle, if known, and inform the owner that the vehicle needs to be removed.

If the vehicle has not been removed, Met 1 Security may have the vehicle towed at the owner's expense.

Repeat offenders that have had their vehicles stickered three times within the last three months shall have their vehicle towed without warning.

Vehicles parked in fire and/or valet lanes are subject to immediate towing without notice at the owner's expense.

Speed Limit

5 miles per hour is the maximum speed permitted within the Met 1 garage.

Storage

The parking garage shall not be used as a storage area. No items may be placed behind a parking space. All items found will be removed.

Parking

The use of parking spaces shall be limited to conventional passenger vehicles only. No commercial vehicles, recreational vehicles, boats, trailers, jet skis, etc are permitted in the Met 1 garage. Only one vehicle may be registered to your assigned parking space. Second vehicles must valet park. All residents must purchase a transponder for their vehicle and must be properly displayed. In the event of a new vehicle is purchased this vehicle must be registered with management office and a new transponder must be purchased. Only residents are allowed to use the assigned parking spaces.

Condition / Repairs

All vehicles must be operable. No repairs may be made on premises except in emergencies. Inoperable cars or ones with flat tires may be towed from property at the owner's expense. In the event resident needs to contact a towing company, the management office must be notified and receive a certificate of insurance in advance.

Noise Restrictions

Excessive noise, including door slamming, engine racing and loud radio playing is prohibited. Except in an emergency, horns may not be blown in the garage.

License Plates

All vehicles must display a valid license plate. All vehicles with expired tags may be towed at the owner's expense.

Car Alarms

Any car alarm which rings in excess of 10 minutes, without correction, may be towed from the property at the owner's expense.

Damage

Damage inflicted to the property by any vehicle including oil or liquid spills shall be the responsibility of the vehicle owner.

Vehicle Theft or Damage

The Association will not be held liable for any theft or damage of any vehicle on the property.

3. BICYCLES AND MOTORCYCLES

Bicycles

Bicycles must be stored in the assigned areas and must be registered with the management office. Space in the designated area is allocated on a first-come, first-served basis. Bicycles may not be stored on any balcony or terrace. Bicycles cannot be locked or chained to any structure (i.e. fences, railings, pipe, etc.) other than the bicycle rack. All bicycles found locked to any structure other than the bicycle rack will have the lock or chain cut at the owner's expense and removed from the area.

Motorcycles, Scooters, Mopeds, and Mini-bikes

Scooters and motorcycles must be parked in a designated parking area and must be registered with the management office. Motorcycles, scooters, mopeds, mini-bikes parked in any area other than the designated parking area may be towed at the owner's expense. All vehicles must have a transponder which may be purchased at the management office.

Usage

Bicycles cannot be ridden in the garage.

Theft or Damage

The Association will not be held liable for any theft or damage of any bicycles, motorcycles, scooters, mopeds, and mini-bikes on the property.

4. SECURITY

Unauthorized Areas

No one is permitted access to restricted areas of the property, including the roofs of the condominium building and areas under construction, unless approved by a representative of the management office or a member of the Board and accompanied by Met 1 Security.

Damages by Guests

All Owners, and Tenants, if the Unit is leased, are responsible for any and all damages caused by themselves, their families, their guests and/or their household employees.

Law Enforcement Officers

No law enforcement officer may be denied access to the building. All occurrences should be directed to the Property Manager, if on duty, or Met 1 Security Supervisor if the Property Manager is unavailable.

Security Key Fobs

Key fobs have been distributed to all Owners and Tenants and additional ones may be purchased through the management office. Key fobs will only be activated for a specific Resident. It is the user's responsibility to report lost or stolen key fobs to the management office. The security access system will be programmed to deny access to Common Areas in the event the Unit is 30 days delinquent. Only upon bringing the Units fees current will the management office reprogram the security access system allowing access. Only one Fob may be purchased per registered resident.

5. MOVE-INS AND MOVE-OUTS

Hours

Move-ins and move-outs will only be allowed from 9:00 am to 5:00 pm on Monday through Friday excluding holidays and on Saturdays from 9:00 am to 3:00 pm. All moving trucks must be off the property by 5:00 pm without exception. Moves arriving after 3:30 pm will not be allowed.

Reserving Dates

All reservations must be made in advance with the management office, and pay a one-time fee prior to the move-in or move-out date.

Frequency

Only two move-in or move-out will be permitted per day in the condominium building.

Damages

All Common Areas and service elevators along the route used for the move will be inspected for damages prior to the commencement of the move. The moving company representative and Owner or Tenant if the Unit is leased, must inspect the area and sign a move-in and move-out form which will document any damages. In the event damages occur during a move, the Owner and the Tenant shall be jointly liable for all damages.

Trash and Boxes

All trash and boxes must be removed. No boxes can be left in Common Areas; otherwise the Owner or Tenant, if the Unit is leased, may be subjected to a fine.

Liability Insurance:

All moves must provide the management office with a copy of a \$1,000,000 liability insurance certificate with Met 1 Condominium Association and Met 1 Master Association named as additional insured.

License Requirements

All movers must provide the management office with a copy of their Occupational License.

Parking Restrictions

Moving trucks will be instructed by the dock master in which bay to park. No truck will be allowed onto Met 1 property unless the above conditions have been met and all moving trucks must be cleared through the management office.

Truck Size Restrictions

18 wheelers are difficult to accommodate at Met 1. Please check with the management office before scheduling the move with the moving company.

Miscellaneous

Wood furniture shipped from overseas must comply with termite control procedures according to Florida law.

6. DELIVERIES

A delivery is considered to be any product being delivered to a Unit where the delivery vehicle is on the premises for 30 minutes or less. All deliveries must be scheduled accordingly with the management office. **Deliveries will not be accepted for any person not registered as an owner or tenant of the property.**

Hours

Delivery hours are between 9:00 am and 5:00 pm on Monday through Friday and between 9:00 am and 3:00 pm on Saturdays.

Oversized Deliveries

Oversized deliveries should be arranged with the management office to ensure that protective measures are taken prior to delivery. All oversized deliveries must provide the management office with a copy of a \$1,000,000 liability insurance certificate with the Met 1 Condominium Association and Met 1 Master Association named as additional insured.

Small Parcels (UPS, Fed Ex, Dry Cleaning, Flowers, Certified Mail, Etc.)

The Receiving/Dock Master will accept these if an "Indemnification and Release" form is on file for the Unit. Otherwise, the Resident must personally sign for the package. Packages are only to be received under the name of the registered residents.

Storage Limitation

Items not claimed within 60 days may be returned to sender at the Resident's expense. The Association will use reasonable means to contact the recipient within the allotted 60 days.

Identification

ID may be required from anyone signing for a package. Packages will only be released to Residents.

Loss

The Association is not responsible for fragile or perishable items, or for items that have been signed for as stated above.

7. MAIL TO OWNERS, RESIDENTS OR AGENTS

Mailing Address

It is the responsibility of each Owner to give the Association their mailing address.

Notification / Billing

Failure of any Owner to receive any notification or billing for lack of current mailing address will not relieve the Owner of any obligation relative to the mailing.

8. KEYS AND FOBS

Association Rights

The Association exercises its rights to possess a key(s) to all Units in Met 1 for emergency purposes. All copies of keys are kept in a key safe.

Change of Locks

No Owner or Tenant, if the Unit is leased, shall change the locks or install additional locks unless duplicate keys are provided to the Association at the time of installation or re-keying.

Right to Access (Condos)

The Association has the right to access Units pursuant to Florida Statutes Chapter 718. Staff must be accompanied by Met 1 Security or the Property Manager.

Access for Maintenance, Emergencies or Government Inspection

In case of any emergency maintenance requirement, emergency of any sort, or a governmental inspection requirement, the Association shall have access to each Unit. The Association shall not delay access to any Unit if a working key is not present in the lock box in the management office. If any lock has been changed and required access is needed, a locksmith shall be called to open the Unit and the cost of said service shall be assessed to the Owner or Tenant, if the Unit is leased.

Oversight of Association Keys

Key(s) will be placed in a locked key safe in the management office and only the Property Manager or persons designated by the Property Manager will have access to the key safe.

Key and Fob Distribution

If the Unit is leased, Owners or Tenants must make private arrangements to provide keys to anyone needing access to their Unit. The management office will not be able to provide this service for insurance and liability reasons.

Lockouts

Residents may request help from Met 1 Staff if there is a lockout due to misplacement or loss of their key or fob. The person must be registered as a Resident and valid photo ID will be required and a fee will apply.

9. GUESTS

Clearance

Front desk must ask for ID, call the Resident to announce unregistered guests and record entry. If the Resident cannot be reached after 3 attempts and advance written instructions have not been received, the unregistered guest will be turned away. All guests must sign in with the front desk upon arrival to the building. All guests will have their picture taken upon the initial visit.

Rules and Regulations

All Residents are responsible for the actions of their guests, including but not limited to, any damage sustained in the Common Areas.

Pets

Guests are not permitted to bring pets to Met 1 property.

RESIDENT GATHERINGS (Units Only)

Guest Notification

Any Resident having a group of 10 or more non-Met 1 guests must notify the management office in advance and in writing, and provide a guest list so valet and Met 1 Security may be scheduled, any cost of which will be the responsibility of the Resident. In addition, checks shall be made out to the Met 1 Security Company and/or Valet Company and must be provided to the management office in advance. A 24-hour advance notice is required for such a gathering and the guest list must be provided 8 hours before the event.

Additional Valet

If 10 or more vehicles are expected for a gathering, the Resident will be required to make arrangements with the management office for additional valet services. One extra valet will be required for every 10 guest cars. If these accommodations are not made, or they prove to be insufficient, Valet/Security may deny access once the limit is reached.

Additional Security

If 15 or more non-Met 1 guests are expected at a gathering, the Resident will be required to make arrangements for extra Met 1 Security. One extra Met 1 Security guard will be required for every 15 non-Met 1 guests. If these accommodations are not made, or they prove to be insufficient, Met 1 Security may deny access once the limit is reached.

Liability and Damages

The Association accepts no responsibility for any accident or injury to any guests at any time. Owners and Residents are required to purchase Homeowners' Liability Insurance or Renters' Insurance to cover injuries or damage to personal property.

10. PETS

Registration

All dogs and cats are subject to pay a pet fee and must be registered and brought to the management office to have their picture and DNA taken prior to occupancy of your Unit. . Upon renewal of lease, tenants must renew pet registration along with paying applicable fee. Upon registering Resident will receive a colored tag to identify their dog has been registered with the management office. Annual pet registration required by all Residents.

Pet Restrictions

A maximum of two pets may be maintained in a Unit. No more than two domesticated pets (i.e. dog or cat) for each Unit and a maximum of 50 lbs combined weight at maturity. Furthermore, such pets must be: (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies or elsewhere on the Condominium property, (c) not a nuisance to other Residents and (d) not a pit bull or other breed considered to be dangerous by the City, County or the Board.

Common Areas

Pets are not allowed in the recreation facilities, or the pool area .

Pet Removal

Any pet that displays aggressive behavior or becomes a nuisance to other Owners or Residents is subject to removal upon approval by the Board. Such determination that a pet must be removed may be made at the sole discretion of the Board and such decision will be final and is not subject to appeal.

Property Access Restrictions

Pets are not allowed to run free outside the Unit. Pets are not permitted in any recreational facilities.

Leash Requirement

Pets must be leashed at all times. Leashes must not be longer than six feet and used by an individual who can control the animal.

License and Inoculations

All licenses and inoculations required by the City of Miami and Miami-Dade County must be up to date and provided to the Association upon request or at the time of application submittal for occupancy, lease or renewal.

Pet Clean-Up Charges

Residents must clean up after their pets. Residents shall not allow pet to relieve themselves on or in building, including posts, columns, walls, carpet, elevators, and hard surfaces of the building. In the event that a Resident does not clean up after their pet and has received two prior violations for failure to do so, the pet will be considered a nuisance and is subject to removal by the Association. Any cost related to the violation such as DNA testing will be charged to the Resident.

Damages

Any damages and repair costs resulting from any pet will be the Resident's full responsibility. The Board will determine damages and the Association will assess all charges in accordance with the Association's governing documents.

11. COMMON AREAS

Who May Use

Residents may use the Common Areas and guests and unregistered guests may use them only when accompanied by a Resident. Upon leasing a Unit, the rights of access to all Common Areas maintained by the Association shall be deemed transferred from the Owner to the Tenant. There will be no dual-usage permitted and any language providing such dual-usage in any lease will not supersede this rule.

Furniture and Miscellaneous Items

No one may alter, change or remove any deck furniture, interior furniture, pictures, equipment, plants, etc. located in the Common Areas.

12. GYM

Hours of Use

Monday through Sunday 5:00 am to 11:00 pm.

Usage

Usage of the gym is restricted to Owners and Tenants. Usage of the gym is not allowed by visitors or guests.

Age Requirement

Restricted to persons 18 years and over, Children under the age of 18 years old are not permitted to use gym equipment.

Posted Rules and Regulations

All persons using the gym shall obey the posted Rules and Regulations and exercise at their own risk.

Attire

Athletic shoes and shirts are required.

Conduct

Residents and their guests must not disturb the environment of the gym and should refrain from engaging in improper, disruptive or hazardous behavior. All equipment, supplies, etc. must remain in the premises. Equipment must be dried after use. All residents and guests are required to return any equipment used to its proper place.

During organized events by the Association for example: yoga or spinning class, access may not be denied to others.

Cell phone usage

Cell phone usage is not allowed in the gym. If a cell phone is taken to the gym and a call must be taken, the call is to be taken outside of the gym in order not to disturb others during their workout. If cell phone is to be used as a personal listening device headphones must be used.

Food and Beverages

No food or alcoholic beverages are permitted at any time.

Damages

All damages will be the responsibility of the Resident and their guest using the facilities.

Lost or Stolen Property

The Association is not responsible for lost or stolen property.

Time Limits

There is a 30-minute limit on all equipment, if there is someone waiting to use such equipment.

Cautions

Residents should always use due care and caution when using the facilities. Each resident or guest uses the room and equipment at their own risk. The Association assumes no liability.

Access

Residents will need an active key fob in order to access the gym.

Personal Trainer

All personal trainers must be registered with the management office and provide proof of their occupational license and certificate of liability insurance with a coverage of at least \$1,000,000 and an Indemnification and Hold Harmless agreement must be signed by the trainer and each person they train. An annual registration fee per trainer will be required. The registration fees are collected on a calendar year basis and not prorated. These agreements will be kept on file in the management office. Personal trainers may not use the gym for their own benefit or to train anyone outside of Met 1 residents. Trainers may be barred from the premises in the sole discretion of the Association in the event of a violation of these provisions.

Discipline Problems

The Association reserves the right to remove Residents and/or guests from the facilities due to violation of these Rules and Regulations or discipline problems.

13. SAUNA ROOM

Age Requirement

Restricted to persons 18 years and over.

Usage

Sauna room must be turned off after each use.

14. GREAT ROOM

Reservations

Resident wishing to use the Great Room must have a reservation at least two weeks in advance.

Registration Form

Registration forms must be completed and signed by the Resident and a Hold Harmless and Use Agreement must be executed by the Resident.

Deposit

A deposit is required. The deposit will be refunded after the room has been inspected. Any damage will be assessed to the Resident.

Utilization Fee

A non-refundable utilization fee is required.

Cleaning Fee

A non-refundable cleaning fee is required.

Music

The use of radios or other audio equipment must be kept at a volume audible only in the room. Any complaints received will require the Resident to comply and lower the sound levels.

Deliveries and Pick-Ups

Deliveries of supplies, rentals must be made during normal operating hours. The room must be restored to its original condition immediately after the event for which it has been reserved. Under no circumstance shall any items be left in the room longer than five hours after the event. All supplies and rentals must be removed as soon as the event has ended. Do not use a company that cannot pick up after the event.

Alcohol

Alcoholic beverages may only be served in the great room and its terrace. No underage consumption is allowed. Alcoholic beverages may not be removed from the great room or its terrace.

Guest List

See Resident Gatherings section.

Supervision

Continuous adult supervision of all children's parties is mandatory.

Additional Personnel Requirements

See Resident Gatherings section.

Conduct

No resident or guest may annoy others. Improper, disruptive, illegal or hazardous behavior is not permitted.

Miscellaneous

No candles allowed. No wet clothing allowed.

15. SWIMMING POOL AND JACUZZI

Assumption of Risk

All persons using the swimming pool and jacuzzi do so at their own risk.

Rules

All owners, residents, guests or permittees must follow all of the posted rules for the swimming pool and jacuzzi.

Pool Furniture

Pool furniture may not be removed from pool area.

Conduct

The Association through the management office reserves the right to have Residents and/or their guests removed from the pool area due to violation of these Rules and Regulations or discipline problems.

Guest Number of Limitation

Residents may only bring a maximum of six guests to the pool area with them per Unit. Guests must be accompanied by a resident at all times.

Age Limitations

Any person under the age of 12 must be accompanied by an adult.

Attire

Only appropriate swimwear may be worn in swimming pool and jacuzzi. No jeans, cutoffs, shorts, etc. may be worn in swimming pool and jacuzzi. No nude sunbathing or swimming is permitted. Shoes and cover-ups must be worn to and from the pool area when passing through the building lobbies.

Chaise Lounges

Chaise lounges may not be reserved.

Noise

Excessive noise, loud talking, shouting or disorderly conduct of any kind are prohibited in the pool area at all times and shall be grounds for eviction from the pool area.

Small Children

Under no circumstance are children in diapers or training pants permitted in the swimming pool or jacuzzi. All children must be supervised by an adult at all times.

Food

Food and/or picnics are not permitted on the pool deck at any time. Only snacks are allowed on the pool deck but not in the pool (example of snacks: chips, pretzels, fruit, cookies, nuts, bars, cheese, etc.) and must be at least 20 feet away from the waters edge per County code.

Alcohol

Alcohol, mixed drinks, beer, etc. of any kind is strictly prohibited at the pool or pool deck.

Glassware

Glass bottles, glass containers, ceramic or china glassware and other breakable items are not permitted in the pool. **No exception allowed.**

Smoking

No smoking is permitted at the pool or deck area at any time.

Diving

No diving is permitted in the swimming pool or jacuzzi.

Pool Toys

Surfboards, canoes, kayaks and large inflatable toys and similar items are not permitted in or near the swimming pool or jacuzzi.

Other Items

Bicycles, roller blades, skateboards or similar items are not permitted in the pool deck.

Pets

Pets are not permitted in the pool or deck area.

Audio Equipment Use

At no time may any radio or sound device annoy, distract or disturb other Owners or Residents.

Party Use

No parties allowed except by the authorization of the management office. If granted, no party can be exclusive nor can any Resident restrict any other Resident's access to the pool.

Guest List

See Resident Gatherings section.

Deposit

A deposit is required on all type of events.

Cleaning

Cleaning is the responsibility of the Resident, but a cleaning cost may be assessed and deducted from the deposit if the area is found excessively dirty.

Additional Personnel

See Resident Gatherings section.

16. OBSTRUCTIONS

Restrictions

No obstruction or cluttering of any kind on the property, including but not limited to, sidewalks, driveways, automobile parking spaces, lawns, entrance and exit ways, stairways, stairwells, hallways, patios, courts, pool deck, vestibules or other Common Areas is permitted.

Motorcycles, Scooters, Mopeds, and Mini-bikes

Cannot be left unattended in the entrances or walkways.

17. ELEVATORS

Usage

No smoking. No holding doors open. Protective pads must be used when moving large objects (Freight Elevator Only).

Damage

Owners and/or Tenants, if the Unit is leased, shall be liable for the expenses of any maintenance, repairs, replacement or damage to the elevators caused by their acts or by those of any member of their family or their guests, employees or agents. Said owners or tenants shall be responsible for all expenses incurred to repair the elevator to its original condition.

Emergency Telephones

Cannot be used for personal calls. They will only dial a central station.

18. EXTERIOR OF THE BUILDINGS

Aerials or Antennas

Aerials or antennas cannot be attached to the exterior of the building.

Satellite Dishes in Condominiums

Satellite dishes are allowed on balconies as long as the dish is secured on a tripod or planter and does not protrude beyond the balcony area and it must not be seen from the street. Under no circumstance is the dish to be attached to the balcony, wall, ceiling, or railing.

Signs

No sign, notice and or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or on any of the Units so as to be visible from the outside.

Window Coverings

Only drapes, louvers, shades or blinds are permitted. The side facing the exterior can only be white. The use of newspapers, foil, sheets, blankets or any similar covering is prohibited.

Balconies / Terraces

May not be altered either in color or structure.

19. BALCONIES AND TERRACES

Terrace and Balcony Cleaning

Owner and Resident must maintain a clean Balcony and/or Terrace. Cleaning agents (i.e., bleach, ammonia and soap) shall not be used when cleaning the balcony or terrace floors. Waste water must not be washed off balconies or terraces; this water must be extracted and disposed of inside the Unit. Owners shall be responsible for damage to the structure or any other Owner's property as a result of waste water runoff.

Inaccessible Windows

The cleaning of inaccessible windows is the responsibility of the individual Associations.

Accessible Windows, Glass Panels and Railing

The cleaning of accessible windows, glass panels and railings is the responsibility of the Owners and Residents.

Gas BBQ

It is against Florida law and fire code to store or use a gas grill or have open flames on balconies.

Use

Nothing shall be thrown or dropped from balconies (i.e., cigarettes, tobacco products, food, liquids, glass products, etc.)

Furniture

No object shall be placed on a balcony so as to create a risk (i.e., glass tables, etc.). All moveable objects must be removed from the outside when Owner is away. Furniture and planters are permitted, however they must be maintained and cannot exceed the safety and weight limit.

Storage

Balconies shall not be used as storage areas, nor shall anything be hung or left to dry on the balcony.

Cleaning, Maintenance and Watering

Watering of plants and sweeping or mopping of balconies shall not disturb others. Waterproof containers shall be placed under all planters and flowerpots. Hosing balconies is prohibited. Cleaning agents shall not be used when cleaning floors and wash water must not run off of balconies but be disposed of inside the Unit.

20. INTERIOR OF THE CONDOMINIUM BUILDING

Attachments

No hanging, pasting, attaching, or gluing any item to the common area walls, doors or windows are permitted.

Front Door

Maintenance of a Unit's front door exterior is the responsibility of the Association. The interior of the door is the responsibility of the Owner. Alterations to door (i.e. peep hole, door bell, etc.) is not permitted.

Obstructions

No mats, rugs, plants, sculpture, furniture or any other types of obstructions is permitted to be placed in the hallways of the building.

Locks

Changing the style of lock or lock plate of any Unit front door is prohibited. If your lock is changed the management office must be given a copy of your key.

Damage

All damages are the responsibility of the Unit Owner and/or Tenant, if the Unit is leased, whether damage is caused by a guest or household employee.

Solicitation

No solicitations or solicitors are permitted in the property at any time and all occupants must report solicitors to Met 1 Security.

Interior A/C

Residents and guests must not tamper with the A/C controls and vents in the common areas or foyers, etc.

Hazardous Materials

No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or in the Common Areas other than cleaning supplies or items customarily kept in vehicles.

21. TRASH, GARBAGE AND RECYCLING

Disposal

All trash, debris and garbage must be secured in appropriate bags and deposited in the correct recycling slot.

Storage

No bags, boxes or debris may be left in any service corridor, stairwell or hallway. Movers, Residents, and Contractors must immediately remove all storage containers after unpacking.

Boxes

Boxes are not permitted down the trash chutes. Boxes must be broken down and placed in the West side trash room or carried to the ground floor and placed in the large dumpster.

Restricted Disposal

No household items of 5 pounds, point/sharp items, construction debris, flammable or chemical materials, lighted cigarettes, cigars, etc or loose glass may be thrown down the trash chutes.

22. WORKMEN AND INSTALLATIONS

Arrival Notification

Access to the building by a contractor, vendor, or service person is obtained by first scheduling their arrival with the management office and filling out a contractor authorization form.

Liability Insurance

Any contractor, workman, tradesman, installer or person performing alterations or installations must provide the management office with a copy of a \$1,000,000 liability insurance certificate with Met 1 Condominium Association and Met 1 Master Association named as additional insured.

Insurance Certificate

Contractor must provide insurance certificate listing the agent's phone number and confirming that the Condo Association is named as additional insured.

Worker's Compensation

Contractor must supply proof of worker's compensation insurance and the certificate must also state that all subcontractors hired by any contractor are covered by the contractor's worker's compensation coverage. In no case, will a workmen's compensation exemption be accepted.

23. UNIT ALTERATIONS, REPAIRS, BALCONIES AND STRUCTURAL CHANGES

Permits

Any alteration or reconstruction requires applicable City of Miami permits and work will not be allowed to commence until these permits are obtained and presented to the management office.

Permission for Repairs

No architectural modification of any type may be performed without the prior written permission of the Board.

Application

An application must be filed and permission granted for authorization to alter or relocate cabinets, doorways, walls, built-in appliances, or air conditioning, heating, plumbing, electrical or mechanical systems, tiles, carpet, etc. No wall removal that affects security systems or life safety systems is allowed. No change to exterior windows is allowed. All applications must include signed and approved construction plans and/or detailed description of interior modifications. All applications submitted must include the impact fee for flooring work and any other type of work. All applications submitted must include a refundable security deposit. Fees schedule can be obtained by the management office.

Soundproofing in Condominium Units

Unit Owners or their agents must submit all plans for hard floor coverings to the management office for review and approval. Hard floor installations must include the use of soundproof material. A copy of the specifications may be obtained from the management office.

Soundproofing Inspection in Condominium Units

No installation of any hardwood, tile, marble or any hard surfaces may be commenced without an inspection of the soundproofing and written approval by the Building Engineer.

Concrete Floors in Condominium Units

Concrete floors are prohibited. All floors must have soundproofing and floor covering (i.e., tile, marble, carpet, etc.)

Balcony Waterproofing

All balconies must be waterproofed.

Waterproofing Inspection

A copy of the requirements for all waterproofing inspections may be obtained from the management office.

Invalidation of Owner's Warranties

Any violation of these restrictions and requirements may invalidate the Owners' applicable developer warranty, if any.

Fire Chasers, Fire Risers

May not be violated, cut through or in any way altered.

Smoke Detectors and Emergency Sound Equipment

May not be concealed in soffits or covered by glass or mirrors.

Concrete Core Drilling

Due to post tension cables within the floors and ceilings, the concrete shall in no manner be disturbed, including installing small anchors.

Insurance and Worker's Compensation

All contractors and subcontractors must have a minimum of \$1,000,000 of liability insurance and worker's compensation insurance. Certificate of insurance must be supplied with Met 1 Condominium Association and Met 1 Master Association listed as additional insured.

Contractor and Subcontractor ID's

All contractors and subcontractors must wear and display a Met 1 work permit ID badge at all times while on the Met 1 property.

Hours of Work

Work can only be performed between the hours of 9:00 am to 5:00 pm. No commercial work is permitted on weekends or holidays. Utilities (phone, cable, gas, electricity, etc.) may make special arrangements with the management office and may be exempt from these restrictions.

Emergency work will only be permitted if failure to act would cause damage to the property. The management office may, at its discretion, allow for other type of work outside these hours.

Telephone Installation or Repair

Allowed at all times, but Met 1 Security must be notified prior to arrival.

Cable Installation or Repair

Allowed at all times, but Met 1 Security must be notified prior to arrival.

Garbage

All debris must be removed at the end of each day. No garbage to be thrown down trash chutes or left in garages or on balconies.

Cleaning

The cost of any extra cleaning required due to work in an Owner's Unit will be billed to the Unit Owner.

24. UNIT AIR CONDITIONING

Use

A/C Units must remain on and at a setting on or below 80 degrees Fahrenheit when a Unit is not occupied in order to avoid mold or mildew in the Unit and possible contamination to an adjacent Unit.

Damages

In the event an Owner does not leave A/C on and the adjacent Unit becomes contaminated, the Owner shall be responsible for any and all damages to the adjacent Unit and the Common Areas of the Association.

25. PLUMBING

Restrictions

No disposal of sweepings, rubbish, construction debris, grout or other foreign matter allowed in household plumbing.

Damages

Residents who use the plumbing for such purposes will be held financially responsible for any repairs. Plumbing stoppages are not under warranty.

26. CONDUCT

Restrictions

No person in a Common Area of the property shall engage in loud and boisterous or other disorderly, profane, indecent, immoral or unlawful conduct.

Skateboards, Roller-skating, Roller-blading and Bicycling

No skateboarding, roller-skating, roller-blading or bicycling is permitted in the lobbies, corridors, pool area, parking garage or deck area.

Guests

The Owner and/or Tenant, if the Unit is leased, shall be held totally responsible and liable for the conduct and actions of all residents in the unit, registered and unregistered guests, household employees and pets.

Consumption of Illegal substances is strictly prohibited on the property.

27. SMOKING

Smoking Damages

Residents or guests setting off smoke detectors or pull stations may face sizable fines and be required to pay all fines imposed by Miami or Miami Dade County Fire Departments.

Common Areas

Smoking is not permitted in recreational facilities or common areas.

28. NOISE

Restrictions

No Resident shall make or permit to be made any disturbing noise within their Unit nor allow guests, family friends, servants, employees, agents, visitors or licensees to do so in any way that interferes with the rights, comforts or conveniences of other Residents.

Mechanical Noise

No Resident shall play or allow to be played any musical instrument or operate or allow any telephone, TV, radio or sound amplifier in their Unit as to be unreasonably disturbing or annoying to other Residents.

29. DAMAGES

Owner's Responsibility

Owners shall be liable for all damage caused by guests, tenants, family, employees, contractors, assignees, or pets.

Damage Assessments

All damages assessed to any Owner shall be due no later than 30 days from the date of assessment and shall accrue interest at the applicable rate per month until such charges are paid.

Definition of Damages

Damages shall include any charges or costs incurred by the Association in the enforcement of these Rules and Regulations, including, but not limited to, legal fees, staff overtime, repair or replacement of amenities, Met 1 Security charges or police protection.

30. EMPLOYEES OF THE ASSOCIATION

Direction of Employees

All Association employees are hired by and remain under the direction of the Property Manager. These employees are all assigned to specific duties and may do no other work unless authorized by the Property Manager. Owners shall not be permitted to give orders or direction to any employee of Met 1. All maintenance requests shall be directed to the Property Manager. Business between Owners and the Association shall be transacted in the management office under the direction of the Property Manager unless otherwise approved by a member of the Board.

Maintenance Personnel

Maintenance personnel are employed only for maintaining Association property.

Working Hour Restrictions

During working hours, no work may be done by any Met 1 employee on or in a Resident's private property except in an emergency as approved by the Property Manager.

Use of Employees

Employees of the Association are not to be used by Residents for personal errands.

31. LOBBY ENTRANCE

Restrictions

No skateboards, rollerblades, roller skates, are permitted to be ridden in the lobby. Worker's materials, delivery carts, equipment, supplies, construction materials or equipment, machinery, or any type of wheeled vehicle are permitted to access the buildings through the receiving area. All entry or exit for these items is to be accomplished from the loading dock.

Luggage Carts

Luggage carts are provided for the convenience of the Residents and must be under the control of authorized personnel at all times. Carts may not be used for moving purposes. Photo ID must be left at the front desk when signing out the cart.

Workmen/Service Personnel

No workmen or service personnel are permitted to loiter in the lobbies of the building.

Attire

Proper attire is required at all times in the lobby. No wet clothes are allowed. No bare feet are permitted in the lobby, lobby hall or any other common area with the exception of the pool.

32. LEASING UNITS

Board of Director's Notification

The Owner must notify the Board in writing of their intent to lease any Unit.

Application

The Owner must supply their prospective Tenant with an application package to be completely filled out.

Application Fee

An application fee will be charged for each person who is seeking to lease/occupy the unit. No processing of the lease application will begin until all fees are submitted. A fee schedule may be obtained by the management office.

Approval Restrictions

Approval will be contingent upon satisfaction of any outstanding assessments or fees owed to the Association prior to the date of move-in. Approval is subject to credit requirements.

Liability and Damages

Owner will be jointly and severally liable for all damages of any kind whatsoever, including court costs and reasonable attorney's fees, incurred by the Association as a result of any Tenant or guest failing to abide by the applicable governing documents and these Rules and Regulations. Approval of any lease will constitute the automatic appointment of the Association as the Owner's attorney-in-fact to act on their behalf in connection with the enforcement of any of the rights given to landlords under the Florida Residential Landlord Tenant Act and is irrevocable by the Owner during the tenancy.

Application Timeframe

Owners should allow up to 14 days approval time for either a sale and 7 days for a lease.

Certificate of Approval

The Board will issue a signed Certificate of Approval. Without this Certificate, no lease of any Unit shall be permitted to take place and no move-in shall be allowed.

Deposits

The Tenant will be required to post a security deposit with the Association. This deposit will be returned to the Tenant within 30 days of move-out if no Common Area damage has occurred. A fee schedule may be obtained at the management office.

Lease Registered

A copy of the signed lease must be submitted to the management office.

Orientation

All approved buyers and Tenants must complete an Association orientation prior to moving in.

Keys and Key Fobs

Must be provided by Owner or agent.

Assignment of Lease or Renewal

Leases may not be assigned or sublet. Renewal notifications must be received one month in advance. If renewed, new lease must be drawn up. Lease renewal is subject to Board approval.

Assignment of Rights to Use Amenities (Dual Usage)

Dual usage will not be allowed when a Unit has been leased. In accordance with Florida law, a Tenant shall have all use rights in the Association property and those common elements

otherwise readily available for use generally by Unit Owners and the Unit Owner shall not have such rights.

33. LISTING AGENT PROCEDURES

Owner Notification

Owner must report all listings to the management office in the case of either a sale or lease.

Listing Agreement Filed

A copy of an executed listing agreement for the applicable Unit must be provided to the management office.

Sale or Lease Packages

Sale and lease packages are available at the management office Monday through Friday, 9:00 am to 4:30 pm excluding holidays. Estoppels procedures are included in the sales packages. Form should be given to closing agent. All requests for documents must be received in writing or via fax. All sale or lease packages must be completed before submission. Listing agents or Owner shall be responsible for providing assessment fee information to prospective purchasers.

Times of Showings

Monday through Sunday: 9:00 am to 6:00 pm.

Keys and Key Fobs

Listing agent must have keys and key fobs. Met 1 Security will not provide access to the unrestricted common areas of the building.

Lockboxes

Electronic or other lockboxes are not permitted.

Multiple Viewings

Listing agent may not show additional Units unless the listing agent of the other Unit is also present.

Visitors

Listing agents are not permitted to bring non-prospects to the property.

Appropriate Attire

Business or business casual attire is expected from realtors and prospective Residents. Inappropriate attire may be cause for denied access.

34. HURRICANE PROCEDURES

Notification of a Storm

Upon notice of an approaching hurricane, all furniture, plants and any other objects must be removed to the interior of the Unit.

Owner Absence During a Storm

If a Resident is going to be absent from their Unit during the hurricane season (June 1 through November 30) they must remove all furniture and other objects from the balconies and terraces in advance of their departure. Any absentee Resident or Owner that fails to remove all objects

prior to a pending storm from the balcony will be assessed a fee for the use of personnel to vacate balconies.

Windows, Sliding Doors and Glass Doors

All must remain tightly closed and secured.

35. FIRE SAFETY

Inspection

To save lives and minimize property damage, the fire-safety features of the Unit must be inspected and maintained on a regular basis.

Fire Exits

Never lock fire exits or block doorways, halls or stairwells. Fire doors not only provide exit but protection. Never prop fire doors open.

36. VIOLATIONS OF RULES AND REGULATIONS

Levying of Fines

The governing documents of the Association and Florida law permit the levying of fines for violations of these Rules and Regulations of the Association.

Violations

In accordance with Florida law, the administrative process for levying a fine starts with a letter from the Board of Directors, either hand-delivered or certified mail, citing the violated rule or regulation and requesting the Resident to cease such rule or regulation violation. The letter may also contain the date, time and place of the hearing before the Fining Committee which will be approximately 14 days from the mailing date of the notice.

Fining Committee Meeting

At the hearing before the Fining Committee, the Resident may present witnesses and evidence or provide mitigation for their alleged acts.

Fining Committee Findings

The Fining Committee may levy a fine of no more than \$100, or \$100 per day of non-compliance up to a level of \$1,000, or any amount allowed pursuant to Florida law.

Notification of Fine

A written decision of the Fining Committee will be mailed to the Resident no later than 21 days after the hearing.

Payment of Fines

Payment of fines must be made no later than 14 days after the fine is levied.

Noncompliance after Hearing and Fees

Continued non-compliance by the Resident will lead the Association to cure the violation through the legal process with all fees and costs to be the responsibility of the Resident.

Remedies and Rights

These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise entitled; however any penalty paid by

the offending Resident shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Resident.

37. RULE CHANGES AND EXCEPTIONS

Cumulative Rules and Regulations

Rules and Regulations will be cumulative with the covenants, conditions and restrictions set forth in the governing documents of the Association; provided that the governing documents will control in the event of conflict or inconsistency.

Application of Rules and Regulations

All of these Rules and Regulations shall apply to all Owners, Tenants, Residents and Guests even if not specifically so stated in portions thereof.

Changes

The Association reserves the right to change or revoke existing Rules and Regulations and to make such additional Rules and Regulations from time to time as may be necessary or desirable for the safety and protection of the property and its occupants, to promote cleanliness and good order, and to assure the comfort and convenience of members.

Photo Shoots

Photo shoots will not be permitted in the common areas of the property without Board approval.