



RULES AND REGULATIONS

The Common Elements of the Condominium are for the exclusive use of the Association members and their immediate families, permitted lessees, resident house guests and guests accompanied by a member. No other person shall be permitted to use the Common Elements of the Condominium without the prior written permission of the Association.

I. USE OF COMMON ELEMENTS

The Cafe- Located on Level P4 on the Pool Deck

The Cafe is operated by a private company and is allowed to sell food and beverages to Residents and Staff.

Business Center Meeting Room- Located on the South side of Level M1

The Business Center Meeting Room is provided for the Owners' use for business meetings, business receptions, and business-related work projects. This area is available by reservation only to Owners. Reservations must be made through the Front Desk.

Business Center – Located in the North side of the Lobby

The Business Center is equipped with computers, printer, scan and fax. Please see the Front Desk for access.

Children's Playroom - Located on the North side of Level P4

The Children's Playroom is provided for the Owner's use as a location where children are welcome to play. All children must be accompanied by an adult guardian.

Teens Room - Located on the South side of Level P4. Please contact the concierge for games and accessories.

The following requirements and restrictions will apply to parties in the common areas room:

Arrangements to reserve the common area room for private affairs must be made with the Administration Office at least one (1) week in advance to the event.

A \$500 Common Area security deposit is required for activities in the Common Areas. This will be returned immediately after inspection of the area. Any damage will be assessed to the party sponsor.

A \$150 non-refundable cleaning fee will be assessed for each event.

The Owner/Resident(s) will also be responsible for additional valet service at a cost of \$85.00 per valet with a minimum of four (4) hours per valet. One (1) additional valet will be required for every ten (10) vehicles. Valet service will be billed at a rate of \$14/hr per valet for any time exceeding the 4 hour minimum. This is an additional cost that will be the responsibility of the Owner/Resident(s) and will need to be paid at least five (5) business days prior to the function. Check must be made payable to Jade Beach Condominium.

The Owner/Resident(s) will also be responsible for an additional security guard at a cost of \$15.00 per hour for a minimum of six (6) hours. This is an additional cost that will be the responsibility of the Owner/Resident(s) and will need to be paid at least five (5) business days prior to the function. Total \$90.00. Check must be made payable to Jade Beach Condominium

No live music is permitted without the written permission of the Board of Directors.

Alcohol may not be served or used in lobby areas. No drinking shall be allowed by anyone under the age of 21 at the function. For every ten (10) persons under 21 years of age, there must be at least one (1) responsible supervising adult.

Only one party per night will be permitted in the Common Areas.

Management must be made aware of the total number of attendees for each event.

Any Owner or Lessee having a group of ten or more persons in his/her unit must notify the office in writing and provide a guest list so that valet and security may be scheduled. In fairness to all owners, guests in the Social Lounge shall not be permitted to extend the party to the lobby or reception area.

Unless approved by the Board of Directors, parties will not be permitted in the pool area. If the pool area is reserved and approved for a party, other owners, and non-guests will be permitted use of the pool area during the party.

The use of candles is strictly prohibited.

Continuous adult supervision is required for all teenage or children's parties.

The Association requires that any party wishing to reserve the common area must execute a Hold Harmless and Use Agreement (provided by management), setting out such terms and conditions as deemed necessary by The Board of Directors from time to time. A Certificate of Insurance will also be required.

Spa Treatment Rooms – Located on the North side of Level M2

The spa and fitness facility will offer residents a wide variety of amenities and services including but not limited to the following:

- Fully equipped state-of-art fitness center featuring Technogym Artis Cardiovascular and Strength Training equipment as well as a variety of free weights
- Personal Trainers available upon request
- Group Exercise Classes
- Changing area with lockers and private changing rooms
- Relaxation Room
- Sauna (*Heat Therapy*)
- Variety of Specialty Massages including Swedish, Deep Tissue, Thai
- Retail Products
- Facials
- Anti-Aging Specialty Skin Treatments

- Body treatments including anti-cellulite treatments, wraps and exfoliation treatments
- 2 swimming pools (*Sunrise and Sunset pool*)
- Towel Station on pool deck
- Outdoor Jacuzzi

A full menu of spa services will be available at the Spa. Residents may book spa services at the Spa desk or by using their Smart Touch Panel during operating hours. It is recommended that residents call in advance to book spa services. The Spa has implemented a 24-hour cancellation policy and reservations must be booked with a credit card.

Please contact the Life Style Director at 305-354-0693 to reserve these rooms for various spa treatments.

Fitness Center – Located on the South side of Level M2

Guests must check in and present their visitors pass at the reception desk each time they use the facility. Residents will need a fob to gain entry into the facility.

Any conduct determined to be improper or inimical to the best interest of the facility will not be permitted.

Any behavior or activity viewed by Management to be potentially hazardous, disruptive, threatening or inappropriate to any Resident, Guest, or Employee at the facility will not be tolerated.

Any activity determined to create an annoyance to any person will not be permitted.

Any activity which causes or which may cause physical, or cosmetic damage to the facility will not be tolerated. The cost to repair damage to the facility caused by an owner, tenant, family member, or guest shall be paid by the owner.

Proper attire is required for participants using the facility. Shoes and shirts are required in all public and recreation areas with the exception of the Steam, Sauna and locker rooms. No footwear other than appropriate shoes for that activity may be worn.

No food, alcohol, smoking or glass containers are permitted in the Fitness Center.

Owners must register outside personal trainers at the Spa Reception Desk.

Use of the Fitness Center is allowed only to persons 16 years of age and older.

Under no circumstances is any exercise equipment to be removed from the exercise area of the Fitness Center.

All facility property must remain on the premises (i.e. towels, equipment, etc.) removal of property from the premises is prohibited.

Equipment must be wiped dry after each use.

Fitness Center facilities that are gender-specific shall be used only by the specified gender.

Registration for programs and services is done at the Fitness Center Spa desk and is on a first come, first serve basis.

All residents are encouraged to consult their physician before beginning an exercise program. Staff members may offer residents basic guidance on the proper and safe utilization of the equipment. Group fitness orientations are also available as part of the scheduled program calendar.

If a resident/guest is waiting, cardiovascular equipment utilization is limited to 30 minutes.

If a resident/guest is waiting for the weight equipment, individuals should allow others to “work in” between sets.

Water or other sport drinks must be contained in non-breakable spill-proof containers.

Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.

Free weights must be restacked in the appropriate location after each use.

Stacked weight equipment should not be slammed while lifting.

All concerns, equipment malfunctions, and maintenance needs should be reported to the spa staff.

The Spa at Jade Beach offers a personal training program for residents seeking more individualized attention and guidance. Information on trainers, packages, and fees is available at the Spa Desk.

The Board of Directors reserves the right to modify, add, delete or change any rule or regulation at any time and without notice.

All other general facility rules apply.

Outside Personal Trainers and Swimming Instructors:

Residents who would like to use their private personal trainers are required to provide:

Provide proof of liability insurance. The liability insurance must name Jade Beach Condominium Association.

Provide copies of fitness certifications and license.

Exercise Room

In the Exercise Room we will be offering a variety of fitness classes for residents to enjoy structured programs and classes. Please visit the Spa Desk for scheduled programs.

All residents are encouraged to consult their physician before beginning an exercise program.

Classes are scheduled based on the interests of the residents and the availability of qualified instructors. Information on class times, dates, fees, and instructors is available at the Spa Desk and posted in the facility and elevators as well as in the touch panels in the unit or the smart phone IkatuMirigi App.

Residents may not use the studio and the equipment when classes are in session.

All equipment must be wiped down after use with the wipes and/or spray provided.

The music system may only be utilized as part of a structured and supervised program.

All other general facility rules apply.

Saunas and Steam Rooms— Located on the North side of Level M2

Saunas and steam rooms must be turned off after each use.

Participants must be 16 years of age or older to use the steam and sauna rooms.

A towel, bathing suit or gym shorts must be worn.

Women who are pregnant, persons with high or low blood pressure, heart disease or diabetes should not utilize the rooms without first consulting a physician.

Limit the usage time to 15 minutes.

Do not wear jewelry or contact lenses.

No paper materials (newspaper, magazines, etc.) are permitted in the steam rooms.

All other general facility rules apply.

Pool and Beach

Pool and beach chairs will be dressed and provided to residents and visitors by pool or beach staff. Beach chairs and umbrellas will be available to unit owners and registered guests on a “first come, first served” basis.

Any beach or pool chairs that are vacant for more than 1 hour will be assumed to be unused and will be cleaned and assigned to other residents or visitors. The beach and pool can reuse any chairs not actually occupied by a person. Beach/pool attendants will not be responsible for any items left unattended or removed from chairs. The staff is not authorized to watch and/or store personal items for any resident.

The Association shall not be liable for any personal property which is left unattended while at the beach or pool (Association shall be defined as any employees, agents, contractors, licensees, board of directors, management, etc., of the Jade Beach Condominium Association for the purposes of reference in this rule). All owners, tenants, guests and visitors are responsible for securing their valuables and any personal property while at the beach or pool.

Due to the fact that there are a limited number of chairs, umbrellas and tables, the beach and pool staff has the right to limit the number of chairs, umbrellas and tables provided to residents and guests, so that all members have the equal opportunity to enjoy the beach and/or pool. One (1) chair per guest ID will be issued. Guests must be registered each day for a guest pass which will allow them to check out one (1)

chair. Residents must be present or have given written notification to the management office. Under no circumstances will any one unit be able to use or hold more than 10% of the available chairs or umbrellas.

The beach staff can only set up within the perimeter as determined by the City of Sunny Isles. Chairs or umbrellas are not allowed outside the perimeter area.

Residents and visitors are responsible for cleaning up after themselves.

30 minutes prior to beach closing times the staff will no longer set up chairs or umbrellas.

After the beach and pool operation is closed, towels will still be available at the Front Desk for sign out. Towels must be returned to the Front Desk in order to avoid a replacement charge.

Towels must be returned to the location where they were picked up, in order to avoid a replacement charge.

Floating aids will be allowed in the Pool. Balls and toys will be allowed only as long as they do not annoy other users of the pool or pose a potential hazard to swimmers.

Flotation devices are permitted, but their use by non-swimmers requires direct supervision in the water by a person 16 year of age or older.

All infants that are in diapers must wear waterproof swimming pants in the pool. This is for sanitary reasons for all other bathers.

Due to the high temperature of the water, children under the age of 12 years shall not be permitted to use the jacuzzi without the supervision of a parent or legal guardian.

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

Proper bathing attire must be worn at the spa and pool.

Swim at your own risk. The pool areas are not supervised by lifeguards.

The pool and jacuzzi areas are open from dawn to dusk only or no later than 9:00pm.

Residents are not permitted to “drop off” their children/grandchildren without specific supervision from an adult.

Children under the age of 12 must be directly supervised by an adult in the water or from the deck at all times.

Persons unable to swim 25 yards without stopping and unable to handle themselves well in the water are not permitted in water above their shoulders.

The pool temperature will be maintained at a set temperature controlled by the staff at all times.

No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.

Glass containers or breakable objects of any kind are not permitted in the pool area.

All swimmers must shower before initially entering the pool.

Persons with open cuts, wounds, sores or blisters may not use the pool.

No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.

Infants/children not toilet trained and incontinent adults must wear swim suit diapers or snug plastic pants under their swim suits. Diapers (cloth and disposable) are prohibited.

NO diving is permitted.

Only authorized staff members are allowed in the filter rooms, chemical storage rooms, first aid station, café/ bar and staff office areas.

The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.

The pool and pool deck will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately when instructed to do so by the staff.

In order to ensure the enjoyment of the Pool and Beach facilities by all authorized users, and to control the escalating costs of purchasing lost and stolen towels, we are enforcing the following rules.

Use of the Pool facilities and Beach services are for the exclusive use of the Association Members and their immediate families and authorized lessees. Unit owners that lease their units are not permitted to use any of the building's amenities while they are leasing their unit.

Residents will be allowed to entertain a limited number of guests (other than immediate family) at the Beach and Pool area. See chart below.

BEDROOMS GUESTS

1	2
2	4
3	6
4	8
5	10

Residents planning to have more than the allotted guests at the Pool or Beach Services need to contact the Management Office 72 hours in advance to obtain Board approval. The agreement for "Use of the Common Areas" will be required to be completed.

Visitor Identification cards will be issued at the Front Desk. All guests must be accompanied by the Association Member / Unit Owner and registered at the Front Desk.

Visitor Identification cards will need to be presented to the Gym / Pool / Beach Attendant in order to use the services and receive towels.

Conduct of the guests is the direct responsibility of the resident. Guests are subject to the rules that apply to residents.

All other general facility rules apply.

Jacuzzi Located on Level P4 (Outdoor)

The Jacuzzi temperature shall be maintained at 101 degrees Fahrenheit, as recommended by the Department of Health.

Children under 12 must have adult supervision.

Pregnant women and anyone suffering from heart disease, diabetes or high or low blood pressure should not enter the Jacuzzi without prior medical consultation and permission from their doctor.

The usage time in the Jacuzzi is limited to 15 minutes. Long exposure may result in nausea, dizziness or fainting.

Do not use the Jacuzzi while under the influence of alcohol, tranquilizers, or other drugs that cause drowsiness or that raise or lower blood pressure.

All other general facility rules apply.

In an effort to achieve the highest standards of facility cleanliness and safety, there will be times when certain areas of the facility will be shut down for improvements, cleaning, and preventative maintenance. Whenever possible, maintenance days will be planned in advance and residents will be notified.

II. PARKING AND MOTOR VEHICLES

AUTOMOBILES / VEHICLES

All vehicles have to be registered with the management office. Not registered vehicles are subject to towing. The additional vehicles that exceed the assigned parking spaces will be parked by valet. The \$100 monthly charge is to cover the additional costs of valet personnel for this service.

Except in the event of an emergency, no vehicle maintenance or repairs shall be performed on the Condominium's property.

No trucks or vans exceeding 7500 pounds, no commercial vehicles, campers, mobile homes, boats, house trailers, boat trailers, recreational vehicles, or trailers of any other description shall be permitted to be parked or stored any place in the parking areas or any portion of the land enclosed in the Condominium. No vehicle may exceed 16 feet in length, 70 inches in width, or 6 feet 5 inches in height. This prohibition shall not

apply to the temporary parking of commercial vehicles for pickup, delivery, emergency service or other commercial services in the loading dock.

The foregoing notwithstanding, all owners and residents shall comply with the Moving Truck Regulation and Acknowledgment attached hereto and made a part hereof.

Excessive noise, slamming of doors, racing of engines, and the use of horns must be avoided on the Condominium property, including the garage.

Except in an emergency, no horns shall be blown on the property.

Vehicle speed shall not exceed 5-miles per hour on the property.

All vehicles parked on the property must be in an operable condition.

No vehicle may play the car radio in a loud manner while on the Condominium property.

All vehicles must be registered with the office and a telephone number **MUST** be provided to the Manager for contact in case of emergency.

If a vehicle is equipped with an alarm, which rings in excess of 30 minutes without correction, said vehicle should be towed from the property at the Owner's expense.

Damage inflicted to the Property by any vehicle shall be the responsibility of the vehicle owner.

The Owner of any vehicle leaking oil or any other automotive fluids onto the Condominium property shall be responsible for any expenditure required to restore the property to a clean condition.

All vehicles must display the Jade Beach parking permit.

Under no circumstances shall the association be held responsible for damage to or theft of any vehicle parked on condominium property.

Cars that need to be connected to an electrical outlet will need to make arrangements with administration to determine the availability of power; the cost of the installation will be the sole responsibility of the owner. No cars will be allowed to be plugged to existing electrical outlets.

BICYCLES/MOTORCYCLES

Bicycles must be stored in the designated storage rooms only. Scooters, motorcycles, mini bikes, etc., may be kept only in the parking garage in designated areas or in the relevant assigned owner parking spot. These vehicles may not be transported in the Building's elevators or through its lobby.

Bicycles, scooters, motorized skate boards, motorcycles, mini bikes, etc., may not be stored in units, hallways, or on balconies. Jet Skis can only be stored in the garage in the relevant assigned owner parking spots. Jet Skis parked elsewhere will be removed.

Bicycles shall not be ridden on the pool deck or on parking ramps.

Under no circumstances shall the association be held responsible for damage or theft of bicycles or any other vehicle left on the premises.

III. THE BUILDING

ELEVATORS

Absolutely NO SMOKING is permitted on any elevator in the building.

Damage to elevators by moving in or moving out or carrying any articles therein shall be the responsibility of the applicable Owner.

At no time shall any person use the emergency telephones for personal use.

EXTERIOR OF THE BUILDING

No radio or television aerial or antenna shall be attached to or hung from the exterior of the Building or roof thereon. No cable reception dishes of any type are permitted at any location in or on the building at any time.

No sign, notice, advertisement or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on, or upon any part of the Condominium property by any Residential Unit Owner or occupant, so as to be visible from the outside of the condominium unit. The placing of signs or directions shall be permitted only by the Developer, as per the Condominium Documents (Schedule A - Rules & Regulations Section 9).

No awning, canopy, or other projection shall be attached to or placed upon the outside walls, doors, or roof of the building.

All window coverings shall be limited to prescribed type (i.e. drapes, louvers, shades or blinds) with an outside color of white/beige. The use of sheets, blankets, aluminum foil, newspaper, or any similar items for window covering is strictly prohibited.

The balconies/terraces of the unit are limited common elements and may not be altered either in color or in structure. Floor covering/tile color permitted is white or beige.

Owners, Residents, or their families, guests or employees are not permitted on the roof at any time. The only exceptions are Association employees on assigned duty.

INTERIOR OF BUILDING

It is prohibited to hang, nail, paste, attach, or glue any item to the common area hall walls, doors, or windows.

The maintenance of the interior finish of the unit door is the responsibility of the Owner. The exterior finish of the unit door is the responsibility of the Association.

It is prohibited to place any mat, rug, plant, sculpture, furniture or any other type of obstruction in the hallways of the building.

It is prohibited to change the style of lock or lock plate to your unit door or mail box or in any way altering the general overall design of the unit's front door and hardware.

Any damage to the hall walls, chair rails, ceilings, carpeting or other common property shall be the responsibility of the unit Owner, whether caused by the Owner, guests, agents or invitees of the Owner.

No solicitation or solicitors are permitted in the Building at any time.

It shall be the duty of all occupants to report solicitors to the office and/or the Access Control Officers.

No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or in the Common Elements or Master Common Properties other than as is reasonable and customary in vehicles and/or cleaning supplies.

IV. OWNER RESPONSIBILITY

PROXIMITY ACCESS KEY FOB & PARKING GARAGE TRANSPONDER

The Proximity Access Key FOB will be used to enter the parking garage, the building, control the elevators (in conjunction with the person's fingerprint), access the storage locker rooms, the bicycle storage rooms, the Spa, etc.

CABANAS

Cabanas are not to be used as a dwelling. No overnight stays are allowed.

Grilling is not permitted on any balcony, patio or terrace.

The cleaning, maintenance, repair and replacement of all appliances, equipment, fixtures and utilities are the responsibility of the owner of the assignee.

All rules and regulations of Common Elements apply to the area in front of cabanas.

CHILDREN

Children shall not be permitted to play in the lobby, the hallways, the driveways, the elevators, the Business Center, the Condominium offices, the Fitness Center, Community Center, the garage ramps or the stairwells at any time.

CONDUCT

No person in a private dwelling or in a common area of the Condominium shall engage in loud and boisterous or other disorderly, profane, indecent, immoral, or unlawful conduct.

The Owner of a unit shall be held totally responsible and liable for the conduct and actions of his/her lessees, guests, family, children, pets, or assignees.

No person shall be permitted to attach, nail, hang, pin, paste, or paint any item or decoration on any common area hallway ceiling, wall or exterior door.

CURTAINS

All window coverings shall be limited to the prescribed type (i.e. drapes, louvers, shades or blinds) with an outside color of white or beige. The use of sheets, blankets, aluminum foil, newspaper, or any similar items for window covering is strictly prohibited.

DAMAGES

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

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.

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

DANGEROUS SUBSTANCES

No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements or Master Common Properties other than as is reasonable and the customary in vehicles and/or in cleaning supplies.

EMPLOYEES OF THE PROPERTY

Maintenance personnel are employed only for maintaining Association Property. During regular working hours, no work may be done by a Jade Beach employee on a Resident's private property except in an emergency or as approved by the Property Manager. Employees of the Association and/ or management company are not to be sent out by Unit Owners or occupants for personal errands. The Property Manager shall be solely responsible for directing and supervising employees of the Association and/ or management company.

GUESTS

Only Owners, approved Lessees and members of their immediate family (as hereinafter defined) in residence are not required to register at the Front Desk. All other persons will be considered "Guests" and must register giving their name, date and time of arrival, planned departure time and date, and the name of the Owner or Lessee sponsoring their visit. With respect to any guest staying more than 24 hours, the sponsoring Owner or Lessee must confirm in writing that the Guest is not paying rent, or any other form of consideration, for the use of the apartment. In the case of Corporate Ownership, the Association will approve only two designated officers of the Corporation to act as Owners.

No Guest or visitor shall be permitted to enter the building or elevators until after proper identification and clearance is obtained from Security. If verbal clearance is obtained from the Resident, or if advance written approval is left with Front Desk, then they will be allowed to proceed to the Unit.

In order to prevent unauthorized short-term leasing (under six months), in the ABSENCE of the Owner, Lessee or members of their immediate family, occupancy of a Unit by Guests shall be limited to four periods, each period not to exceed two weeks in duration per calendar year. At least one of such Guests must be an adult. When such unrelated Guests are to occupy the Unit, the Owner or Lessee shall notify the Association in writing in advance on the name(s) of the Guests and the length of their proposed stay prior to such occupancy, and the Owner or Lessee and the Guest shall execute an affidavit attesting that such Guests are not paying rent on any consideration for the use of the Unit.

Immediate family is hereby defined as Parents, Grandparents, Children, Grandchildren, Brothers, Sisters (and their respective families) of Owners and Lessees. The Association may require reasonable documentation to establish the relationship as described. As stated above for purposes of this Rule, the two designated officers of a Corporate Owner of an Apartment shall be deemed to be the Owners and their immediate family members shall constitute those persons who are not considered to be "Guests"

The Association, after consulting with the Resident, may require that any Guest who violates the Rules and Regulations vacate the premises.

The loan of a Unit is the granting of permission to occupy a Unit, without payment or consideration, in the absence of residence by the Owner of the unit. No Unit may be loaned more frequently than two (2) times each calendar year. The Board of Directors shall be notified in writing of the proposed loan of a Unit. This section shall not apply to the loan of a Unit to a member of the unit Owner's immediate family (that is, parents, children, brothers, sisters, grandparents, or grandchildren) provided that at least one of such family members who is to occupy the Unit is 18 years of age or older.

Residents are responsible for their guests' adherence to the Rules and Regulations of JADE BEACH CONDOMINIUM ASSOCIATION, INC.

Residents are to notify the Property Manager in writing, at least 24 hours in advance, of guests intending to use their Unit in the Resident's absence, including the length of stay, number of persons in party, and names of all persons.

It is the responsibility of the Owner to provide keys for guests. Under no circumstances will emergency keys in the possession of the Association be given out or loaned.

Guests of Owners and/or Residents shall be permitted to bring pets to the building.

Any damage of any sort caused to the Association property by guests shall be the sole responsibility of the Owner.

No guests shall be admitted to the property without prior written approval of the Owner, or without being able to establish contact with an Owner from the Front Desk.

The Condominium Association shall accept no responsibility for any accident or injury to any guest/s at ANY TIME.

Any guest in residence for more than 30 days must make application to the Board of Directors for residency approval.

All Owners & Tenants are advised to purchase Liability Homeowners or Renters Insurance to cover injuries to their guests or damage to their personal property, including automobiles.

Under no circumstances may occupancy of any guests exceed two persons per bedroom. (i.e. One bedroom, 2 overnight guests, Two bedroom, 4 overnight guests, Three bedroom, 6 overnight guests, etc.)

Any gathering of guests in excess of ten (10) cars must be noticed to the Management Office in writing 48 hours in advance.

A/C units must remain ON when Unit is not occupied at 77°F

HURRICANE PRECAUTIONS

Upon notice of an approaching hurricane, all furniture, plants, objects, and plants must be removed from the balconies into the interior of the building.

If an Owner plans to be absent from his unit during the hurricane season, he/she must:

Designate a responsible firm or individual to care for his unit should the unit require hurricane preparation. The name of this firm or this person/s must be provided to the Property Manager with a phone number and method of contact.

Leave all unit windows tightly closed and secured. It is the Owner's responsibility to have the locks in proper working order.

In case of evacuation order from any governmental agency, all unit owners must evacuate the building.

KEYS

The Condominium Association exercises its right to possess a key to all units in the Building.

No member or resident shall change the locks or install additional locks unless duplicate keys are provided to the association at the time of installation or re-keying. Change to mail box locks must be approved by the Administration Office.

The Association shall be entitled to access all units as permitted by Florida Statute 718, (Condominium Act) and/or The Declaration of the JADE BEACH CONDOMINIUM ASSOCIATION, INC.

In case of any maintenance requirement, emergency of any sort, or said governmental inspection requirement, the Association shall not delay access to any unit if a working key is not present in the Secured Lock Box in the Office. In case of permitted access need, a locksmith shall be called to open the unit and the cost of said service shall be assessed to the Owner of the unit.

The Association participates in annual Preventative Maintenance Inspections. These inspections will be announced in sufficient time for Owners to make access arrangements.

Under no circumstances will owner keys be permitted to leave the office without the supervision of management or the board of directors.

Owners must make private arrangements to provide keys to service personnel, family, assignees, employees, realtors, guests, or individuals of any kind. The office will not be able to provide this service for insurance and liability reasons.

In case of lockout, Owners should make arrangements with friends or neighbors to keep an extra key. The Association assumes no liability or responsibility to provide keys or access after regular Office working hours. (9:00 a.m. to 5:00 p.m., Monday through Friday except holidays) However, as a courtesy the Security Front Desk personnel or Access Control personnel shall make all efforts to contact the Property Manager for emergency lockout, and procedures are in place to provide emergency access to units in case of fire or injury situations.

LOBBY REGULATIONS

No bicycles, tricycles, skateboards, roller blades, roller skates, worker's materials, delivery carts, equipment, supplies, construction materials or equipment, machinery, or any type of wheeled vehicle (except wheelchair) are permitted to access the building through the main lobby. All entry or exit for these items is to be accomplished from the parking levels and/or delivery entrances).

The Front Desk work area is to be accessed by Building personnel only.

The Front Desk telephone is to be used solely for official business and personal calls are not permitted from this phone.

No contractor can access the units through the lobby. The receiving area must be used for entrance and registration.

No service personnel shall be permitted to loiter in the lobby.

No bare feet are permitted in the lobby, lobby hall, or any other common area, with the exception of the pool deck.

Real Estate agents should wait for their clients in the mail room.

PROPER ATTIRE IS REQUIRED IN THE LOBBY AT ALL TIMES.

No wet clothing or attire is permitted in the main lobby, Business Center, Community Center, Association Office or Reception areas at any time.

MAIL TO OWNERS, AGENTS OR RESIDENTS

It is the responsibility of every Owner to apprise the Association of his/her current legal address. Failure of an Owner to receive any notification or billing for lack of a current mailing address shall not relieve the Owner of any obligation relative to the mailing or billing of maintenance or other fees.

MOVING IN OR OUT

Moving into or out of Jade Beach must be accomplished by professional and insured moving companies.

Residents must notify the Office at least 48 hours in advance before moving in or out of furniture or household goods, subject to elevator availability.

Only one move-in or move-out is permitted each day per service elevator.

Moving hours are 9:00 a.m. to 5:00 p.m., Monday through Friday. All moves must be completed by 5:00 p.m. No moving in or out is permitted on weekends or legal holidays.

Moving Companies must arrive on the property before 1:00 p.m. Full moves will not be permitted to commence after 1:00 p.m. .

Any damage to Common Areas by movers shall be assessed to the Owner of the unit.

One time non-refundable \$250.00 fee on all moves and major deliveries is required before the time and date is reserved and the elevator is used. Should any damage exceed the amount of the deposit, the balance will be billed to the person moving in or out.

NOISE

No resident shall make or permit to be made any disturbing noise within the Condominium, nor shall he/she permit family, friends, servants, employees, agents, visitors or licensees to make any disturbing noises, or permit anything to be done by such individuals so as to interfere with the rights, comforts, or convenience of other residents.

No resident shall play or allow to be played any musical instrument, or operate or allow to operate a phonograph, television, radio, or sound amplifier in his unit in such a manner as to be unreasonably disturbing or annoying to other residents of the Condominium.

OBSTRUCTIONS

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

No mats of any kind may be placed in the hallways.

No bicycles shall be left unattended in the entrances, garages, walkways of the Condominium.

PACKAGES AND CERTIFIED MAIL

The Association requires an "Indemnification and Release" form be signed by the Owner or Resident who wishes the Front Desk or Concierge to accept any item, package or piece of Certified Mail.

The Association accepts no responsibility for flowers, perishables, or otherwise fragile deliveries to the Concierge or Front Desk.

In order to dispense any piece of special mail or any delivery, the Association reserves the right to request identification from the person claiming the item.

The Association accepts no responsibility whatsoever for any loss or misplacement of any item of mail or any delivery.

PAYMENTS TO THE ASSOCIATION

Monthly maintenance assessment payments, Special Assessment payments (if applicable), and other payments due to the JADE BEACH CONDOMINIUM ASSOCIATION, INC., are due on the first day of each month.

Payments received/cleared later than 10 days after the due date shall be assessed an administrative late fee of \$25.00 or five percent (5%) whichever is greater, and shall bear interest at the rate of fifteen percent (15%) per annum from the date due until the date paid.

All past due balances, regardless of origin, shall accrue late fees and interest.

Accounts more than 90 days past due shall be turned over to the Association attorneys for collection. All fees and costs associated with such action shall be the responsibility of the Owner. All accounts over 90 days delinquent will lose the right to vote in any elections until the accounts are fully paid up.

It is the Owner's responsibility to provide payment to the Association of all fees and charges incurred by or on the behalf of the Owner's unit. Failure of an Owner's Agent to make timely or complete payments to the Association shall not be grounds for exemption of charges, which the agent's actions may cause.

Check's returned from an Owner's Bank as uncollectible shall not be re-deposited. Non sufficient fund (NSF) checks shall cause an Owner's account to be charged an NSF check charge in the amount of five percent of the amount of the check, plus any bank charges which may have been levied by the Association bank, plus the late fee permitted for late payment.

Monthly statements are not mailed by the Association. Unit ledgers shall be provided upon request and all nonrecurring charges shall be noticed upon posting to the Owner's account. Should emergency maintenance or miscellaneous charges occur, these will be posted and noticed to the Owner.

If an Owner shall use an "agent" to pay his/her monthly and nonrecurring fees to the Association, the Owner shall advise the Association of the agent's name, phone number and address so that any special financial information may be mailed to the agent.

Each owner must instruct his/her agent to indicate the unit number, the owner's name, and the purpose of the payment on each check sent to the association.

PETS

Only one (1) domesticated dog OR two (2) domesticated cats may be kept in a Unit at any time. A Resident may maintain one (1) dog, one (1) cat or two (2) cats, but no combination of dogs and cats, no more than one (1) dog, and no more than two (2) cats. Any pet permitted shall only be allowed to remain in the Residential Unit if such pet is at maturity not in excess of fifty (50) pounds.

All pets must be registered using the Pet Registration form included in this manual. Please submit the completed form to the manager's office.

Aquarium fish and small domesticated caged birds are permitted.

Pit bulls or any other breed considered to be dangerous by The Board of Directors are not permitted (Miami-Dade ordinance).

Pets shall not be left on balconies where they may annoy other residents.

No pet shall be left on a balcony unattended or while the Owner is absent from the Building.

Any pet that becomes obnoxious to other unit Owners or occupants is subject to removal from the Condominium property upon review of the Board of Directors.

When outside of the unit, all pets must be leashed on a leash and must be handled by an individual or Owner willing and fully able to control the pet.

As required by Dade County or the City of Miami, all pets must be inoculated against rabies or other detrimental conditions.

Pets larger than 20 pounds or that can't be carried must be transported in the service elevator and exit in the garage level.

The owner of the pet is responsible for the cleaning of pet necessities, should a pet soil in any area of the Condominium there will be a \$50.00 clean up fee.

In the event that any pet shall defecate or soil in any way in or on the JADE BEACH Condominium property, the Owner shall immediately clean up the area. Should the Owner not clean up the area, the Building Staff shall clean it up at a cost of \$50.00 per instance, and the cost of cleanup shall be billed to the Owner.

Any resident maintaining a pet on Condominium property shall be fully responsible for, and shall bear the total expense of any damages to the property resulting from the acts of the pets. Any damage shall be determined by the Board of Directors and collected by the Association.

Tenants are not permitted to have pets in the units.

PLUMBING

Please do not dispose of sweepings, rubbish, construction debris, grout or other foreign matter in your household plumbing. Residents who use the plumbing for such purposes will be held financially responsible for any necessary repairs. Plumbing stoppages are the responsibility of the unit owner that caused any such stoppages.

RULE CHANGES AND EXCEPTIONS

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.

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 of 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, in their opinion, shall be necessary or desirable for the safety and protection of the Building and its occupants, to promote cleanliness and good order of the Property and to assure the comfort and convenience of Members. Said changes, however, shall not be arbitrary in content, or in conflict with the Association Declaration or by-laws. Any changes shall be reviewed by the Association legal counsel and filed with the appropriate Clerk of Courts.

SALE AND LEASING OF UNITS

Please refer to the Leasing and Re-Sales section

SMOKING

In accordance with the clean air act no smoking is permitted in any hallway, elevator, stairway or stairwell, parking garage, lobby, meeting room, reception areas or any other non-exempted area of the building.

Cigarettes and similar items must be extinguished and deposited in designated receptacles PRIOR to entering the Common Areas of the Building.

Smoking is permitted at the pool deck. Upon leaving the pool deck, smoking materials must be extinguished and deposited in provided receptacles.

Any Owner or guest causing the very sensitive building smoke detectors and pull stations to put the Jade Beach fire system in alarm mode shall face sizable fines and shall be required to pay all fines as imposed by Miami, Miami Dade County or the Fire Department.

SOLICITATION

No solicitation or solicitors are permitted in the Building at any time.

TRASH, GARBAGE AND RECYCLING

Wet garbage must be deposited ONLY in the appropriate slot. Wet garbage in any other recycling slot will cause the Building to be subjected to extra charges, pickup refusal by our garbage hauler, and fines up to an aggregate amount of One Thousand Dollars for the offending Owner (\$1,000.00).

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

Trash bags, boxes, or any type of debris may not be left on any trash room floor.

Boxes are not permitted to be thrown down the chutes. Boxes must be carried to the first (1) garage level for disposal.

No boxes or packing containers are to be left in the halls at any time. Movers or the owners must immediately remove the containers after unpacking.

No flammable material, lighted cigarettes, cigars, etc., or loose glass may be thrown down the chutes.

Any Owner or Resident found to be violating the Dade County law or JADE BEACH recycling rules in such a manner as to cause the Building to be fined for Recycling Violations shall be assessed the total fine imposed by any Agency or by the Board of Directors. The collection of such fine shall be conducted by the Association or through the Association attorneys.

VIOLATION OF RULES AND REGULATIONS

The Condominium Documents of the Association and the Florida Statute 718 (Condominium Act) permit the levying of fines for violations of the Rules and Regulations of the Association.

In accordance with Florida Statute, the administrative process, should a fine be deemed appropriate by the Board of Directors, is as follows:

Upon violation of Rules and Regulations, a request from Management or the Board of Directors, delivered either by email, regular mail or by hand delivery, shall be made to an Owner to cease the violation of said Rule & Regulation.

Should the Owner continue the violation, a second letter shall be sent to the Owner by Certified Mail and to the legal address provided to the Association advising the Owner of a Fining Committee meeting to be convened for the purpose of addressing the ongoing Rule and/or Regulation violation. The notice shall contain the date, time, and place of the meeting which shall be held not less than fourteen (14) days from the date of the mailing of the notice. The notice shall also contain a statement of the provision of the Declaration, by-laws, or Rules and Regulations which the Association alleges to have been violated and a short and plain statement of the matters asserted by the Association.

As in any administrative hearing, the Owner shall be entitled to present his/her side of the issue, present witnesses, or provide mitigation for his alleged acts.

The Fining Committee shall then determine if a fine should be levied, and if deciding that a fine is to be imposed, shall levy the fine in an amount not to exceed any maximum amount as prescribed by law from time to time. (The fine structure is one hundred dollars (\$100.00) per every day of non-compliance, with a maximum aggregate of one thousand dollars (\$1,000.00) per violation.) A written decision of the Board of Directors and the Fining Committee shall be mailed to the Owner no later than 21 days after the hearing. Fines must be paid no later than 30 days after notice of the imposition thereof.

After the fine is levied, should the Owner ignore the mandates of the Board of Directors, or continue the violating behavior, the Board of Directors shall proceed to cure the violation through the legal process, with all fees and costs of said corrective process to be the responsibility of the Owner.

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 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.

WINDOWS

The washing of an Owner's balcony windows, balcony railings, including glass, on the outside is the responsibility of the Owner. The Association contractor shall wash the exteriors of all other windows.

Preventative Maintenance of the sliding glass doors and balcony railings, including glass, shall be the responsibility of the Owner. See the Sliding Glass Doors section of the Customer Service Maintenance Guide for instructions.

WORKMEN – INSTALLATION - DELIVERIES

Any company, workman, tradesman, installer, or person performing alterations or installations in Jade Beach must provide proof of liability insurance in the amount of \$1,000,000.00 (one million dollars) and Workers Compensation Insurance. The company or person must provide a certificate of insurance to the Property Manager listing the Agent's phone number, and indicating that Jade Beach Condominium Association, Inc. is listed as an additional insured. The certificate shall also state that all sub-contractors hired by any contractor are covered by the company's Workers' Compensation coverage. This may be accomplished by hand delivery 24 hours prior to the work starting.

Lack of the above documentation shall delay the start of a job.

All work, deliveries, repair, or installations must be noticed to the office for inclusion in the daily staff and receiving/loading dock schedule.

After hours or weekend emergencies such as plumbing or air conditioning repairs must be noticed to the Front Desk by the Owner prior to the serviceman's arrival on the Property.

Saturday installations or repairs of telephone equipment or cable equipment are permitted.

REAL ESTATE AGENTS PROCEDURES AND REQUIREMENTS

We respectfully request that you follow the procedures detailed below to ensure that Jade Beach is the oasis of privacy and tranquility that our residents expect. Please note that we are sharing these policies with our residents as well so that you can be certain that they are a party to these arrangements.

- a) 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.
- b) Real Estate Agents must be pre-registered with the Association Management Office by the Owner themselves. Once designated by the Owner, the Real Estate agent must pre-register all individuals within the realty group that may, from time to time, be called on to show a Unit. Real Estate agents not on the approved list for a particular Unit will not be granted access.
- c) 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 entry into the Unit. (The Front Desk and/or the Management Office will not hold keys for Real Estate Agents).
- d) Owners are responsible for providing the Unit key to the listing agent. Management staff will NOT hold Unit keys from Owners for use by listing agents.
- e) Lock-boxes are not permitted on the Property.
- f) Open houses are permitted only with the explicit consent of the Board of Directors.
- g) Pictures of common areas are allowed only with prior authorization from the Management Office.
- h) Showing of Units are reserved exclusively from Monday through Sunday 9:00 a.m. to 5:00 p.m. and are limited to a maximum of 10 persons at any given time (agent and clients).
- i) Realtors may not solicit on the premises at any time. Realtors who offer sales or services to residents at Jade Beach without the resident's prior expressed consent will be barred from entering Jade Beach in the future.
- j) No advertisement allowed in the building premises.
- k) Please direct any questions or concerns that you have to the Management Office.

Please direct any questions or concerns that you have to the Management Office.

Print Name

Signature

Date

Please note: These rules are intended to preserve as much as possible the peace and tranquility of the residents. This should add to your sales presentation if used in the proper context. Thank you for your cooperation.