

SCHEDULE "A"
TO
BY-LAWS

AMENDED RULES AND REGULATIONS
FOR
LATITUDE ON THE RIVER, A CONDOMINIUM

1. Occupancy and Use Restrictions. Except as otherwise herein expressly provided, each Residential Unit shall be used for residential purposes only. No business, profession or trade of any type shall be conducted on any portion of the Residential Units. Notwithstanding the foregoing, the Commercial Units may be used for any lawful purpose, and may be used by the Owner(s) thereof and their guests, lessees, tenants and invitees. This prohibition shall not be applicable to the Developer with respect to its development of the Condominium Property, its construction, repair, decorating, administration, sale rental or lease of Units, or its use of Units as models, V.I.P. or guest suites, or for sales offices or management services. Nothing herein shall be construed to prohibit ownership of a Unit by a corporation, domestic or foreign, provided that the residential nature of the Condominium is not disturbed.

Occupancy in Units, except for temporary occupancy by visiting guests shall not exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The provisions of this Rule shall not be applicable to Units used by the Developer for model units, VIP suites, sales offices or management services.

Unless otherwise determined by the Board of Directors, and except as otherwise provided in Rule 2, a person(s) occupying a Unit for more than one (1) month without the Unit Owner or Resident or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of these Rules and Regulations (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of these Rules and Regulations which apply to lessees.

"Guest occupancy of Units when the Owner is not in residence shall not exceed thirty (30) days, in the aggregate, in any twelve (12) month period.

- a. For the purpose of this Rule, a "guest" shall mean any individual other than the Owner's immediate family.
- b. For the purpose of this Rule, the term "immediate family" shall be defined as:
(i) the spouse of an owner; (ii) the child or children of an owner and the child or children of an owner's spouse; (iii) a parent or parents of an owner and the parent or parents of an owner's spouse; and (iv) the spouse of any of the foregoing when his or her spouse is in rightful occupancy.
- c. For the purpose of this Rule, the "twelve (12) month period" referred to shall be from the date the first such occupancy occurs. The Association shall maintain in its records the dates of all such occupancy of Units.

Any Owner that intends on having a guest occupy their Unit must notify the Board of Directors in writing, not less than seven (7) days in advance of such intended occupancy.

- a. Prior to any such occupancy, the Board of Directors shall advise the Owner of the total number of days available to that Owner for such occupancy for the current twelve-month period.
- b. Should the Owner not have enough time available in the current period to allow such occupancy, the Board shall so advise and the occupancy shall not exceed the time available.

Any other occupancy outside the scope of this Rule shall be deemed to be a lease transaction, regardless of whether any rent or other consideration is being paid. Any occupancy so deemed to be a lease transaction is in direct violation of the Declaration of Condominium and the subject occupants shall not be permitted to remain in residence at the Unit and must permanently vacate the Condominium.

The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of these Rules and Regulations and the Board of Directors shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

2. Leases. Leasing of Residential Units shall be subject to the prior written approval of the Association. All prospective tenants and Residents must submit an application via the Management Office. **The Lease Checklist is available in the Management Office.**

All prospective tenants and or occupants must agree to a criminal background and credit check by the Association and must pay a non-refundable application fee of \$150.00 per person or married couple made payable to the Association in the form of a Money Order. Every lease of a Residential Unit shall specifically require a deposit from the prospective tenant in the amount of, and not to exceed, one month's rent ("Deposit"), to be held in an escrow account maintained by the Association, provided, however, that the Deposit shall not be required for any Unit which is rented or leased directly by the Developer.

All lease renewals are subject to Board approval as well. No additional fees will be charged, but all renewal requests must be submitted to the Management Office for Board presentation, review, and approval a minimum of fourteen (14) days prior to the current lease expiration. All leases shall be for a term of at least ninety (90) days. The foregoing requirement shall not apply to a Unit rented or leased directly by or to the Developer. Every lease agreement can be terminated, with or without cause, upon 30 days written notice, and shall provide (or, if it does not, shall be automatically deemed to provide) that; (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions, and restrictions of the Declaration of Condominium (and all Exhibits thereto), the Declaration of Restrictions, with these Rules and Regulations and any and all other rules and regulations adopted by the Association from time to time (before or after the execution of the lease); (ii) and that a tenant may not, under any circumstances, sublet the Unit (or any portion thereof) to any other person or permit occupancy by any person. Additionally, copies of all written leases shall be submitted to the Association and tenants must register with the Association prior to moving in. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements, and to the Master Association for any amount which is required to repair any damage to the Properties resulting from acts or omissions of

tenants (as determined in the sole discretion of the applicable association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a special Charge may be levied against the Unit for any such claim. All leases are hereby made subordinate to any lien filed by the Association or the Master Association, whether prior or subsequent to such lease. There shall be no restrictions on the frequency of leasing of the Commercial Units, or the duration of any tenancy or license thereof, nor on the persons to whom a Commercial Unit may be rented.

The Association may use the Deposit to repair any damage to the Common Elements and/or other Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of the Deposit which is required by the Association or by the Master Association to effect such repairs or to pay any claim for injury or damage to property caused by the tenant. Payment of interest, claims against the Deposit, refunds, and disputes regarding the disposition of the Deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

When an entire Unit is leased, the tenant shall have all use rights to Association Property and those Common Elements and portions of the Properties otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes.

3. Children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium and the remainder of the Properties and including full compliance by them with these Rules and Regulations and any other rules and regulations of the Association. Playing shall not be permitted in any of the hallways, stairways, elevators, lobby areas, parking garages, or roadways. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

4. Pets. Except as hereafter provided, no animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Condominium Property. There may not be more than two (2) household pets maintained within any Unit and the Limited Common Elements appurtenant thereto, to be limited to dogs and/or cats (or other household pets as defined and specifically permitted by the Association), which shall not be kept, bred or maintained for any commercial purpose and shall not become a nuisance or annoyance to neighbors. The maximum total combined weight of such household pet(s) shall be limited to sixty (60) pounds. Those pets which, in the sole discretion of the Association, endanger health, have the propensity for dangerous or vicious behavior (such as pit bulldogs or other similar breeds or mixed breeds), make objectionable noise, or constitute a nuisance or inconvenience to the Owner or Residents of other Units or to the Owner or resident of any other portion of the Condominium shall be removed upon request of the Board or the Master Association. Unit Owners or Residents must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times or must be carried, when outside the Unit. No pet may be kept on a balcony or terrace when its Owner or resident is not in the Unit. Any violation of the provisions of this Rule shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners or Residents (as provided in these Rules and Regulations) and/or to require any pet(s) to be permanently removed from the Condominium. This Rule shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that it does not become a nuisance or annoyance to neighbors. Please

also refer to Section 11 with regard to fish tanks and floor weight load. Notwithstanding the foregoing, during the period in which the Developer is entitled to elect a majority of the Board of Directors, the Developer, and thereafter, the Association, shall be entitled, but shall not be obligated, to grant a written exemption to a Unit Owner or resident which allows it to maintain household pets in its Unit which exceeds or will exceed a combined weight of sixty (60) pounds at maturity. No pets shall be walked in or through the front lobby of the building. All pet owners are required to walk/relieve pets only in designated pet areas at Latitude, and pets must be on a leash at all times while not inside of units. All Residents who propose to keep pets at Latitude are required to provide Management with proper license/registration documentation from the City of Miami, a photo of the pet(s), as well as current veterinary shot records, including current *pet weight* and expected pet weight at maturity *documented by* a licensed veterinarian on a yearly basis. *Pets shall be limited to two (2), with a combined weight of not more than 60 pounds at full maturity. All pets that are properly registered with the Management Office will be allowed to remain at Latitude until the present Lease expiration. At present lease expiration, pets remaining at Latitude must meet all pet requirements.* **All pet owners are required to pay a refundable pet fee of \$1000.00 per pet to the Latitude on the River Condominium Association upon registration or at the time of lease renewal, whichever applies first.**

5. Use of Common Elements and Association Property. The Common Elements and other Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units. Common Elements may only be used by authorized Residents. Guests of authorized Residents may utilize Common Elements/amenities only while authorized Residents are in residence at Latitude on the River. The entranceways, passages, vestibules, elevators, lobbies, halls, and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium. No carts, bicycles, carriages, chairs, tables or other similar objects shall be stored on or in the Common Elements. Should a resident fail to timely and properly store such items upon receiving written notice from Management, the Association reserves the right to dispose of the items, or alternatively, may remove and store the items. In either event, the Association may charge the Residents any costs incurred for the disposal and/or the removal and storage. Each Unit Owner's personal property must be stored within his Unit. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner. Food and beverages may not be consumed on the Common Elements, except as specifically permitted by the Board of Directors. In no event shall any Unit Owner or occupant place, or permit the placement of, any item which obstructs, or otherwise impedes access to, any portions of the Condominium which are either designated or used as delivery and receiving areas.

All Latitude on the River Common amenities shall be reserved for Latitude on the River Residents and guests only. Latitude One business Residents may not utilize the Latitude on the River amenities at any time. The exception to this rule is for purposes of Latitude One-West Brickell Condominium Association Board Meetings and Annual Meetings. Such allowed meetings shall be held in the Party Room on the 11th Floor by reservation only.

The Party Room located on the 11th floor is available for use by Residents of Latitude on the River by advance reservation only through the Management Office. Reservations are accepted on a first-come-first-served basis. ***All deposits, fees, and rules are outlined in the Party Room Reservation Form, which is available in the Management Office.*** *Such rules may be changed from time to time by the Board of Directors, with reasonable notice to Owners and Residents.* Party Room event guests must remain inside of the Party Room and are not allowed to utilize the pool, spa or outside space before, during, or after the event.

6. Nuisances. No portion of the Units, Limited Common Elements, or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or noxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. No offensive activity shall be carried on in any Units, Common Elements, Limited Common Elements or other portions of the Condominium, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Owner or resident. The Board of Directors shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. In particular, during the hours from 11:00 p.m. through 8:00 a.m. no Unit Owner or resident shall play (or permit to be played in its Unit or on the Limited Common Elements or Common Elements) any musical instrument, phonograph, television, radio, or the like in a way that unreasonably disturbs or annoys other Unit Owners or Residents or occupants. Additionally, there shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium or the Properties. No activity specifically permitted by these Rules shall be deemed a nuisance.

7. Outside Items. No rubbish, garbage, refuse, or trash shall be kept, stored, or allowed to accumulate on any portion of the Condominium or the remainder of the Properties, except within designated trash receptacles. No linens, clothing, household fabrics, curtains, rugs, or laundry of any kind shall be hung, dried, or aired from any windows, doors, balconies, terraces, or other portions of the Condominium. No equipment, materials, or other items shall be placed on balconies, patios, or similar areas. The foregoing shall not prevent placing and using patio-type furniture, planters, and other items in such areas if the same are normally and customarily used for a residential balcony or terrace area. In the event of any doubt or dispute as to whether a particular item is permitted hereunder, the decision of the Board of Directors shall be final and dispositive.

8. Firearms or Fireworks. The discharge of firearms and fireworks within the Condominium, Common Elements, and Limited Common Elements is prohibited. The term "firearms" includes "B-B" guns, pellet guns, paintball guns, and other firearms of all types, regardless of size.

9. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of the Declaration, the Articles of Incorporation or the By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Rule. No activity specifically permitted by the Declaration shall be deemed to be a violation of this Rule.

10. Alterations. No Unit Owner or resident/occupant shall cause or allow improvements or changes to his Unit or to any Limited Common Elements, Common Elements, or Association Property, which alters the exterior appearance thereof, or which could in any way affect the structural, electrical, plumbing or mechanical systems of the building or elsewhere within the Properties, without obtaining the prior written consent of the Association (in the manner specified in

Section 9.1 of the Declaration). All proposed unit alterations must have prior approval from the Board of Directors. **All rules and fees associated with construction/improvements inside of units are outlined in the Designers' and Contractors' Handbook and are available in the Management Office.** No spas, hot tubs, whirlpools, or similar improvements shall be permitted on any patio or balcony, except as set forth below. See Section 17.10 of the Declaration for details. **In as much as the Condominium has been constructed with the post-tension wiring, absolutely no penetration shall be made to any roof or ceiling slabs without the prior written consent of the Board of Directors. Notwithstanding anything to the contrary contained herein, the post-tension wiring contained in the building shall not be considered a part of a Unit. Since such wiring is essential to the structure and support of the building, all post-tension wiring shall be deemed Common Elements of the Condominium and may not be disturbed or altered without the written consent of the Board.**

11. Sound, Weight and Flooring Restrictions. The installation of hard and/or heavy surface floor coverings such as tile, marble, wood, and the like, other than in bathrooms and floor areas above other portions of the Unit, must be pre-approved by the Board of Directors. Such surface floor covers must provide a minimum overall Impact Isolation Class rating of 55 in combination with the structural floor slab and Unit Owners must provide the Board of Directors with certification of the floor assembly Impact Isolation Class rating from the installers of such floor system products. Acceptable sound control floor system products are Kinetics SR Sound Rated Floor System and Dodge Regupol QT4012 Rubber Underlayment. Should an alternate sound control floor system be desired in a Unit, the Unit Owner must provide a report to the Board of Directors from an Acoustical Consultant who is a member of the National Council of Acoustical Consultants which shows that the proposed underlayment system used has been tested in a test laboratory that is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) without a suspended ceiling below and achieved the specified ratings.

Installation of the sound control underlayment system shall be in accordance with the manufacturer's recommendations and shall include provisions for a perimeter isolation material that will ensure that impact noise is not transmitted into a space below either directly through the floor or by flanking through the surrounding walls. The complete system shall provide for the minimum ratings as noted above.

Upon completion of the installation, the Association shall verify that the installation was done in accordance with the minimum requirements.

The foregoing approval and Impact Isolation Class rating requirements shall not apply to the installation of any such hard and/or heavy surface floor coverings in bathrooms of Units, any floors within a multi-story unit that is not lower boundaries of such Unit and any other floors within a Unit which are located above the lobby area of the Building.

Additionally, the installation of any improvement or heavy object must be approved by the Board of Directors and must be compatible with the overall structural design of the Building. In no event shall any heavy object, which would exceed a live load limit of 50 pounds per square foot, be placed in any Unit. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense.

The color and exact materials to be used on balcony floor coverings shall also be approved by the Board. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. A waterproofing system

is to be placed on the concrete surface of the balcony prior to the installation of the setting bed and tile. This waterproofing system must be as recommended by the manufacturer of the tile setting material and the installation must follow the waterproofing manufacturer's written recommendations.

Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom, and the Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner agrees that sound transmission in a high-rise building such as the Condominium is very difficult to control and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. **The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the sound transmission.**

12. Exterior Improvements. No Unit Owner or resident shall cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, balconies, or windows of the Units or the Limited Common Elements appurtenant thereto (including, but not limited to, awnings, canopies, shutters, signs, screens, window tinting, fixtures, and equipment), without the prior written consent of the Association. No painting or changes in the exterior colors of any Units or the Limited Common Elements appurtenant thereto shall be permitted.

13. Signs. No sign, poster, display, billboard, or other advertising devices of any kind including, without limitation, "FOR SALE", "FOR RENT", security service or construction signs shall be displayed to the public view on any portion of the Unit, Limited Common Elements or Common Elements, without the prior written consent of the Master Association and the Association, except (a) signs, regardless of size, used by the Developer, its successors or assigns or a party developing or marketing any portion of the Condominium or the remainder of the Properties, including signs used for construction or repairs, advertising, marketing, sales or leasing activities, (b) signs installed as part of the initial construction of the Units or other Improvements and replacements of such signs (similar or otherwise) and (c) bulletin boards, entrance, directional, informational and similar signs used by the Association.

14. Lighting. All exterior lights and exterior electrical outlets must be approved in accordance with Section 9 of the Declaration. No resident may install temporary or permanent exterior lighting of any kind on the Limited Common Elements or Common Elements. This will include the exterior of unit doors, the interior and exterior of windows, and the interior and exterior of balconies.

15. Exterior Sculpture and Similar Items. Exterior sculpture, flags, and similar items must be approved in accordance with Section 9 of the Declaration of Condominium. Notwithstanding the foregoing, any Unit Owner or resident may respectfully display one (1) portable, removable American flag, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, any Unit Owner or resident may respectfully display portable, removable official flags, not larger than four and one-half feet by six feet (4'6" x 6') that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. Such flags shall not be affixed to the building, Common Elements, or Limited Common Elements.

16. Air Conditioning Units. No window or wall-mounted air conditioning units may be installed in any Unit.

17. Outside Installations. No radio station or shortwave operations of any kind shall operate from any Unit, Limited Common Elements, or Common Elements. Except to the extent expressly permitted under Applicable Laws, no exterior satellite dish, radio antenna, television antenna, or other antenna of any type shall be erected or maintained in the Common Elements except that a master antenna or antennae and other equipment, or cable television antenna or antennae or satellite dish or dishes, may be provided for the use of Owners or Residents as part of the Community Systems, and the Developer and its successors and assigns may grant and hereby reserve easements for such purposes. To the extent permissible under Applicable Laws, the Master Association may enact Rules and Regulations, requiring that any such devices which may be permitted under applicable law are comparable in size, weight, and appearance, are installed and maintained in a manner designed to protect the safety of the Property and its occupants and satisfy any standards established by the Master Association for architectural appearance purposes. Satellite dishes that may be installed on Limited Common Elements cannot be installed on balconies in a manner as to alter or damage the Common Elements or Limited Common Elements of the condominium building. All satellite dishes must be installed on balconies and connected according to engineered specifications, and via an Association approved portable dish/HDTV antenna stand. Owners or Residents desiring to install a satellite dish must contact the Management Office to apply for approval prior to installation and must execute a Covenant to Run with the Land document available in the Management Office as part of that approval application process. All costs for engineered specifications shall be at the requesting Owner's or Resident's expense.

18. Window and Door Treatments. No reflective film tinting or window coverings shall be installed on any windows or glass doors except as necessary to replace or restore tinting of glass surfaces as originally installed unless approved by the Association in accordance with Section 9.1 of the Declaration. Curtains, drapes, and other window coverings (including their linings) which face on exterior windows or glass doors of Units, or are visible from the exterior of the Building, shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors. No aluminum foil may be placed in any window or glass door of a Unit and no reflective substance may be placed on any glass in a Unit, except for any substance previously approved by the Board of Directors for energy conservation or hurricane protection purposes. No unsightly materials may be placed on any window or glass door or shall be visible through such window or glass door. Any screen door must be of a uniform type approved by the Association.

19. Hurricane Protection. All unit owners must keep on file in the Management Office the contact's name and contact information of the person(s) responsible for hurricane preparation in his/her unit and balcony. Such person(s) must keep the unit and balcony in compliance with Association hurricane procedures. Failure to comply with all hurricane procedures will result in fines and/or charges to the Unit Owner for any Common Element/Limited Common Element damage resulting from the lack of proper preparations. No type of hurricane protection may be installed in or around the Units and the Limited Common Elements appurtenant thereto. Notwithstanding the foregoing, if and to the extent that the Act gives Unit Owners the right to install hurricane shutters, any proposed hurricane shutters or other hurricane protection shall be approved by the Association and shall be installed or affixed in a manner approved by the Association. Upon issuance of an official hurricane warning, each Unit Owner or resident shall take all actions necessary to prepare his/her Unit for any such hurricane, which shall include (i) removing all objects from balconies and terraces which will not be secured or otherwise protected, and (ii) complying with all rules and regulations which may have been adopted by the Association from time to time. No hurricane or storm shutters or other hurricane protection shall be permanently installed on any structure in a Unit

or in the Limited Common Elements or Common Elements unless first approved in accordance with Section 9 of the Declaration of Condominium.

20. Unit Maintenance. Each Unit Owner or resident must undertake or must designate a responsible firm or individual to undertake his general maintenance responsibilities, which shall include, at a minimum, maintaining the exterior appearance of the Unit and the Limited Common Elements, safeguarding the Unit and the Limited Common Elements, to prepare for hurricane or tropical storm watches and warnings by, among other things, removing any unfixed items on balconies and terraces, and repairing the Unit in the event of any damage therefrom. An Owner may designate a firm or individual to perform such functions for the Owner, but such designation shall not relieve the Owner of any responsibility hereunder. The name(s) and addresses of such firm or individual must be furnished to the Association. The designation of such firm or individual shall be subject to the approval of the Association.

21. Hazardous Substances. No flammable, combustible, or explosive fluids, chemicals, or other substances may be kept in any Unit, Limited Common Elements, or Common Elements, except such as are generally used for normal household purposes. No electric, gas or charcoal barbecue or other cooking devices, or outside cooking, is permitted on any patio or balcony.

22. Mold Prevention. No Unit Owner or resident shall install within his or her Unit, or upon the Common Elements and/or the Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and/or shelving within a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Further, all Unit Owners or Residents, whether or not occupying the Unit, shall continuously run the air conditioning system to minimize humidity in the Unit. While the foregoing is intended to minimize the potential development of mold and other micro toxins, the Developer does not make any representations or warranties regarding the existence or development of molds or micro toxins and each Owner or resident shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same.

23. Play Equipment, Strollers, Etc. Bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers, and similar items shall not at any time be left in the hallways or other Common Elements of the Condominium or in the Limited Common Elements (including balconies, terraces, and patios). Gas-powered scooters, skateboards, motorcycles, and any other gas-powered devices are forbidden to be kept, stored, or brought through the building, units, balconies, Common Elements, or Limited Common Elements unless the said area is specifically designated for that purpose. The Board of Directors shall have the authority to assign and/or designate an area of the garage, if it so chooses, for such items to be stored and/or kept, provided that the Association, its managing agent, and its Board of Directors are held harmless from any loss, theft of, and/or damage resulting from such items.

24. Insurance Rates. Nothing shall be done or kept in the Common Elements, Limited Common Elements, or Units that will increase the rate of insurance on any property insured by the Association or the Master Association without the approval of the Board or the Board of the Master Association, as the case may be, nor shall anything be done or kept in the Units, or on the Limited Common Elements or Common Elements, which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law. It shall be the obligation of the individual Unit Owner to purchase and pay for all insurance to cover losses inside his/her unit and to insure against any other risks not covered by the Association's insurance policy.

Further, it is the obligation of the resident to carry his/her own insurance policy to insure his/her personal belongings inside the unit and in Limited Common Elements.

25. Association Access to Units. In order to facilitate access to Units by the Association, it shall be the responsibility of all Unit Owners or Residents to deliver a set of keys to their Unit to the Association to use in the performance of its functions. No Owner or resident shall change the locks to its Unit without so notifying the Association and delivering to the Association a new set of keys to such Unit. The Association does not provide lock-out service to Residents. Should a resident be locked out of the unit during normal business hours, a key may be signed out from the management office with proper photo identification in order to gain access to the unit. Should a resident be locked out of the unit after normal business hours, the resident must contact a licensed and insured locksmith at his/her own expense.

In accordance with Section 718.111(5) of the Florida Statutes, the Association, and its authorized agents, has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a unit maintained by the Association, or as necessary to prevent damage to the Common Elements, or to a unit or units. The Association will make every reasonable effort to provide the resident with advanced written notice of any entry. However, it reserves the right under the Florida Statutes to enter a unit in emergency and otherwise necessary situations without providing prior notice.

26. Employees of Unit Owner or Residents. Domestic employees of the Unit Owner or Residents are required to enter the building only through designated entranceways, and may not use the recreational amenities. All domestic employees of Residents shall also be required to check in at the front desk in accordance with building security protocol for vendors. Such protocol shall be subject to change at the sole discretion of the Board of Directors and its managing agent and shall be changed at any time, with the reasonable effort of notice to Residents.

27. Use of Employees. Employees of the Association are not to be engaged by Owners or Residents during such employees' normal working hours, for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors, through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.

28. Documents. All Owners shall be obligated to deliver the documents received from the Developer, or from any prior Owner, containing the Declaration of Condominium and any other documents, and any amendments thereto, to any purchaser or grantee of their Unit. Notwithstanding the foregoing, in the event of loss or damage to the documents they may be obtained from the Association in digital format only (i.e., CD-ROM and or via the Condocerts.com website) with forty-eight (48) hour notice, at a cost of \$25.

29. Liability for Damage. Unit owners are liable for any damage caused by them, their family members, tenants, or guests to the Common Elements or Limited Common Elements.

30. Liability for Repairs. A Unit Owner shall be jointly and severally liable with his tenant for any amount which is required to affect repairs or replacements to the Common Elements caused by the tenant. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with and be fully bound by, the provisions of the Declaration and these Rules and Regulations.

31. Packages. Packages and other deliveries by the U.S. Postal Service and by other delivery services (e.g., Federal Express, UPS, DHL, and private courier) may be accepted by the front desk staff concierge on behalf of all Residents. Each package received must be logged into the Management Software system (or other similar systems that may be in use at Latitude). Each Unit Owner and occupant shall be deemed to have authorized the front desk staff to sign receipts for such packages and other deliveries on their behalf.

32. Pool and Jacuzzi Rules. The pool and Jacuzzi shall be open daily from 6 a.m. to 11 p.m., 365 days per year. All persons using the pool shall do so at their own risk. No lifeguard is on duty at any time. Children under 12 years of age are not permitted to use the pool unless supervised and accompanied by an adult at all times.

- a. No incontinent persons shall be permitted in the pool.
- b. Florida law requires every person to shower before entering the pool or Jacuzzi.
- c. Under no circumstances are pets permitted on the 11th-floor pool deck, or in the pool or Jacuzzi.
- d. Ball playing, running and diving are not permitted on the 11th-floor pool deck.
- e. Proper attire is required when leaving the pool area into the building. All persons must wear shirts or bathing cover-ups and shoes upon entering/walking through the building.
- f. Glass is not permitted on the 11th-floor pool deck, in the pool, or in the Jacuzzi.
- g. Food and drink are permitted on the pool deck, but not in the pool or Jacuzzi.
- h. All garbage must be disposed of properly in the trash receptacles provided.
- i. All cigarettes must be properly extinguished and disposed of properly in the ashtrays provided.
- j. Maximum pool load 77 persons; Maximum Jacuzzi load 11 persons.
- k. Jacuzzi's maximum use time is 15 minutes.
- l. No barbecue grills/cooking of any sort allowed on the pool deck at any time.

33. Holiday Trees. Live trees are allowed inside of units but MUST be brought into the building and out of the building in a full-sized tree bag to prevent tree nettles from polluting/damaging Common Areas. The association will provide a limited supply of bags that are available to Residents at the front desk from November 15 through the holiday season.

34. Balcony Décor and Use. Flowerpots, boxes, and other appurtenances shall not be kept or suspended on balcony railings. No drilling of balcony floors, exterior walls, ceilings, or railings is allowed for attachment or hanging of any materials or items, including without limitation planters and hammocks. No liquids, cigarettes, cigars, or other items of any kind or nature may be thrown from balconies. No resident may permit any condition to exist which shall induce, breed, or harbor plant diseases or noxious insects.

35. Deliveries and Moves. All deliveries and moves MUST be received through the loading dock at the back of the building and must be scheduled a minimum of 48 hours in advance through the Management Office. Only the designated freight elevator may be utilized for moves, deliveries, and for moving large items between units, into or out of the building. All Residents with deliveries and moves must register at the front desk, and leave a valid photo identification prior to beginning the move/delivery for a pre-move/delivery inspection of the common areas with appropriate security, receiving and/or maintenance staff. All deliveries and moves must check back in at the front desk after completion of the move/delivery for a post-move/delivery inspection of the common areas with

appropriate security, receiving and/or maintenance staff. Deliveries and moves are allowed Monday through Friday, from 9 a.m. to 5 p.m., and on Saturdays from 10 a.m. to 3 p.m. The Board of Directors shall have the right to change this schedule with reasonable notice to Owners and Residents. Absolutely no deliveries and no moves are allowed on Sundays, or on nationally recognized holidays.

36. Food Deliveries. Food delivery staff must check in at the front desk of the building and leave the identification of some form in order to deliver food to units. Residents must specifically grant access to the front desk staff for the delivery personnel to be allowed to proceed to residential floors for food delivery. Food delivery staff may not leave solicitations anywhere in the building Common Elements or Limited Common Elements. Solicitation violators may result in a ban from Latitude at the Board's sole discretion.

37. Security. Residents are required to carry key fobs when moving through the grounds and building at all times. Building staff is not allowed to grant access to the building and residential and/or garage floors to anyone without said resident checking in at the front desk in advance. Residents are required to follow all security protocols. Such protocol shall be subject to change at the sole discretion of the Board of Directors and managing agent and shall be changed at any time, with a reasonable effort of notice to Residents.

38. Smoking. Smoking is permitted inside units and in Limited Common Elements only. Smoking in Common Elements is allowed outside designated smoking areas only. All cigarettes and other smoking materials must be properly distinguished in ashtrays and may not be thrown over balconies or on the ground anywhere on Latitude property. Violators shall be fined.

39. Bicycles/Non-Motorized Travel Vehicles. Bicycles and non-motorized travel vehicles, including skateboards and roller skates/blades, may not be ridden inside the building or in Common Elements at any time. Bicycles and non-motorized travel vehicles must be stored inside of the units or in the designated bicycle area, which is located on the 10th floor of the Latitude on the River parking garage. Access to this area is obtained by properly registering at the front desk or in the Management Office via a Bicycle Registration Form. The Association and staff do not accept any liability for theft or damage to bicycles and other non-motorized travel vehicles. Gas-powered scooters are NOT allowed in the residential building or inside of units, as per local fire codes.

40. Luggage Carts and Grocery Carts. Residents may use the Association luggage carts and grocery carts for a maximum of 30-minute time intervals. Residents must check these items out with the front desk staff, and leave identification until items are returned and checked back in with the front desk staff.

41. Garbage. All garbage must be deposited in bags and disposed of properly in areas designated for such purposes. No garbage, bags, or recyclables may be left inside of a trash room on the residential floors. Trash chutes are for household garbage. Only closed garbage bags may be deposited in the trash chutes. No large or heavy items of any kind, nor shipping boxes, pizza boxes, shoe boxes, etc., may be deposited into trash chutes. These items must be recycled, along with paper, glass, and metal at the rear loading dock.

42. Estoppel Letters and Condominium Questionnaires. All estoppel letters and condominium questionnaires are provided by the Management Office via the Condocerts.com website with a minimum of forty-eight (48) business hour notice at a charge of \$150 each for estoppel letters and \$250 each for condominium questionnaires via CONDOCERTS.com.

43. Solicitations. No solicitation is permitted by any persons anywhere in and about the building Common Elements and Limited Common Elements for any cause, charity, or any other purpose unless specifically authorized by the Board of Directors. Solicitations pre-approved by the Board and/or Management may be placed inside the Association's community board located in the mail room for a limited time.

44. Rules and Regulations. 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, the Easement 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 a Unit for the failure of an Owner, or its occupant, licensee or invitee, in an amount not to exceed that allowed by the Act as same may be amended from time to time, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, By-Laws or Rules and Regulations, provided the following procedures are adhered to:

a. Notice of Violation: The Association shall notify the Owner and/or occupant/resident of the infraction or infractions. Included in the first Notice shall be a date and time of the expected compliance, as well as the fine that will be imposed in the case of non-compliance. A Second Notice of Violation will be sent if the violation continues, wherein the Owner and/or Resident will be advised of the date and time of the next Fining Committee Hearing. At such meeting, the Owner and/or Resident shall present reasons why a fine should not be imposed.

b. Hearing: The Unit Owner and/ or Resident shall be afforded an opportunity to attend the scheduled Hearing after reasonable notice to the Unit Owner or Resident of not less than 14 days, which Notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, By-Laws or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association. The Unit Owner and/or Resident shall have an opportunity to respond, to present evidence, and provide written and oral arguments on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. The Hearing must be held before a committee of other Unit Owners. At the Hearing, the Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Committee so determines, it may impose such fine as it deems appropriate by written notice to the Unit Owner and/or Resident. If the Committee does not agree with the fine, the fine may not be levied.

c. Fines: The amount of any fine shall be determined by the Association Board of Directors, and shall not exceed \$100.00 per violation. **See Fee/Fine Scheduled attached hereto as Exhibit A.**

d. Violation: Notwithstanding paragraph (c) above, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00.

e. Payment of Fines: Any fine imposed by the Board shall be due and payable within ten (10) days after written notification of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after written notification of the Committee's decision at the hearing.

f. Application of Fines: All monies received from fines shall be due and payable to Latitude on the River Condominium Association via money order, and such funds 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 and/or Resident shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner and/or Resident.

45. Effect on Developer. 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 except that the Developer shall be subject to the requirement that the prior written approval of the Condominium Association is obtained for leases of Units set forth in Rule 2 and to the pet restrictions set forth in Rule 4. The Developer shall also be subject to any restrictions on the type of vehicles allowed to park on the Condominium set forth in Rule 24; however, the Developer and its designees shall be exempt from any such restrictions if the vehicle is engaged in any activity relating to construction, maintenance or marketing of Units. All of these rules and regulations shall apply, however, to all other Owners and Residents even if not specifically so stated in portions hereof. In enforcing its rights hereunder, the Developer shall also be entitled to bring an action and recover sums due for damages, injunctive relief, or any combination thereof, and the Developer shall be entitled to recover all legal fees and expenses incurred in connection with any such action.