

**RULES AND REGULATIONS
FOR
UPTOWN LOFTS, A CONDOMINIUM**

1. No Obstructions. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed or 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. Personal Property. The personal property of Unit Owners and occupants must be stored in their respective Units or storage spaces, if any.
3. Balconies, Terraces. No enclosures and/or articles other than patio-type furniture shall be erected or placed on the balconies, terraces or other Common Elements. No linens, cloths, clothing, bathing suits and/or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium.
4. Falling Items. No Unit Owner or occupant shall (a) permit anything to fall from a window, door, balcony, terrace or other portion of the Condominium Property, or (b) sweep or throw any dirt, water or other substance from any window, door, balcony, terrace or other part of the Common Elements.
5. Garbage; Trash. Disposal of garbage and trash shall be only by use of trash chutes, receptacles approved by the Association or by use of garbage disposal units. Unit Owners and occupants of Units must: (i) place trash in the trash chutes securely bagged (which bags may not contain bulky items or breakable glass objects); (ii) bundle newspapers; (iii) dispose of food and vegetable scraps in the individual residence garbage disposals; (iv) carry bulky items and breakable glass objects down to the trash room on the garage level; and (v) not leave or place garbage or trash in hallways or corridors. 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. Employees. Employees of the Association or Management Company are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
7. No Vehicle Repairs. No repair of vehicles shall be made on the Condominium Property.
8. Noise; Electronic Devices; Musical Instruments. No Unit Owner or occupant shall make or permit any loud or disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the quiet enjoyment, 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, or operate or permit to be operated any electronic or acoustical device emitting sound (including without limitation any phonograph, stereo, television, radio, tape machine, compact disc player, DVD players, CD players, computers, handheld game devices, karaoke or sound amplifier) in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
9. Signs. 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 for Commercial Space as permitted by the Declaration and approved by the Developer or the Association, as applicable. Additionally, no awning, canopy, shutter or other projection shall be 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.

10. Combustible Fluids. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

11. Barbecue Grills. No barbecue grills will be permitted in the Units. No barbecue grills will be permitted on the balcony or terraces of Units, except for electric grills or gas grills. Use of barbecue grills shall only be allowed in areas designated as safe and appropriate by the Board of Directors. The use of such grills shall be subject to such applicable laws and reasonable rules and regulations as may be now or subsequently enacted or amended from time to time by the Board of Directors.

12. Hurricane Preparations. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to 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.

13. Film in Windows. 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. Operating Hours. Recreational facilities will be used in such a manner as to respect the rights of others, and the Board of Directors may regulate duration of use, hours of opening and closing and schedule their use.

15. Antennae. No exterior radio; television, telephone or data reception antenna or any exterior wiring for any purpose may be installed without the prior written consent of the Board of Directors.

16. Children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under eighteen (18) years of age must be accompanied by a responsible adult when entering and/or utilizing the fitness center.

17. Pets. 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. 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, if any. In no event shall a dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property. Pet owners, and any person handling a pet, shall immediately pick up all messes and solid wastes from their pets and dispose of same appropriately. Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the Condominium Property within three (3) days. Each Unit Owner or occupant of a Unit shall be required to register its pet with the Association.

18. Flooring. All Residential Units shall have the floors covered with either wall to wall carpeting installed over high quality padding or hard surface floor covering (e.g. marble, slate, ceramic tile, stained concrete, parquet, wood).

(a) No hard floor covering material shall be installed in any part of a Residential Unit unless the Unit Owner shall also install a sound absorbent underlayment with a minimum Impact Isolation Classification (IIC) rating of fifty (50) and a minimum Sound Transmission Classification (STC) rating of fifty (50), as determined by ASTM Standards E-90, E-413 and E492 and perimeter sound isolation material, or other acceptable material which shall be of sufficient quality or quantity so as to reduce the transmission of

noise created by normal usage to adjoining Residential Units and those on the floor beneath the Residential Unit. Any owner-installed hard floor covering material must be installed with a sound-deadening system for the benefit of all owners of units in the Condominium, as follows:

No hard floor covering material, including, but not limited to tile, marble, stone or wood, may be installed in any part of any Residential Unit in the Condominium unless (i) such flooring is installed over a Sound Control Underlayment System (a "SCUS") underlying said hard floor covering material, and (ii) the Owner of the Residential Unit complies with the following:

(i) The floor covering and SCUS must meet a minimum Impact Isolation Classification (I IC) rating of fifty (50) and a minimum Sound Transmission Classification (STC) rating of fifty (50), as determined by ASTM Standards E-90, E-413 and E492, as installed in the Unit.

(ii) The SCUS must include perimeter isolation material(s) between the hard floor covering material and all walls and other vertical surfaces which will insure that impact noises are not transmitted into other condominium units through the concrete floor slab or by flanking through the surrounding walls. The complete system must provide for sound control and isolation meeting the minimum IIC and STC ratings as set forth above.

(iii) Such flooring must be approved by the Board prior to the installation of same. A material specification sheet and laboratory sound test results must accompany all requests for installation approval. Sound control materials must meet the required testing levels as applied to buildings having an 8" post tension concrete slab system without acoustical ceiling system.

(iv) At least fifteen (15) days prior to the installation of any hard floor covering, the Owner must receive from the Board a Receipt indicating that Owner has filed with the Board an Owner's Certificate Regarding Floor Sound Isolation Requirements, in the form attached hereto as "Exhibit A" (the "Certificate").

(v) All Owners who have installed any hard floor covering in any Residential Unit shall maintain the Receipt for the Certificate as described above, and, upon written request by the Board from time to time, shall present said Receipt to the Board.

(vi) Upon request by the Board, any Owner who has installed any hard floor covering in any Unit shall present proof, in a form reasonably acceptable to the Board, that Owner has complied with the Rules and Regulations in effect at the time of such Owner's installation of such hard floor covering.

(vii) Each Owner will be fully responsible for the hard flooring and a SCUS installed in such Owner's Unit meeting the IIC standard of 50 or greater and the STC rating of 50 or greater notwithstanding any actions by the Board, including, but not limited to, the acceptance from any Owner of such Owner's Certificate Regarding Floor Sound Control Isolation Requirements. Neither the Association nor the Board will be liable or have or undertake any responsibility whatsoever for ensuring that (1) any Owner's choice of SCUS meets any standard, (2) any Owner's installation of SCUS will meet any standard, or (3) any Unit Owner's contractors deliver or install any proper products or install such products in accordance with manufacturers' specification. Furthermore, neither the Board nor the Association shall have any responsibility to inspect either materials as they are delivered to the Condominium or the installation of any such materials within the Unit.

(b) Any Owner of any Unit in the Condominium, at his or her own expense, may call for any Unit to be tested to determine compliance with the sound insulation standards set forth in this rule. If the tested floor does not meet or exceed the applicable standard, the Unit Owner will be required to remove the non-complying floor covering, and will promptly reimburse the appropriate party for the cost of testing.

(c) In the event that any installation of hard surface flooring materials is attempted or made without compliance with this rule, the Board will have the right, in addition to the rights described above and the rights set forth in the Declaration of Condominium, to require that such flooring materials be removed

immediately at the Owner's expense and replaced with flooring materials, and a SCUS if applicable, which comply with this rule. Compliance with the standards set forth in this rule is mandatory and may be enforced by the Association in any legal manner, including, without limitation, by action in the Circuit Court in and for Miami-Dade County, Florida for injunction or "specific performance". Each Owner of a Unit in the Condominium, by acquisition and ownership of his or her Unit, acknowledges such rights and submits to the jurisdiction of the Court for the enforcement of the requirements and agreements set forth in this rule, and agrees that all costs of the Association relating to or arising out of enforcing this rule, including, without limitation, costs for bringing and maintaining suit and reasonable attorneys' fees (pretrial, trial, appellate or otherwise), will be the responsibility of the Owner of the applicable Unit.

19. Registration of Guests, Tenants. All persons occupying Residential Units other than the Unit Owners shall be registered with the Association at or before the time of their occupancy of the Unit. This includes tenants and guests.

20. Permitted Move-In Times. Persons moving furniture and other property into and out of Units must notify the Condominium Association in advance. All such moving must be conducted during the following times: Mondays through Fridays between the hours of 9:00 a.m. and 4:00 p.m. Moving vans and trucks used for this purpose shall only remain on Condominium Property when actually in use. Association may, but shall have no obligation, to permit move-ins and/or move-outs on Saturdays subject to prior approval of the Association, and further provided that the Association shall have the right to charge the Unit Owner for any costs incurred as a result of any such Saturday move (e.g., personnel/staff and/or security costs).

21. Unit Owner Move-In and Move-Out Procedure. Unit Owners moving in and moving out of the Building shall be required to place in escrow with the Association a reasonable sum, not to exceed \$1,000.00, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of such Unit Owners and/or their agents, contractors, etc. during the move-in and move-out, as applicable.

22. NO PENETRATION OF FLOOR OR CEILING. IN NO EVENT MAY THE LOWEST SURFACE OF THE CEILING SLAB OR THE HIGHEST SURFACE OF A FLOOR SLAB OF ANY RESIDENTIAL UNIT BE CUT OR PENETRATED. IN NO EVENT MAY THE LOWEST SURFACE OF THE CEILING SLAB OF ANY COMMERCIAL UNIT BE CUT OR PENETRATED.

23. Permitted Construction Times. Repair, construction, decorating or re-modeling work shall only be performed on Mondays through Fridays from 9:00 a.m. and 4:00 p.m., and the rules for decorators and subcontractors set forth herein must be complied with.

24. Smoking. Smoking is prohibited on all Common Elements.

25. Conduct. Profane, obscene, loud language or inappropriate behavior and conduct are absolutely prohibited. No person shall do or permit to be done anything that will unreasonably annoy, harass, embarrass or inconvenience any Unit Owner, Occupant or guest of the Condominium.

26. Attire. As is befitting the luxurious surroundings of Uptown Lofts, suitable attire is expected when in any of the Common Elements. All Uptown Lofts Common Elements, including the Lobby and elevators, require appropriate cover-up shirts, shorts/pants, and shoes to be worn. Nudity is not permitted in any of the Common Elements. It is expected that residents will advise their guests of the dress requirements.

27. Pool Rules.

(a) The spa pool and deck are Residential Common Elements. Consequently use is restricted to the Residential Unit Owners, their Tenants and Guests.

(b) Use of the pool facilities at any time is at the swimmer's own risk.

(c) Pool use is permitted only during daylight hours (between sunrise and sunset).

(d) Children under eighteen (18) years of age are not allowed to use the pool facilities unless accompanied by an adult. Children who are not toilet trained must wear appropriate swim diapers.

(e) No diving is permitted.

(f) Showers are required before entering a pool to remove all oils and suntan lotions.

(g) Glass objects, drinking glasses and sharp objects are not permitted in the pool areas.

(h) All swimmers must wear bona fide swimming attire. Cutoffs, dungarees and bermudas are not considered appropriate swimwear. Cover-ups and footwear are required when leaving the pool area and entering the Common Elements.

(i) All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotions.

(j) Running, ball playing and noisy or hazardous activity will not be permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.

(k) Out of consideration for others, electronic devices that emit noise (including without limitation radios, portable DVD players, portable CD players, laptop computers, handheld game devices and televisions) if used at or in the vicinity of the recreation deck and pool area may only be used when listened to through ear phones.

(l) Food and gum are not permitted in the pool areas.

(m) All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of all trash.

(n) Smoking is prohibited in the pool area.

(o) Furniture in the pool area is not to be removed out of the pool area.

(p) Pool deck chairs are to be used on a first-come, first served basis. There is no reserved seating in the pool area.

28. Fitness Center Rules.

(a) Use of the fitness center facilities at any time is at the user's own risk. The Association is not liable for any injury sustained.

(b) Fitness Center use is permitted only from 6:00am - 10:00pm, every day.

(c) Please keep exercise equipment clean. Wipe down after each use.

(d) Pets are not permitted in the fitness center at any time.

(e) Put all weights back to their original place when you are finished using them and do not drop or throw the weights on the floor. Equipment may not be removed from the fitness center.

(f) All children under eighteen (18) must be accompanied by a responsible adult when entering and/or utilizing the fitness center.

- (g) Smoking is not permitted in the fitness center at any time.
- (h) Shirt and closed-toe shoes are required while in the fitness center. If your exercise requires you to be barefoot (i.e. yoga), you can do so but please wear shoes at all other times.
- (i) A 30-minute time limit on all equipment is enforced when others are waiting.
- (j) Horseplay of any kind is not allowed in the fitness center.
- (k) Food is not allowed in the fitness center. Drinking of water or other liquid that helps with your workout is permitted but in a closed bottle.
- (l) Residents must register guests and personal trainers at the front desk. Personal Trainers must sign a Waiver to enter the Fitness Center.

29. Notice, Hearing and Fines. 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 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 Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next meeting of the rules enforcement committee at which time the Owner or occupant shall present reasons why penalties should not be imposed.

(b) Hearing: The Association shall afford such person an opportunity for hearing before a rules enforcement committee composed of other Unit Owners after reasonable notice of not less than fourteen (14) days. 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 hearing to review, challenge, and respond to any material considered by the Association. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting. If the committee does not agree with the fine, the fine may not be levied.

(c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.

(d) Violations: Each separate incident which 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.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) 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.

30. Application. 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, nor 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 therefor and good cause shown in the sole opinion of the Board.

RULES FOR DECORATORS, CONTRACTORS AND SUB-CONTRACTORS

1. The Unit Owner must pre-register with the Association the name, address, telephone number and fax number of the Unit Owner's representative who will be overseeing the work being done in the Unit whether it be the interior decorator, the general contractor or the Unit Owner.
2. Prior to commencing work, the Unit Owner's representative must submit to the Association a list of names, addresses and telephone numbers of all sub-contractors who will be working in the Unit, together with a schedule for their work.
3. Work hours are 9:00 a.m. to 4:00 p.m., Monday through Friday.
4. The contractor and all sub-contractors must have all licenses required by Miami-Dade County, City of Miami and other applicable governmental authorities and submit proof of same for the Association's file.
5. Prior to authorization for access, the contractors and all sub-contractors must produce from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000 per occurrence and no less than \$500,000 aggregate, and provide proof of Worker's Compensation coverage for the Association's file.
6. All persons will enter pursuant to the entrance designated by the Association from time to time, where they will be registered by the Association. The Association shall have no obligation to provide any parking area for vehicles of contractors, subcontractors or workers.
7. **IN NO EVENT MAY THE LOWEST SURFACE OF THE CEILING SLAB OR THE HIGHEST SURFACE OF A FLOOR SLAB OF ANY RESIDENTIAL UNIT BE CUT OR PENETRATED. IN NO EVENT MAY THE LOWEST SURFACE OF THE CEILING SLAB OF ANY COMMERCIAL UNIT BE CUT OR PENETRATED.**
8. All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.
9. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs. Check with the Association for location of cleaning area.
10. Sub-contractors are not to use carts owned by the Association.
11. Breaks and lunches, if taken inside the building, should be confined to the Unit Owner's Unit.
12. Electronic devices from emit noise (including without limitation radios, portable DVD players, portable CD players, etc. will be not be allowed unless used with earphones.
13. Access to the individual Condominium Units must be coordinated through the Owner, decorator or other designee.
14. Contractors and sub-contractors are not to tamper with or hang extension cords from any of the sprinkler heads.
15. Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particles, i.e. sanding and painting.
16. Workers are not to wander around in areas other than the specific area or Unit they are assigned to.
17. Smoking, while discouraged, will only be allowed in a Unit where permission has been granted by the applicable Unit Owner. Smoking is prohibited in the Common Elements.

18. Each Unit Owner is responsible for his or her decorator's, contractor's and sub-contractor's action and inaction's while on the Condominium Property and in the Unit. Decorators, contractors, and subcontractors are on the premises at their own risk and agree to indemnify and hold harmless the Developer and Condominium Association for any liability or damages which might arise in connection with their activities on the Condominium Property or in the Unit.

19. Should a decorator, contractor or sub-contractor discover a defect in a Unit, they must notify the Condominium Association immediately so the defect may be verified and corrected prior to doing any work which might be impacted by the defect.