

Rules and Regulations

444 Brickell Two Condominium is governed by certain restrictions, covenants, and reasonable rules and regulations, all designed to protect the community's best interests. These guidelines help preserve the beauty and tranquility of the area while safeguarding property values. The full set of rules and restrictions is outlined in the Condominium Documents, which include the Declaration of Condominium, Articles of Incorporation, By-Laws, Rules and Regulations, and other key information related to 444 Brickell Two Condominium. This Owner's Information Manual provides a summary of these documents, highlighting key points of interest. However, for complete details, we encourage you to review the full set of Condominium Documents. All Unit Owners, Guests, invitees, Tenants, and Lessees must comply with these rules and any additional regulations that may be adopted. Failure to comply may result in actions to recover damages, seek injunctive relief, or a combination of both. New homeowners are strongly encouraged to read the full Condominium Documents in the 444 Brickell Two Condominium prospectus.

ACCESS TO UNITS AND COMMON AREAS - In order to facilitate access to Units for the purposes enumerated in this Owner's Information Manual, it shall be the responsibility of all Unit Owners to deliver a set of keys (or code, as may be applicable) to their respective Units to the Association to use in the performance of their functions. The Association shall have the right to adopt reasonable regulations from time to time regarding access control and registration procedures which shall be applicable to Unit Owners, Guest, invitee, and Tenant/Lessee. FOB access devices are for the exclusive use of the Unit Owner for whom they are properly registered and authorized for use by the Association. Unauthorized use is considered a violation of the Association's rules and regulations and may result in the devices being disabled as determined by the Association from time to time.

ADVERTISING Commercial advertisements shall not be posted or circulated on Viceroy Brickell property, nor shall solicitations of any kind be made in the Building facilities or upon the property's stationery without the prior approval of the Residence Manager. Other than as permitted by the Residence Manager, no petition shall be originated, solicited, circulated, or posted within Common and/or the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element.

ALTERATIONS - No Residential Unit Owner shall cause or allow improvements or changes to any Residential Unit, Common Elements or The Common Elements, the Association Property, the Shared Facilities or any Limited Common Element, without obtaining the prior written consent of the Board and/or Association in the manner specified in the Declaration. Further, any Unit that is built out for handicap accessibility and/or compliance with applicable disability requirement of County, State or Federal law, must be maintained in that condition and cannot be altered. Additionally, curtains or drapes (or linings thereof) that face the exterior windows or glass doors of Units shall be consistent with the standard adopted from time to time by the Association. Notwithstanding the provisions set forth above, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than four and one half (4 ½) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. The Association shall have the right to establish non-discriminatory restrictions on any and all persons performing work within the Common Elements, the Association Property and/or the Shared

Facilities, including, without limitation, by (a) restricting the hours during which work may be performed and restricting access of contractors to certain areas, (b) requiring that all persons performing any work have all necessary licenses and permits to perform the work, (c) requiring that all persons performing any work have adequate insurance coverage and that the Association, the Developer, Developer's Affiliates, the Brand Owner and all other Unit Owners and their respective officers, directors, shareholders, employees, managers, agents, contractors, consultants or attorneys be a named additional insured on such policies, and (d) requiring a certain collateral to protect against damage that may be caused during such work. If the work being performed requires a license and/or permit, the work must be performed only by duly licensed contractors and only in compliance with all appropriate approval requirements. Depending on the nature and location of the work, the Board and/or the Association may impose certain conditions before the work may commence, including, but not limited to, any or all of the following: (1) the Unit Owner's signing of a specific modification/alteration agreements, (2) confirmation of appropriate licenses and permits, (3) insurance and indemnification requirements, (4) access and work time restrictions, (5) posting of bonds or collateral to protect against liens and/or to ensure completion and payment for labor and materials, and (6) confirmation of architectural committee approval (the Association) as required. For detailed information on the architectural alterations, please see the Rules and Regulations for alterations.

ANIMAL RESTRICTIONS - Owners may maintain domesticated pets in their Unit(s) provided that such pets are: (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies, terraces, patios and/ or in lanai areas, (c) generally, not a nuisance to Residents of other Units or Elements (d) not a breed prohibited by applicable law or considered to be dangerous or a nuisance by the Board of Directors (in its sole and absolute discretion) and (e) registered with the Association; provided that neither the Developer, Developer's Affiliates, the Brand Owner, the Board nor the Condominium Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Developer, Developer's Affiliates, the Board of Directors, each Unit Owner and the Condominium Association in such regard. Each Owner, or other person with a pet on the Condominium Property shall be responsible for picking up and properly disposing of all excrements. Any landscaping damage or other damage to the Common Elements and/or Shared Facilities caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefor. All dogs must be kept on a leash of a length that affords reasonable control over the pet at all times when outside the Unit or enclosed patio. No pets may be kept on patio areas or on balconies of any Units when the Owner is not in the Unit. Pets may not be taken in any elevators in the Condominium other than in those designated for pets. Without limiting the generality of Section 18 of the Declaration, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. No pets may be retained in any Unit unless registered with Condominium Management. The registration shall identify the type and breed of the animal. The Association may require proof of rabies vaccination, and any other vaccination required by law. Any animals within any portion of The Properties must be on a leash held by a person capable of controlling the animal. One end of the leash must be attached to the animal's collar, and the other end of the leash must be held by a person capable of controlling the animal. The leash should be shortened to the point that the pet is restricted to the area near the person's legs. The pet is not allowed to go into any portion of The Properties away from the person's stride or into an elevator without the person beside the

animal. If a Unit Owner, Permitted User and/or Guest in an elevator objects to riding in the elevator with an animal, the animal's handler must wait for another elevator. Any animal found unattended may be removed to a pound or animal shelter. Only areas designated within any portion of The Properties shall be used at any time for relieving the animal. Any animal excrement must immediately be removed and properly disposed. Unit Owner shall be responsible to reimburse the Association for any costs to clean and/or deodorize any portion of The Properties and/ or other Residential Units. Animals should be on a regular walking schedule to prevent accidents to any portion of The Properties and/or other Residential Units. Do not allow animals to urinate on the corners of the Condominium as the walls will stain and retain strong and unpleasant odors that are exceedingly difficult to remove. Unit Owner or Permitted User are responsible for assuring that animal walking services personnel or other persons walking their pets know and follow the pet rules. Any pet excrement deposited in any trash chute must be fully contained in a sealed plastic bag. No Unit Owner or Permitted User shall place or build any doghouse, shed, screen, fence, or other structure on any portion of the Limited Common Elements, the Shared Facilities and/or the Properties without the prior express written approval of the Association. Animal food dishes, water dishes, bedding and litter containers must be kept inside a Unit and not on balcony, terrace, roof deck, patios and/or lanai areas. The following provisions shall also govern any pets on the Condominium Property, the Shared Facilities and/or the Building:

- All pets must be on a leash not more than six (6) feet long or carried when outside of the Unit.
- Pets shall only be walked or taken upon those portions of the Building designated by the Condominium Association or entity governing same from time to time for such purposes, if any. Under no circumstances shall pets be permitted in the Lobby (except for ingress and egress through the Building).

- Unit Owners shall pick up all solid wastes from their pets and dispose of same appropriately.
- Each Owner shall be responsible for all damage caused by his/her pet.
- The maintenance, keeping, boarding and/or raising of pot belly pigs, reptiles, rodents and any other animals, livestock, or poultry of any kind, regardless of number, is expressly prohibited.
- Pets may not play or exercise in the Unit balconies, terraces, roof decks, patios and/or lanais.

corridors, stairwells, roof, laundry rooms or other portions of the Condominium Property or the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element, other than the Owner's Unit.

- Each Owner agrees to underwrite the cost of necessary exterminator measures in the Owner's Unit or others if Owner's pet is responsible for the infestation of the Building or portions thereof.
- Each Owner agrees to restrain its pet in an appropriate manner should it be requested either for cause or the result of a justifiable request from the applicable association or governing entity (e.g., muzzled when going through public areas).
- No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on

a leash not more than six (6) feet long. No pets may be kept or left alone on any terrace, balcony, patio, or lanai. Failure to comply with this rule may result in a fine per violation.

- The Lessee will be bound by these rules and both the Unit Owner, and the Lessee will be held responsible for compliance.
- Unit Owners must immediately collect and clean-up any feces from pets upon the Condominium Property. Failure to comply with this rule may result in a fine per violation.
- Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as may be provided in these applicable rules and regulations or the Declaration) and/or to require any pet to be permanently removed from the Condominium Property.

THE UNIT OWNER SHALL INDEMNIFY THE ASSOCIATION AND HOLD IT HARMLESS AGAINST ANY LOSS OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER ARISING FROM OR GROWING OUT OF HAVING ANY ANIMAL IN THE CONDOMINIUM. IF A DOG OR ANY OTHER ANIMAL BECOMES A NUISANCE AND/OR IS OBNOXIOUS TO OTHER UNIT OWNERS BY BARKING OR OTHERWISE, THE UNIT OWNER THEREOF MUST CAUSE THE PROBLEM TO BE CORRECTED; OR, IF IT IS NOT CORRECTED, THE UNIT OWNER, UPON WRITTEN NOTICE BY THE ASSOCIATION, WILL BE REQUIRED TO REMOVE THE ANIMAL IN THE SAME MANNER AS HEARINGS FOR FINES.

ATTIRE - Residents are expected to maintain an appearance that complements the refined setting and atmosphere of Viceroy Brickell when in the Lobby and all shared areas. Bathing suits are permitted only within the pool and its immediate surroundings. Appropriate cover-ups, shirts, and footwear are required at all other times. Residents are also responsible for ensuring that their Guests adhere to these dress code standards.

BALCONIES, TERRACES, ROOF DECKS, PATIOS AND/OR LANAIS - Your balcony, terrace, roof deck, patio and/or lanai are an important part of the overall appearance of Viceroy Brickell. To insure that all balconies, terraces, roof decks, patios and/or lanais remain attractive, the Association requests that the following rules are observed:

- Curtains and drapes (or linings thereof) that face exterior windows or glass doors of Units shall be white or off-white in color and subject to disapproval by the Association, in which case they shall be removed and replaced with acceptable items. If the interior of the windows is covered, the windows shall be covered with normal and customary window coverings such as curtains, drapes, shutters, or blinds. No window shall be covered with paper, bed sheets or towels of any kind.
- Terraces may not be enclosed, covered with an awning, increased in size, or altered in configuration.
- No articles other than patio type furniture shall be placed on the balconies, terraces, roof decks, patios and/or lanais or other components of the Unit and/or their Limited Common Elements. No linens, towels, cloths, clothing, shoes, bathing suits 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, patios, terraces, lanais, railings, or other portions of affecting any portion of the Common Elements and/or

any portion the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element.

- Each Unit Owner shall ensure that any plants or flowerpots located on any balconies, terraces, roof decks, patios and/or lanais appurtenant to a Unit contain sufficient waterproofing containers and/or liners underneath said plants or flowerpots.
- Other than those provided in the original Unit design, no exterior lighting and/or audio devices/speakers may not be modified (lighting levels and/or sound levels shall be such as not to offend others).
- The installation of any improvement or heavy object (excepting typical outdoor furniture) must be submitted to and approved by the Association and be compatible with the overall structural design of the Building.
- No equipment, materials or other items shall be kept or stored or used on any balcony, terrace, patio and/or lanai area of the Condominium, including but not limited to bicycles, without the prior written approval of the Association. In no event shall BBQs and/or any other open flame cooking devices be utilized and/or maintained on balconies, terraces, roof decks, patios and/or lanais, other than those installed by the Developer in the original construction.
- Each Unit Owner shall assure that no projectiles or debris (including but not limited to liquids, cigarette and cigar ashes or butts) shall fall from any balconies, terraces, roof decks, patios and/or lanais or window appurtenant to a Unit, nor sweep or thrown from the Unit and/or their Limited Common Elements, any dirt or other substance onto any of the balconies, terraces, roof decks, patios and/or lanais or elsewhere in any manner affecting the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element. Each Unit Owner shall be responsible for cleaning up after themselves, and its family members and/or its or their Guests, Tenants and/or invitees when within the Condominium Unit, their Limited Common Elements, Common Elements, the Association Property, the Shared Facilities or any Limited Common Element, including, without limitation, placing all trash and/or garbage in the proper receptacles.
- No window air-conditioning units may be installed by Unit Owners, Guest, invitee, and Tenant/ Lessee. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
- Stickers, adhesives, and other foreign objects are not permitted on (or inside) your windows.
- No Unit Owners shall cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, balconies, terraces, roof decks, patios and/or lanais, railings, or windows of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than four-and-a-half (4 ½) feet by six (6) feet, which represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

- Other than those provided in the original Unit design, no exterior lighting and/or audio devices/speakers may not be modified (lighting levels and/or sound levels shall be such as not to offend others). No additional electrical wiring, lighting fixture, audio/speakers, or machines, which might protrude from the walls or the roof of the Building, may be installed.
- Antennas, Satellite Dishes. To the extent permitted by applicable law, no Unit Owner may install any antenna, satellite dish or other transmitting or receiving apparatus in or upon his or her Unit (and/or areas appurtenant thereto), without the prior written consent of the Association.
- If you will not be in Residence during unusual weather, please remove all movable objects from your terrace. Except only as set forth elsewhere to the contrary, each Unit Owner shall be responsible for the maintenance of any other portions of such areas, for the general cleaning, plant care and upkeep of the appearance of the area(s) and for the repair and replacement of any floor coverings placed or installed on any balconies, terraces, roof decks, patios and/or lanais. BICYCLES All bicycles stored in the Condominium's interior garage cycle room are kept at the Unit Owner's risk. Movement of bicycles within the building must be conducted via the Valet or service elevator.
- Bicycle storage is available exclusively to registered Condominium Residents on a first-come, first-served basis.
- All bicycles must be registered with the Management Office and display the issued bicycle tag.
- Unregistered or unauthorized bicycles may be removed at the owner's expense.
- Owners are solely responsible for securing their bicycles to the rack and ensuring they are properly attached.
- Only bicycles in good working condition may be stored. Non-operational, damaged, or abandoned bicycles may be removed at the owner's expense.
- Each Resident may store a maximum of one (1) bicycle, unless otherwise approved by Management.
- Bicycles must be stored in the designated rack or assigned spot and occupy only one (1) space. Bicycles may not encroach on another Resident's space.
- All bicycles must be moved in and out through the loading/service area only.
- The Condominium is not responsible for loss, theft, or damage to bicycles or related equipment.
- Residents must comply with all posted rules regarding bicycle storage and use; failure to do so may result in removal or restriction of storage privileges.

CHILDREN - Children shall be the direct responsibility of their parents or legal guardians, who must supervise them while on the Condominium Property, and full compliance with these Rules and Regulations, as well as all other Association rules, shall be required; no children under sixteen (16)

years of age shall be permitted in the Lobby Lounge, Club Room, Billiard Room, Private Dining, Wine Cellar, and Tasting Room, Screening Room, Business Center (including conference room and private workspaces), Fitness and Wellness Center with Saunas, Custom Treatment Rooms, and Cardio Theater, Multi-Sport Simulator Studio featuring golf, soccer, basketball, and F1 racing, Resort Amenities Deck with heated Swimming Pool, Outdoor Spa, Poolside Cabanas, Summer Kitchen, Outdoor Covered Dining, and Bocce Ball Court, the full-service Pool Café and outdoor lounging areas, or Mail and Package Rooms without being accompanied and supervised by a person over twenty-one (21) years of age.

CONTRACTOR'S WARNINGS - From experience, we have witnessed damage done to a Residence by the contractors that are supposed to be making improvements to it. The following are a few tips that can prevent this damage from occurring in your Residence:

- Make sure your flooring contractor is aware that your sinks, showers, and water closets are never to be used for disposal of leftover thin setting material or grout. Stoppages are not covered under the warranty. Since your drains were checked at the time of walk through, and water flowed freely, we cannot hold the General Contractor responsible for these stoppages, and you will be required to contact and pay your plumber to clear these lines.
- During any type of flooring installation, or decorating, there is a considerable amount of dust in your unit. If you leave your air conditioning running be sure to change filters frequently, so there is no damage to the coils. If these filters are not changed or are removed for any reason, you will get a buildup of debris on your coils, and this will result in your system not cooling/heating properly. The acid washing of coils is costly, and the cleaning of these coils does not always bring your system back to its original efficiency.

DEFAULT IN PAYMENT OF ASSESSMENTS FOR COMMON EXPENSES - Monthly Assessment of 444 Brickell Two Condominium Association, Inc. are due on the first calendar day of each month, in advance. The total of these charges may be paid, unless instructed otherwise by the applicable payee. Pay your assessments online through ClickPay. Simply log onto the FirstService Residential Connect™ Resident Portal or visit <https://www.clickpay.com/custom/fsr/login.html>, choose "Register" to create your online profile; (ii) pay by eCheck; (iii) pay by credit or debit card for a nominal fee (charged by the merchant), or (iii) online bill pay through your financial institution. The Residence Manager will provide you with your Units account number at time of orientation. If any installment of a Monthly Assessment is not paid within ten (10) days from the date when it is due, it shall bear interest at the highest lawful rate per annum from the date due until paid and shall be subject to an administrative late fee, in addition to such interest, not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each delinquent installment. The Association (or any collecting entity) may bring an action at law against Unit Owner obligated to pay the same, may record a claim of lien (as evidence of its lien rights as provided for by Subsection 18.4 of the Declaration against the Unit on which the charges and late charges are unpaid and all improvements thereon, may foreclose the lien against the applicable Unit and all improvements thereon on which the charges and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such charges, late charges and interest secured by the lien, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the

costs of the action, through all applicable appellate levels. Failure of the Association (or any collecting entity) to send or deliver bills or notices of charges will not relieve Unit Owner from their obligations. The Association (or any collecting entity) shall have such other remedies for collection and enforcement of charges as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative. As an additional right and remedy, upon default in the payment of Monthly Assessments as aforesaid and after thirty (30) days' prior written notice to the Unit Owner and the recording of a claim of lien, the party which was to have received the delinquent Maintenance Assessments may accelerate and declare immediately due and payable all installments of Monthly Assessments for the remainder of the fiscal year. In the event that the amount of such installment changes during the remainder of the fiscal year, the amount accelerated shall be adjusted between the affected parties.

DELIVERIES - Other than the Concierge and receiving department personnel, employees and agents of the Association are not authorized to accept packages, keys, money, or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a Residential Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner thereof assumes the sole risk therefore and such Unit Owner, not the Association, shall be liable for injury, loss or damage or any nature whatsoever directly or indirectly resulting therefrom or connected therewith. When a package is received on property, it is logged with our receiving department. Based on your notification preferences, you will receive either an email or text that the package has arrived. If you have specified that you would like packages brought directly to your Unit, this will be completed between the hours of 9:30 a.m. – 4:30 p.m. Outside of these hours, your package will be available for pick up or delivery upon request 24/7. The only packages not tracked by our team are from USPS as they are delivered directly into your mailboxes. If a Resident would like to ship a package, the package should be brought to the Concierge desk along with all shipping information for the shipping label.

- The package should be completely sealed, packed, and ready to be shipped when it is brought to the Concierge desk.
- The Concierge will assist the Resident in filling out the correct shipping paperwork to best meet the Resident's needs.
- All charges will be added to the Resident's monthly statement.

EMPLOYEE SUPERVISION - No person may abuse any of the employees, verbally or otherwise. All employees of the Association are under the supervision of the Residence Manager, and no person shall reprimand or discipline any employee, nor request that an employee leave the property for any purpose. Any employee not rendering courteous and prompt services should be reported to the Residence Manager immediately.

EXTERIOR APPEARANCE - To maintain a uniform and pleasing appearance of the exterior of the Condominium Building, no awnings (except any original awnings installed by the Developer), canopy, screens, air conditioning unit, glass enclosures, or other projections shall be attached to, hung, displayed or placed upon the porches, outside walls, doors, windows or to the patio, roof or other portions of the Building or on the Common Elements, other than items originally installed by the Developer. This includes any type of screen or umbrella and any outdoor TV, cable, satellite, or radio antennae, to the extent permitted by law. No exterior lighting shall be permitted on the walls or

ceilings of any patio without the prior written approval of the Association. Patios shall not be used for the storage of any items, including but not limited to, bicycles, barbecue grills, except those installed by the Developer, or exercise equipment.

EXTERIOR IMPROVEMENTS - Subject to any provision of the Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, balconies, terraces, roof decks, patios and/or lanais or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures, and equipment), without the prior written consent of the Association. Unit Owners may also attach a religious object on the mantel or frame of the Unit Owner's door not to exceed three (3) inches wide, six (6) inches high and one and one half (1.5) inches deep.

FIREARMS / WEAPONS - No firearms or any other weapons are permitted in areas designated as any portion of the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element at any time. This rule is consistent with the principle that a condominium or homeowners' association may regulate the possession of firearms/weapons on its common areas.

FIREWORKS / FLAMABLE SUBSTANCES Absolutely no fireworks are permitted on any portion of the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element or adjacent areas unless part of a fireworks exhibit organized and conducted by the Association. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or any portion of the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element, other than as is reasonable and customary in vehicles and/or in cleaning supplies. No fires, barbecue grills, hibachis, or cooking devices or other devices that emit smoke or dust shall be allowed on any balcony.

HEAVY OBJECTS - Request for the installation of any improvement or heavy object (e.g., safes, non-bearing walls, aquariums, planters) must be submitted to and approved by the Board and be compatible with the overall structural design of the Building. The Board may require that a structural engineer review certain of the proposed improvements, and such review is to be at the Unit Owner's sole expense.

HOLIDAY FUND - Residents are not expected to tip the staff daily for their services. However, if a staff member provides exceptional service, a gratuity can be accepted. The Board offers our Residents the option to participate in our end of the year Holiday Gift Fund that eases the burden of daily tipping, to create a harmonious, cohesive work environment for our employees, and to ensure we recognize all staff members for their hard work. The Holiday Fund Gifts are determined by length of service within that current calendar year.

HURRICANE EVACUATION PROCEDURES - Upon notice of approaching hurricanes, all furniture, plants, objects, and plants must be removed from any balconies, terraces, roof decks, patios and/or lanais. IN THE EVENT THAT AN EVACUATION ORDER IS ISSUED BY ANY APPLICABLE GOVERNMENTAL AGENCY, ALL OWNERS MUST PROMPTLY COMPLY WITH SAID ORDER. The Association shall have the right from time to time to establish hurricane preparedness and evacuation policies, and each Unit Owner shall fully comply with same (and shall cause its family members and/or its or their Guests, Tenants and/or invitees to do so as well).

INDIVIDUAL ALTERNATIVE FUELING STATION AND CAR LIFTS - (See Section 9.8 of the Declaration) Without limiting the generality of Section 9.1 of the Declaration, any Unit Owner that wishes to install an AFS or Car Lift within their Limited Common Element parking space, or (as to an

AFS) on any wall immediately adjacent to their Limited Common Element parking space so that they may stack more than one vehicle and/or charge their personal vehicle when parked within the Limited Common Element parking space (as to the AFS, an "Individual AFS"), must seek and receive prior written approval from the Board, as provided in Section 9.1, and shall be subject to the following additional provisions: (a) Any Individual AFS and/or Car Lift shall only be approved to the extent that same meets all applicable health and safety standards and requirements imposed by Federal, State and local authorities and all other applicable zoning, land use or other ordinances, or land use permits or approvals; (b) Approval of an Individual AFS shall be conditioned upon the requesting Unit Owner's installation of a meter or submeter or other method to separately isolate the electricity or natural gas fuel consumed by the Individual AFS and/or the use of same (with all such electricity and/or natural gas fuel costs to be the sole responsibility and burden of the Individual AFS/Car Lift Owner; (c) No Individual AFS will be approved if it includes multiple charging points; and (d) Approval of an Individual AFS and/or Car Lift may be subject to any other conditions imposed by the Board from time to time, including, without limitation, minimum insurance requirements on Unit Owners installing and using Individual AFS and/or Car Lifts and/or identification of approved manufacturers and specifications for Individual AFS and/or Car Lifts. To the extent that an Owner has been assigned only a Valet Parking Right that does not include an assigned parking space and/or does not have the right to self-park, as is contemplated, then that Owner shall not be permitted to install an Individual AFS. INGRESS / EGRESS The sidewalks, entrances, passages, lobbies, hallways and like portions of the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element shall not be obstructed nor used for any purpose other than for ingress and egress to and from same; nor shall any carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects be stored therein, except in areas (if any) designated for such purposes.

INSURANCE - The Unit Owner, Guest, invitee, Tenant/Lessee is responsible to insure all personal property within the Unit, including but not limited to the floor, wall and ceiling coverings, tiles, flooring, wallpaper, electrical fixtures, appliances, water heater, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing. Accordingly, any policy obtained by the individual Unit Owner, Guest, invitee, Tenant/Lessee should provide coverage for the above-referenced items. You may contact the Management Office if you need a Certificate of Insurance ("COI") for the Association's insurance policies to provide to your mortgage lender, attorney, or financial advisor.

KEY HOLDING SERVICES - Each Unit Owner shall provide to the Association, and the Association shall have the right to keep a working copy of any keys required to gain entry to any Residential Unit. Such keys shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association in a locked box for use only if entry to such Residential Unit is necessitated by the conditions listed in the Condominium Documents. In no event shall such keys be used to facilitate entry to a Residential Unit for purposes other than those noted in the Condominium Documents without written authorization by the Unit Owner to the Association. No Unit Owner shall alter any lock or install additional locks on any doors of a Residential Unit without the prior written consent of the Association. LEASING OF UNITS (See Section 17.8 of the Declaration) No portion of a Unit (other than an entire Unit) may be rented. Leasing of Units does not require prior written approval of the Association; however, each lease must be in writing and must specifically provide that the Association may terminate the lease or restrict the Tenant's use of Common Elements if the Tenant fails to comply with the Declaration, Articles of Incorporation, By-Laws, Master Covenants, or

any other governing documents administered by the Association. No lease shall be for less than thirty (30) days, and no Unit may be leased more than twelve (12) times during any calendar year. A Unit may not be leased if, at the commencement of the lease, the Owner is delinquent on assessments, charges, or fines to the Association or Shared Facilities Manager. A Unit shall be deemed leased if:

- The occupant pays any compensation to the Unit Owner (or the Unit Owner receives compensation for occupancy); or

- The occupant is procured, directly or indirectly, through any general solicitation, broker, agent, internet service, or home-sharing platform (e.g., Airbnb, VRBO, HomeAway, or similar). There is a rebuttable presumption that a person occupying a Unit without the Unit Owner (or designated primary occupant) who is not a family member or domestic partner is considered a Tenant. Every lease must specifically provide (or shall be deemed to provide) that:

- The Tenant shall fully comply with the Declaration, Master Covenants, Association rules, and all governing documents; and

- The Association may terminate the lease or restrict the Tenant's use of Common Elements upon

Tenant default. Unit Owners are jointly and severally liable with Tenants for any damage to Common Elements or Association property, and the Association may levy special charges for such damage. All leases are subordinate to all Association liens, whether filed prior or subsequent to the lease. The Association may require Tenants to place a sum in escrow, not exceeding one month's rent, to cover potential damages to the Common Elements and/or Association Property. Handling of interest, claims, refunds, and disputes regarding escrow deposits will be managed in accordance with Part II of Chapter 83, Florida Statutes. When a Unit is leased, a Tenant has use rights to Association Property and Common Elements generally available to Unit Owners, while the Unit Owner does not have such rights during the lease term except as a Guest, unless waived in writing by the Tenant. The Association may adopt rules to prohibit dual use of Association Property and Common Elements by both a Unit Owner and Tenant. Nothing herein interferes with the Owner's landlord access rights under Chapter 83, Florida Statutes. RULES AND PROCEDURES FOR LEASING While prior approval is not required under the Declaration, the Association encourages Unit Owners to submit leases and Tenant information to the Residence Manager. The Association may request background checks and credit reports for all prospective Tenants. Unit Owners must contact the Residence Manager at least fourteen (14) calendar days prior to the lease start date for instructions on the application process. A non-refundable application fee of \$150.00 per applicant over 18 years of age, or as otherwise required by law, applies. • Term: Minimum lease of thirty (30) days; no more than twelve (12) leases per calendar year.

- Background Checks and Lease Submission: Unit Owners must submit the proposed lease and any required Tenant screening documents.

- Occupancy Plans: Short-term rentals, interval-type occupancy, and home-sharing arrangements are prohibited.

- Delivery of Condominium Documents: Unit Owners must provide Tenants with a copy of the

Declaration and Rules and Regulations before occupancy.

- **Insurance:** Unit Owners must ensure Tenants maintain renters' insurance covering personal property and liability. Tenant insurance does not replace the Unit Owner's insurance obligations. Coverage type and amounts must comply with the Condominium Documents; Unit Owners may need to modify their policies based on their insurer's requirements.
- **Security Deposit / Escrow:** A security deposit equal to one month's rent is required, which may also serve as the escrow deposit described in Section 17.8 of the Declaration.
- **Tenant Orientation:** All approved Tenants must attend an orientation with the Residence Manager, which includes a review of building amenities, rules, and distribution of access fobs.
- **Taxes:** Leases for six (6) months or less are subject to the tourist development tax (Section 125.0104, Florida Statutes). Unit Owners are responsible for timely payment and agree to indemnify the Association, Developer, Developer Affiliates, and other Unit Owners from any claims arising from unpaid taxes or surcharges.
- **Dual Usage / Access:** The Association may prohibit dual usage of Association Property and Common Elements by both Unit Owners and Tenants. Unit Owners retain access as landlords under Florida law but do not have rights to Common Elements during the lease term except as Guests unless otherwise agreed.

LIFE SAFETY SYSTEMS - No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, the Master Life Safety Systems, and/or to any other portion of the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element which may impair the Life Safety Systems, the Master Life Safety Systems, or access to the Life Safety Systems or Master Life Safety Systems, without first receiving the prior written approval of the Association. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No barrier including, but not limited to personality, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

LOBBY REGULATIONS - No bicycles, tricycles, skateboards, roller blades, roller skates, worker's materials, delivery carts (excepting Bell Carts), equipment, supplies, construction materials or equipment, machinery, or any type of wheeled vehicle (except wheelchairs) are permitted to access the Building through the Main Lobby. All entry or exit for these items is to be accomplished from the parking/garage level and/or delivery entrance. The Front Desk / Conci erge work area is to be accessed only by Building personnel. No service personnel of Unit Owners shall be permitted to loiter in the Main Lobby. No bare feet are permitted in the Main Lobby, amenity level or any other common components of the Condominium, excepting the Sunrise and Sunset pool deck. PROPER ATTIRE IS REQUIRED AT ALL TIMES. No wet clothing or attire is permitted at any time. CHILDREN ARE NOT PERMITTED TO PLAY IN THE MAIN LOBBY AND/OR AMENITY LEVEL AT ANY TIME.

LOSS OR DESTRUCTION OF PROPERTY, PERSONAL INJURY - Each Resident as a condition of ownership and each Tenant, Permitted User and/or Guest as a condition of invitation to 444 Brickell Two Condominium assume sole responsibility for his or her property. The Association shall not be responsible for any loss or damage to any private property used or stored on any portion of Common Elements, the Association Property, the Shared Facilities or any Limited Common Element. Any such personal property that has been left in or on the facilities for six (6) months or more without payment of storage thereon may be sold by the Association, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds if any, shall belong to the Association. No person shall remove from the premises any property or furniture belonging to the premises without proper written authorization. Every Resident shall be liable for any property damage and/or personal injury at 444 Brickell Two Condominium or at any activity or function operated, organized, arranged, or sponsored by Association, caused by the Resident or such Resident's family, Tenant Guest or Permitted User. The cost of such damage shall be charged to the responsible Resident. Any Resident, family Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Association, or who engages in any contest, game, function, competition or other such activity operated, organized, arranged or sponsored by the Association, either on or off the premises, shall do so at his or her own risk. The Resident, its family members and/or its or their Guests, Tenants and/or invitees shall hereby release, defend, indemnify and hold harmless to the Association, the Developer, and its and their subsidiaries, predecessors, and related entities and/or its or their partners, members, managers, heirs, administrators, successors, assigns, affiliates, officers, directors, shareholders, employees, agents, contractors, consultants or attorneys, Lessees, Guests and invitees and all other members of the Association (the "Parties"), from any and all claims for losses, damages, including without limitation, claims for property damage, bodily injury and/or death and expenses including attorney's fees, at both the trial and appellate level, arising out of or resulting from any act or omission, whether due to negligence or otherwise sustained or incurred by such person whether or not any of the Parties is alleged to have acted, or is found to have acted, in an actively or passively negligent manner. Should any person bring suit against Association, the Developer, and their respective employees, officers, directors, shareholders, employees, managers, agents, contractors, consultants or attorneys, Lessees, Guests and/or invitees and all Unit Owners in connection with any event operated, organized, arranged or sponsored by the Association, the Developer and their respective employees, officers, directors, shareholders, employees, managers, agents, contractors, consultants or attorneys, Lessees, Guests and/or invitees and all Unit Owners or on any other claim or matter in connection with ownership and fail to obtain judgment therein against such person, said party shall be liable for all costs and expenses incurred by it in the defense of such suit, including court costs and attorneys' fees, through all appellate proceedings. Validity, construction, interpretation, and enforceability of this provision shall be determined and governed by the laws of the State of Florida, without giving effect to choice of law or conflict of law provisions.

MAILING ADDRESSES / OCCUPANCY INFORMATION - Each Unit Owner, Tenant or Permitted User shall be responsible for filing with the Management Office, in writing, his or her mailing address and any changes thereto, where the Unit Owner, Tenant or Permitted User wishes all notices and invoices of the Association to be sent. Unit Owners, Guest, invitee, and Tenant/Lessee shall be deemed to have received mailings from the Association three (3) days after they have been mailed to the address on file with the Management Office. In the absence of an address on file at the Management Office, any mailing may, with the same effect described above, be addressed as the Residence Manager may think is most likely to cause its prompt delivery. The Management Office must be notified in writing of any changes of address. Failure to do so shall constitute a violation of these rules and a waiver of

the right to receive notices, bulletins, and any other communication. Each Unit Owner, Tenant and Permitted User shall ensure that the Residence Manager has at all times a current email address, as well as active cellular and home phone numbers. It is the responsibility of each Unit Owner, Tenant, and Permitted User to ensure that they are accessible at all times. Further, it is the responsibility of each Unit Owner, Tenant, or Permitted User to provide the required occupancy data to the Residence Manager and to keep the information current. Each Unit Owner, Tenant or Permitted User must provide the Residence Manager with: (i) the name, address, and telephone number of each Unit Owner (Tenant or Permitted User), and similar data on persons to be notified in an emergency; (ii) each Unit Owner's (Tenant or Permitted User) current motor vehicle license plate number(s); and (iii) all persons and their Unit numbers who may require assistance in case of an emergency evacuation of the Building. This list must be available to the fire department, the security personnel, and the Residence Manager at all times. All overnight Guests of each Unit Owner (Tenant or Permitted User) are in Residence while the Unit Owner (Tenant or Permitted User) is away must be registered with the Management Office using the pre-approved form for such purpose.

MEETING CONDUCT -

- Unit Owner Participation. The Board of Directors may adopt, modify, or change the rules governing Unit Owner participation in any open meetings of the Condominium Association.
- Roberts Rules of Order (latest edition) shall govern the conduct of the Condominium Association meetings when not in conflict with the Condominium Documents.
- Recording of the Meetings. If audio and video equipment and such devices have been authorized at any Board or Annual Meeting, equipment may not produce distracting sound or light emission.

MISCELLANEOUS -

- No garage sales or yard sales shall be allowed.
- Bulk disposal items (furniture, appliances etc.) must be stored in areas designated by the Association until picked up. The costs of bulk pickup will be reimbursed by Unit Owner, its family members and/or its or their Guests, Tenants and/or invitees to the Association.
- Any Unit Owner who is renting the Unit, shall provide in the Unit lease that Lessee is bound by all Rules and Regulations contained herein.
- Any Unit Owner, who is renting, shall provide in the lease that Lessee must carry general liability insurance coverage for not less than \$100,000.00 and also carry contents coverage (renters insurance) and provide proof of such insurance to the Unit Owner and the Association.
- No air conditioning window units shall be used or installed in any window or balcony, terrace, or lanai.
- FOB access devices are for the exclusive use of the Unit Owner for whom they are properly

registered and authorized for use by the Association. Unauthorized use is considered a violation of the Association's rules and regulations and may result in the devices being disabled as determined by the Association from time to time.

MITIGATION OF DAMPNESS AND HUMIDITY - No Unit Owner shall install, within his or her Unit, or upon the Common Elements, the Association Property, the Shared Facilities non-breathable wall-coverings or low-permeance paints. Additionally, all Unit Owners, whether or not occupying the Unit, shall regularly run the Unit's air conditioning system to maintain the Unit's temperature, whether or not occupied, at 78°F or less, to minimize humidity in the Unit. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that neither Developer, Developer's Affiliates, the Brand Owner nor any of Developer's third party consultants, including without limitation, Developer's architect, shall be responsible, and hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their Guests, Tenants and invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. While the foregoing are intended to minimize the potential development of mold, fungi, mildew and other mycotoxins, each Unit Owner understands and agrees that there is no method for completely eliminating the development of mold or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of mold or mycotoxins, and each Unit Owner 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. In furtherance of the rights of the Association, in the event that the Association reasonably believes that the provisions of Subsection 17.10 of the Declaration are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Unit Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Unit Owner to the Association, with all such costs to be deemed Charges hereunder). Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, holds the Developer, Developer's Affiliates, the Brand Owner, the Developer's third party consultants, including without limitation, Developer's architect, harmless and agrees to indemnify the Developer from and against any and all claims made by the Unit Owner and/or the Unit Owner's Guests, Tenants and invitees on account of any illness, allergic reactions, personal injury and death to such persons and to any pets of such persons, including all expenses and costs associated with such claims including, without limitation, inconvenience, relocation and moving expenses, lost time, lost earning power, hotel and other accommodation expenses for room and board, and all attorneys' fees and other legal and associated expenses through and including all appellate proceedings, with respect to all matters mentioned in Subsection 17.11 of the Declaration.

MOVING AND DELIVERIES - All Unit Owners and Lessees shall cooperate fully with the Board of Directors and/or management in effecting a coordinated move-in and move-out schedule, including one-week advance notice to management of the anticipated move. At the time of move-in, move-out or the delivery of furniture, fixtures, equipment, etc., all Unit Owners and Lessees may be required to

post damage (security) deposits in such amounts as may be determined by the Board of Directors. The amount of such security deposits shall be in addition to a reasonable, non-refundable, Move-In/Move-Out Fee. Moving in and out and delivery of heavy furniture shall take place only on weekdays, but not weekdays which are legal holidays, between the hours of 9:00 a.m. and 4:30 p.m.

NO IMPROPER USES - No improper, offensive, hazardous, or unlawful use shall be made of the Condominium, Common Elements, the Association Property, the Shared Facilities or any Limited Common Element or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction there over, relating to any portion of the Common Elements the Association Property, the Shared Facilities or any Limited Common Element, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium, Common Elements, the Association Property, the Shared Facilities or any Limited Common Element, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of the Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of the Declaration.

NOISE, REDECORATING AND REMODELING WORK - Share in the mutual courtesy of your neighbors by avoiding unnecessary noise. In order to ensure that the rights of all Residents are respected, the Association requests that you comply with the noise restrictions set forth in your Condominium Documents. Some of these are:

- No Unit Owners, Guest, invitee, and Tenant/Lessee shall make or permit any 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 rights, comforts or conveniences of other Unit Owners, Guest, invitee, and Tenant/Lessee.

- No Unit Owners, Guest, invitee, and Tenant/Lessee shall make disturbing noises in the Building

or allow sounds to emanate from his Unit, play or permit his family, servants, employees, agents, visitors, or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or on the Common Elements appurtenant to it) any musical instrument, audio equipment, television, radio, or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. All unnecessary noises such as the playing of pianos and other musical instruments and slamming doors between the hours of 10:30 p.m. and 8:00 a.m. should be avoided.

- No radio or television installation or other electric equipment shall be permitted in any Unit if it interferes with the television/cable, receiver, transmitter, or radio reception of another Unit.

- Unit Owners, Guest, invitee, and Tenant/Lessee shall conduct, nor permit to be conducted, vocal or instrumental instruction that disturbs other Residents or Permitted Users at any time.

- Carpentry, carpet-laying, picture hanging, or any trade (or do-it-yourself work) must be done

between the hours of 9:00 a.m. and 4:30 p.m. on Monday through Friday. No such work should be done on weekends or generally observed holidays. NUISANCES No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, the Shared Facilities nor

shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Association Property and/or the Shared Facilities by its Residents, occupants or members. No activity specifically permitted by this Declaration, including, without limitation, activities or businesses conducted from the Common Elements and/or Commercial Element, shall be deemed a nuisance, regardless of any noises, odors and/or other disturbances emanating therefrom (except, however, to the extent that such odors, noises and/or other disturbances exceed limits permitted by applicable law). Each Unit Owner, by acceptance of a deed or otherwise acquiring title to a Unit shall be deemed to understand and agree that if (without creating any obligation) restaurants, cafes, bakeries and/or other food and beverage service operations are operated from the Commercial Element, such operations may result in the creation of noises and odors which may affect all portions of the Condominium Property. Accordingly, each Owner agrees (1) that such noises, odors and/or other disturbances shall not be deemed a nuisance hereunder, (2) that neither the Developer, Developer's Affiliates, the Commercial Element Owner, nor any Tenants and/or operators from the Commercial Element shall be liable for the emanation of such noises, odors and/or any damages resulting therefrom, and (3) to have released Developer, Developer's Affiliates, the Commercial Element Owner, and any Tenant and/or operator from the Commercial Element from any and all liability resulting from same. Similarly, inasmuch as the Commercial Element may attract customers, patrons and/or Guests who are not members of the Association, such additional traffic over and upon the Common Elements shall not be deemed a nuisance hereunder. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

OBSTRUCTIONS - The entranceways, sidewalks, parking spots and similar portions of The Properties must be kept open and shall not be obstructed, littered, defaced, or misused in any manner and shall be used only for ingress and egress to and from the Condominium Property. No carts, carriages, chairs, tables, refuse or other objects shall be stored in these areas. Rugs, mats, or other property which has not been approved in writing in advance by the Board of Directors must not be placed outside of doors, in corridors or on walkways.

OCCUPANCY RESTRICTIONS - Each Residential Unit shall be used as a Residence and/or home office only, except as otherwise herein expressly provided, all in accordance with, and only to the extent permitted by, applicable City, County, State and Federal codes, ordinances and regulations and the approvals and permits issued for the development of the Condominium. Home office use of a Unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property. The provisions of Subsection 17.1 shall not be applicable to Units used by the Developer, which it has the authority to do without Unit Owner consent or approval, and without payment of consideration, for model apartments, Guest suites, sales, re-sales and/or leasing offices and/or for the provision of management, construction, development, maintenance, repair and/or financial services. The Commercial Element may be used for any lawful purpose, and nothing in this Declaration shall preclude multiple uses from being made from the Commercial Element. No Residential Unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including Guests, occupy a Unit overnight than the number of bedrooms times two, plus two.

ODORS - No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Unit Owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

OPEN HOUSE - No person shall be permitted to have an "open house," a "broker's open" or host any other event intended to attract multiple prospects at a single time, in connection with any attempt to sell or lease a Unit.

PARKING AND VEHICULAR RESTRICTIONS - The Association is empowered to establish parking regulations in all of the parking areas of the Condominium and/or the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element and may make provision for the involuntary removal of any violating vehicle. The Association may suspend the Unit Owner's right to use designated parking space(s) during any period when assessments or other sums payable to the Association from that Unit Owner are delinquent. Parking in or on the Condominium and/or the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element shall be restricted to the parking areas therein designated for such purpose. Except only as may be expressly permitted by the Association, no person shall park, store or keep on any portion of the Condominium and/or the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element any large commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck), nor may any person keep any other vehicle on the Condominium and/or the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element which is deemed to be a nuisance by the Association. No trailer, camper, motor home or recreation vehicle shall be used as a Residence, either temporarily or permanently, or parked on the Condominium and/or the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element. Except only as may be expressly permitted by the Association, no person shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Condominium and/or the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted by the Association. Improper or non-conforming vehicles may be towed by the Association at the Unit Owner's expense and liability, subject to applicable provisions of law. Delivery or repair vehicles must park in visitor or Guest spaces only and may not remain longer than two (2) hours. Motorcycles must provide reinforcement materials under the kickstand to avoid making holes in the garage floor. No loud or modified muffler vehicles shall be allowed. Bicycles, mopeds, tricycles, scooters (motorized or not) shall not be parked in front or sides of the Building and may not be stored on any patio, balcony, lanai, or terrace. No vehicle washing, repair or maintenance shall be allowed. No vehicle shall be parked on any lawn or grassed area, sidewalks, curbs, landscaped area, traffic lanes, any area not striped and marked for parking, or in any manner that will obstruct traffic. No parking space or driveway may be blocked. Any vehicle with lettering or graphics will be considered as commercial vehicle and prohibited from parking. Parking in handicapped spaces will be allowed only by permit. No vehicle shall be allowed to drip oil or other hydro-carbons onto the driveways or parking areas. No skateboards, motorized vehicles or bicycles shall be allowed on any walking path or sidewalk. Only one vehicle shall be allowed per parking space. There shall be no self-parking in the mechanical lift spaces. For the safety and security of the Condominium, any Resident expecting a minibus or bus onto Condominium Property, must first have prior clearance by the Association in order to be allowed entry. In order to obtain authorization, Residents are required to provide a written list of all Guests on the minibus and/or bus, and the occupants must be prepared to show photo identification of each person for verification purposes, if requested to do so. The Developer and Declarant's management shall be exempt from these rules during construction and maintenance.

PARKING RULES - Valet Parking for Owners and Guests will be provided 24 hours a day. No parking allowed in front of a fire hydrant, or anywhere that blocks a sidewalk, an emergency vehicle's access, or another driver's view. No parking is allowed in a handicap space without a permit. All self-parked vehicles shall utilize their assigned parking space(s). Assigned parking spaces are deemed Limited Common Elements of the Unit(s) to which it is assigned. A Unit Owner may assign, convey, or otherwise transfer the parking space to another Unit by written instrument delivered and to be held by the Association. All others must Valet park subject to availability. In the absence of an express grant of a right to self-park, any assignment of parking space shall be restricted to Valet parking only. The Association reserves the right to tow vehicles parked in unassigned spaces. Unless otherwise determined by the Association acting through its Board, the Car Lifts shall at all times be operated by Valet only and no self-parking shall be permitted in any parking space containing a Car Lift. Any assigned Tandem Space shall similarly be for parking by Valet only and no self-parking shall be permitted in any Tandem Spaces, unless otherwise expressly provided in the instrument of assignment. All vehicles parked on the premises must be registered with the Association, display a valid license plate and parking decal, and be in an operable condition. Vehicles with expired tags and/or in an inoperable condition, including flat tires, may be towed from the property at the Unit Owner's expense without notice. The speed limited on the Property should not exceed five (5) miles per hour. No repair of vehicles shall be made on the Condominium Property, with the exception of emergency repairs. 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. Contractors and workers are strictly prohibited from using Valet and parking garage and must park their vehicles off property. Excessive noise including not limited to loud music, slamming of doors, revving of engines, and the use of horns (excluding emergency usage) is prohibited on the Condominium Property, including the garage. If a vehicle is equipped with an alarm, which rings in excess of thirty (30) minutes without correction, said vehicle should be towed from the property at the Unit Owner's expense. Damage inflicted to the Property by any vehicle shall be the responsibility of the Unit 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. Guests may not maintain their vehicles parked at the Association in excess of forty-eight (48) consecutive hours without prior approval and registration with the Association. Motorcycles and scooters cannot be parked by Valet and must park in designated parking areas, subject to availability. Unit Owners and Residents may not maintain more than one (1) sport utility vehicle or truck parked at any particular time in the Condominium. Oversized vehicles are prohibited. UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION OR MANAGEMENT BE HELD RESPONSIBLE FOR DAMAGE TO OR THEFT OF ANY VEHICLE PARKED ON CONDOMINIUM PROPERTY. EACH UNIT OWNER ACKNOWLEDGES AND AGREES THAT A PORTION OF THE PARKING FACILITIES MAY BE LOCATED BELOW THE FEDERAL FLOOD PLAIN, AND, ACCORDINGLY, IN THE EVENT OF FLOODING, ANY AUTOMOBILES AND/OR PERSONAL PROPERTY STORED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE PREMIUMS, BOTH FOR THE ASSOCIATION IN INSURING THE PARKING FACILITIES, AND FOR OWNERS, MAY BE HIGHER THAN IF THE PARKING STRUCTURE WAS ABOVE THE FEDERAL FLOOD PLAIN. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A UNIT, OR ACCEPTING THE ASSIGNMENT OF A PARKING SPACE AND/OR Valet PARKING RIGHT AND/OR GARAGE, EACH OWNER, FOR SUCH OWNER AND THE OWNER'S TENANTS, GUESTS, AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM.

PERSONAL SERVICES - No person shall request special personal services from employees of the Association who are on duty or for the personal use of the property's furnishings or equipment, which are not ordinarily available for use by such person. Please note that employees of Association may not have or hold any employment or contractual relationship that would create a continuing or recurring conflict between the employee's duties or that would impede the full and faithful discharge of the employee's duties.

PLUMBING - No plumbing and plumbing fixtures shall be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags, or other foreign substances shall be thrown into them. The cost of any damage resulting from misuse shall be borne by the Unit Owner causing the damage. Cooking grease and oils may not be disposed of in the sink drain, garbage disposal or commode; separate container must be used for disposal of such materials. All drains were inspected during the pre-closing Unit walk-through for proper water-flow therefore stoppages will not be covered under any warranties. No architectural or engineered modifications may be made to the units plumbing infrastructure and fixtures without prior written consent of the Board of Directors.

POLITICAL / RELIGIOUS FUNCTION - Viceroy Brickell may not be used for functions which are related to past, present, or future fundraising efforts for the benefit of a political cause, except as specifically permitted by the Association. Viceroy Brickell facilities shall not be used in connection with organized religious services unless otherwise determined by the Association from time to time.

REAL ESTATE SIGNS - The installation of "For Sale" or "For Rent" signs within any portion of Common Elements, the Association Property, the Shared Facilities or any Limited Common Element shall be in strict compliance with guidelines adopted by Association from time to time.

RECREATIONAL EQUIPMENT No wheeled recreational equipment, including, but not limited to, bicycles, scooters, skateboards, roller blades or wagons may be used in any elevator, lobby, hallway or within any portion of Common Elements, the Association Property, the Shared Facilities or any Limited Common Element. The moving of such items shall be through the Valet or service elevator only.

RESALE OF UNITS -

- No signage for sale by Unit Owner or a realtor will be permitted in or on a Unit, nor on Limited

Common Elements or Common Elements, nor in the right-of-way adjacent to the Condominium Property or Common Elements.

- The Owner may register the Unit for sale or lease with the Association which will maintain a list of all Units for sale or lease within the Condominium and the name of a contact person.

- No access to the Condominium Property will be given to potential buyers or Tenants unless the Owner, lessors, and agents for same have made separate arrangements with the Association for access.

- Potential buyers or Tenants must be escorted personally by the Owner, Lessor or their agents when showing the Unit or Common Elements.

RESIDENT RESPONSIBILITY TO MAINTAIN - As a new Unit Owner, your Ownership includes the air space between the walls of your unit. Your share of the costs is associated with the proper level of staffing as well as continued maintenance of all common areas. The obligation to maintain and repair any drywall or gypsum board within or surrounding a Unit, any air conditioning and heating equipment, plumbing or electrical feeds, appliances, fixtures, sliding glass doors (including all tracks and hardware), screens (whether on windows or doors), screened enclosures and screen doors serving the Unit, or other items of property which service a particular Unit or Units (to the exclusion of other Units), including, without limitation, any exterior storm shutters protecting doors or windows for a particular Unit, shall be the responsibility of the applicable Unit Owners, individually, and not the Association without regard to whether such items are included within the boundaries of the Units. Additionally, all work performed on any portion of the Condominium Property shall be in compliance with all applicable governmental building and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by plumbers or electricians duly licensed and qualified to perform such services in the State of Florida and, if applicable, in the County. This includes maintaining the Residence in a clean, sanitary condition and in good repair; using kitchen appliances and other equipment, such as heating, air conditioning, plumbing, and electricity, in a safe and careful manner; keeping the Residence free of materials that can cause a fire or safety hazard and disposing of trash on a timely basis. All appliances come with instruction books and other pertinent papers. Read all instructions thoroughly prior to operating any of them. This will allow maximum efficiency.

- Air Conditioning

As a Unit Owner, you own the air conditioning system in your Unit, and you have the responsibility of maintaining it. As you read throughout this guide, the specific items that you need to maintain will be clearly described for you. You may decide to perform this service work yourself or contract an air conditioning company to perform it. Your air conditioner is located in a dedicated closet in your Unit. This closet allows room air to enter so it can be drawn into the air conditioner when the fan is running. Your air conditioning unit is designed to operate quietly. If your air conditioner is noisy do not attempt to block the noise by covering the door louvers. The noise is an indication that some part of your air conditioner may be malfunctioning. If your air conditioner is noisy, call your air conditioning service company immediately and they will investigate the cause of the noise for you. The air conditioner is mounted on a platform in your closet about two (2) feet off the floor. This is because the air enters the unit from the bottom. Because the closet is used to transfer air from your room to the air conditioner, it is called an air plenum. The Florida Building Code does not allow a plenum to be used as a storage space for any kind of combustible material. We recommend you abide by this code provision and keep all floor space in your air conditioner closet free of all materials. This also ensures that air can pass freely into your air conditioner. For a healthy indoor environment, NEVER store cleaning fluids, powdery materials, wet rags or sponges, food wastes, potted plants, or open containers with liquids that can evaporate in the air conditioner closet. The fan in your air conditioner could possibly draw in gaseous and particulate contaminants and disperse them throughout your Condominium Unit.

MAINTAINING YOUR AIR CONDITIONER - Your air conditioner is equipped with a filter that removes dust, lint, and small particulate matter from the air as it is drawn into the unit by the action of the fan. A filter should always be kept in the air conditioner to prevent the cooling coil from becoming clogged with dust and dirt. Mold will readily grow on a wet coil. Mold growth and its prevention are discussed in this manual. Replacing the filter on a regular basis keeps the air in your

condominium clean and is an important task in maintaining proper indoor air quality. The filter is removed by simply sliding it out from the tracks in the bottom of the unit. This should be done with the fan off. This will prevent any dust or dirt that may be jarred loose from entering the unit. When you remove the filter to change or check it, be sure to handle it gently to avoid disturbing the buildup of dirt and dust on its surface. You do not want to accidentally release this material back into the air in your condominium. How often you replace the filter depends on the amount of material that is collected on it. You can check this by removing the filter and holding it up so light shines through it. As it becomes clogged less light will pass through. At a minimum, the filter should be changed every month. Beyond changing the filter, another maintenance task you should do is a visual inspection of your air conditioner. Open the closet door and look around. Do you see any water on the floor or dripping from the unit? This usually indicates a clogged drainpipe where it connects to the drain pan. This can sometimes occur when enough debris gets into the drain pan that blocks the outlet fitting and stops the water from leaving the pan. The pan can overflow and spill water out of the unit onto the floor. Please contact management if you would like to set up filter changes with the Engineering Department. In the event you choose to operate your air conditioning units during your modification/alterations and additions, air filters should be changed regularly. Accumulation of debris and dust can damage the air-conditioning coils, which may void the equipment warranty. To assist you in obtaining maximum comfort, we offer the following suggestions:

- When properly set, your thermostat will maintain an even temperature in your home.
- Recommended

settings are seventy degrees Fahrenheit (70°F) to seventy-two degrees Fahrenheit (72°F) for heat and seventy-four degrees Fahrenheit (74°F) to seventy-eight degrees Fahrenheit (78°F) for air conditioning. Note: as required by the Prospectus for 444 Brickell Two Condominium, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at seventy-eight degrees Fahrenheit (78°F) or less, to minimize humidity in the Unit.

- The filters in your heating/cooling system help to keep the air in your Residence clean. For that reason, and for the efficiency of your system, it is important to replace the filters every month. However, during the time you are decorating, or performing any work in your Unit, the filters should be changed more frequently.

- Each Residence has been designed to provide proper ventilation and is insulated from the outside environment. Open doors, as well as clogged air filters, are usually the causes of inadequate system operation. It will increase your energy costs, as well as causing backed up condensation lines, which may cause a flood into your Unit. By keeping your doors closed during the high or low outside temperature periods, you will find your home more comfortable and economical to cool.

- Have your heating/cooling system inspected periodically by a professional. Your system manual will suggest the frequency of this inspection.

- If you are installing hard wood surface flooring, it is recommended that you have your air conditioning unit evaporator coils and ductwork cleaned recurrently and a comprehensive clean up after completion of the floor work due to excessive dust (no cutting of any material is permitted outside of your Unit, including on the balconies, terraces, roof decks, patios and/or lanais). NOTE:

The EPA's (United States Environmental Protection Agency) recommended average relative humidity level in your home is between 35% and 45%. This range will provide the best comfort for your family, while helping to protect your drywall, ligneous furniture and other belongings or materials from the damaging effects of dryness or excessive moisture. You can learn more about relative humidity at <http://www.epa.gov> or by researching desiccant dehumidifiers – safe, non-toxic and a natural defense against moisture, mildew, and musty odors.

- Bathroom and Dryer Exhaust

Your condominium has a single speed bathroom exhaust fan that is recessed in the ceiling of the bathroom. The exhaust duct terminates in an exhaust outlet on the outside of your Condominium Unit. To control humidity in your condominium, be sure to operate the bathroom exhaust fan while showering and let it continue to run for at least ten (10) minutes afterwards to remove any moisture that is still evaporating. Otherwise, the fan should remain off as much as possible. Vacuum the exhaust grille every three (3) months to remove dust accumulation. At least once a year remove the grille by pulling it down and vacuuming the fan blades or call a service company to perform the task for you. Your clothes dryer lint screen has an internal fan exhaust which allows moist warm air through the dryer vent duct and out through the exhaust outlet. Visually inspect the dryer vent duct at least annually to see that it is properly connected. Check for crimped or bent areas. Check the exhaust outlet outside with your hand. If you do not feel a steady stream of air, the vent duct may be blocked internally and may need to be disconnected and cleaned to restore full air flow. You may wish to call a service company to help with this condition. A blocked or damaged dryer vent may allow the exhaust air to enter your Condominium Unit and result in elevated levels of humidity.

- Bathtubs, Sinks and Showers

Since bathtubs, sinks and shower stalls come in a variety of materials, it is important to understand which cleaning compounds work best for your fixtures. Vitreous china or porcelain enamel is common, as are stainless steel and acrylic fiberglass. Other materials include porcelain and quartz for vanity tops, marble floors and shower stalls. Vitreous china and porcelain enamel are glossy, mirror-smooth, and hard surface. However, these surfaces are destructible. Carelessness can cause chipping, stains, and scratching. Shiny new fixtures can also become dull or stained due to improper or excessive use of strong abrasive cleaners. Food waste left standing in a sink can cause stains. Dispose of food waste promptly. Rust stains usually occur when wet metal utensils are left to sit on surfaces for long periods and can usually be cleaned with an abrasive pad. Using rust removers (only on acid-resisting fixtures) will help preserve the finish. Most modern kitchen sinks, vitreous china fixtures and colored fixtures are acid-resistant. However, do not use rust remover on chrome-plated fittings, as they are not acid-resistant. Stainless steel fixtures, usually rust resistant, need thorough scrubbing only occasionally. Use a nonabrasive cleanser or commercial stainless-steel cleanser. Other substances, including plastic will usually respond to a non-abrasive cleaner. However, you should check with your plumbing contractor for specific recommendations for the material in question. Your shower doors are made of tempered glass. To clean glass enclosures, use an ordinary dishwashing detergent (not soap). If hard water minerals have been deposited you may use a small amount of commercial glass cleaner containing ammonia, mixed with a quart of warm water. **WARNING:** Be sure to read caution labels carefully before using any cleansing substances. Also provide yourself with adequate ventilation and skin protection.

- Cabinets

Kitchen and bathroom cabinets will stay in fine shape if not cleaned with harsh abrasives. Granite counter tops generally resist stains and heat damage using proper care. Protect them from hot pots and pans, baking dishes, and irons. Two hundred- and seventy-four-degrees Fahrenheit (274°F) is the maximum safe temperature for counter tops. Never use knives to cut directly on counter tops as they may scratch or nick the surface. Cabinet doors have adjustable hinges and can be realigned with a screwdriver. For safety, keep cabinet drawers and doors closed when not in use.

- Circuit Breakers

Circuit breakers protect electrical wiring in each Unit. They function as the safety switch in each living Residence. Simply switching the breakers to Full OFF and then back to Full ON can reset circuit breakers. If the circuit breaker should trip again, this indicates electrical problems in the line. DO NOT ATTEMPT TO RESET AGAIN. Notify the Management Office and arrange a service call with your electrician.

1. Each Unit has a master breaker, located in the electrical service panel box. If you lose

electricity in your Unit, perhaps the master circuit breaker has tripped. You should: (a) Check the switch or circuit breakers. (b) Circuit breakers should be in an ON position. (c) Light bulbs may have burned out. Replace all blown bulbs with the same wattage originally installed.

2. If your electrical power fails, call the Management Office. If a total power failure occurs in

the Building or the neighborhood, the emergency power generator automatically begins to generate power; however, this is limited to provide electricity only to the Common Areas, elevators, lobbies, stairwells and exit lights.

- Countertops and Bathroom Vanities

Protecting porcelain and quartz against etching and staining takes effort. For best results when caring for these materials, consider:

- Sealing your countertops falls into the preventative side of protecting the quartz's long-

term aesthetic. Because of quartz's porous nature, the quartz must be sealed to help protect the quartz from undesired blemishes or etchings. A sealant can prevent spills and stains from digging deep into the quartz and gives you more opportunity to clean up any spill. Sealing your quartz helps repel staining agents but does not make quartz stain proof. When water no longer beads, it is time to reseal.

- Vinegar, citrus, and tomato will etch quartz. Do not let them sit on these materials. Take

preventative measures to avoid spills: Put glasses on coasters, and coasters on table settings or napkins. Most drinks we consume are acidic in nature, juice, soda, and alcohol; all of these can harm quartz or cause it to etch. When spills occur, wipe them up immediately. Even with a proper sealant, quartz is extremely sensitive to acidic products and will absorb them rapidly. To avoid etching, clean any type of spill, oil, or liquid, as soon as possible. The longer you wait, the deeper the solution can sink in.

- Do not use the wrong type of cleaner: Because of quartz's reaction to acidic compounds,

use mild or neutral pH detergent or quartz soap when cleaning the countertops. The vast majority of common household, name-brand cleaners are too harsh on quartz and will damage it eventually. Avoid using abrasive cleaners such as alkaline cleaners, acidic cleaners (lemon juice, vinegar), ammonia or bleach. Consistent use of cleaning solutions will dull the quartz's luster, so it is wise to use hot water when cleaning regularly and be sure to buff dry with a soft cotton cloth or chamois.

- Work on cutting boards. They protect quartz from scratching and marring and prevent any

acidic juices from the food that could lead to etching. Place silverware and other kitchen items on placemats to also avoid scraping. Heat absorbing pads or trivets are recommended for hot dishes. Placing them directly on the countertop could damage the quartz. Treat your countertops as you would other surfaces: Quartz is not durable. It is soft so you should never use it as a workbench, tools can scratch or gouge the quartz, and pressure can cause it to break. Do not stand or sit on quartz countertops, they are not flexible and generally do not have plywood backing beneath. As a result, too much pressure or weight can lead to cracks.

- Dishwashers

Do not overload your dishwasher. In addition, check the inside compartment for excess food debris. This ensures smooth, uninterrupted operation of your dishwasher. Only use the appropriate dish washing liquid or powder in your dishwasher. The use of regular dish soap can damage your machine. Dishwashers should not be left unattended while operating, due to possible flooding.

- Drains

Never pour grease into a drain, sink or toilet as this will cause clogging and backups into your Unit. Ensure that no workers/contractors never pour thin set or other material that can harden and block the Units drains. If overflow occurs, attempt to use a plunger to release the blockage. If the blockage continues, turn off the water supply and call your plumber.

- Electrical Receptacles

A panel of circuit breaking switches protects the electric circuits in your Residence. If you overload a circuit by plugging in too many appliances, or over-powered appliances, the circuit breaker will trip. Before you attempt to reset the breaker(s) at the panel box, disconnect all cords and appliances to check for defects. Remedy defects at once by calling a professional electrician. If the cords are in order, reset the circuit breaker switches. Each switch controls a single circuit. You will see at a glance which circuit is affected, as the switch should be in the "off" position. This will reset the switch and nothing more may be necessary. Your baths, balconies, terraces, roof decks, patios and/or lanais and some kitchen outlets are protected by a GFI breaker (ground fault interrupter). This breaker protects you from minor shock caused by operating an electrical appliance when moisture or water exists. If any of these GFI outlets do not operate, please reset your GFI breakers. Your GFI breakers are the breakers that have a red or white button. When you press these buttons, the breaker will switch off. Simply reset by turning it off and on again. Caution: At no time should anyone other than a licensed electrician removes the electrical breaker box cover. This applies to any electrical protection cover.

- Faucets

Clean your faucets' aerators every three (3) to four (4) months. Aerators are commonly found in kitchen and bathroom sink faucets. To clean the aerator, (make sure drain is closed first) simply

unscrew it from the mouth of the faucet, rinse it out, replace the washers and screens in their original order, and screw the aerator back on the faucet. Defective washers usually cause leaky faucets. For repair of a leaky faucet, please call your plumber so that the cause of the leakage can be ascertained.

- Floors

Surface tiles and ceramic floors should be dust-mopped often to maintain their gloss. Wash with a clean cloth or soft mop and warm water. Wipe dry with a soft dry cloth to prevent streaking. Never use abrasive cleaners or acids to clean your floors.

- Glass Cleaning and Maintenance Recommendations All of the curtainwall system glass products require routine, periodic cleaning to prevent the buildup of potentially harmful mineral deposits and airborne contaminants. For routine cleaning, use conventional window washing solution or mild soap and water. Uniformly spray or apply the cleaning solution with a soft grit free cloth sponge or pad and rinse thoroughly. The glass surface should then be wiped dry with a clean grit free cloth or squeegeed dry. Care should be taken to ensure that metal does not meet the glass surface and that no abrasive particles are trapped between the glass and cleansing materials. Since razor blades, putty knives and metal parts of glazing tools can scratch the surface, extreme care should be taken with their use. Please refer to the general cleaning information provided with your Warranty Manuals for specific cleaning instructions.

- High Speed Internet Access

For repair or assistance contact Hotwire Communications at (800) 355-5668 or (561) 509-5429.

- Oven/Microwave

Consult your appliance manuals included in your Homeowner's Warranty Package for instructions.

- Plumbing

With proper care, the plumbing in your Residence should give you years of trouble-free service. Attend to problems that do arise immediately to prevent expensive complications such as water damage. Avoid placing any foreign objects in drains.

- Residential Appliances

Each Residence at Viceroy Brickell is appointed with a curated selection of appliances chosen for performance, longevity, and ease of use. For operating guidance, please refer to the individual owner's manuals provided. Warranty Registration is recommended and may be required to ensure timely service. Appliance specifications, models, and service providers are subject to change. Owners should refer to the manufacturer's documentation for the most current information. Appliance Matrix & Warranty Reference Bosch & Fisher & Paykel Cabinetry-paneled refrigerators and freezers, electric built-in cooktops, speed ovens, and dishwashers Installed in: All Residences (varies by floor plan) Phone Support: (917) 421-7209 Product Registration: <https://www.bosch-home.com/us/en> Laundry Appliances Blomberg Washer WM772200W and Dryer DV17600W Installed in Unit Types: 4, 5, 05 PH, 6, 06 PH, 7, 07L, 07 PH, 8, 08L, 08 PH, 9, 09L, 10, 10L, 11, 11L, 12, 12L, 13, 13L, 13 PH, 14, 14L, 15 Phone Support: (800) 459-9848 Product Registration: <https://www.blombergappliances.com/pages/product-registration> General Electric Washer/Dryer Package — Model GUV27ESSMWW Installed in Unit Types: 1, 2, 02 PH, 3, PH 01, UPH 01, PH 03, UPH 03, PH 10, UPH 10, PH 11, UPH 11, PH 14, UPH 14 Phone Support: (800) 432-2737 Product Registration:

<https://products.geappliances.com/appliance/gea-support-search-content?contentId=16851>
Ventilation Range Hoods Broan — 24" Custom Range Hoods Installed in Unit Types: 4, 5, 05 PH, 07L, 8, 08L, 08 PH, 9, 09L, 10, 10L, 11, 11L, 12, 12L, 13, 13L, 13 PH, 14, 14L, 15 Service Center: (800) 558-1771 Product Registration: <https://broan-nutone.com/en-us/home/customer-service/product-registration/register-your-product> Bosch — 30" Custom Range Hoods Installed in Unit Types: 1, 2, 02 PH, 3, 6, 06 PH, 7, 07 PH, PH 01, UPH 01, PH 03, UPH 03, PH 10, UPH 10, UPH 11, PH 14, UPH 14 Service Center: (917) 421-7209 Product Registration: www.bosch-home.com/us/mybosch Service Requests To ensure discreet and efficient service, please be prepared to provide the following when contacting a manufacturer or authorized service provider:

- A brief description of the concern, including any fault or error codes displayed
- Owner's name
- Appliance type and model number
- Serial number (located on the appliance data label, typically inside the door or along the interior frame)
- Complete Residence address
- Date of occupancy

Warranty coverage typically commences from the date of occupancy. Owners may also contact the Management Office or Concierge for assistance coordinating service on their behalf.

- Sliding Glass Doors

Unlike the sliding glass doors with which you may be familiar from single family Residences or low-rise apartment buildings, high-rise sliding glass doors have an extremely high doorsill track. It is there to keep rainwater out of your Unit. All sliding glass doors carry the characteristic of water accumulation in the floor track, which enters under the door. Stated differently, sliding glass doors built to recognized industry standards and to local codes will hold water between the panels and the interior leg of the sill track during rainstorms. The height of the water varies with air or wind pressure. Thus, the difference in height of the sill tracks for low-rise versus high-rise construction is wind pressures at altitude exceed those at ground level. Water leakage through a sliding glass door can be defined as water not contained in the sill track, which enters the room of the track by overflowing, leaking, or blowing into the room, wetting floors, walls and/or furnishing. Note that a drape, which hangs into the sill track, as opposed to hanging behind it, on the room side, is subject to wetting, not because the door leaks, but because the drape is in the wrong place. In summary, a build-up of rainwater in the still track is to be expected. When the rain stops, the water will be drained harmlessly to the exterior. Placing towels or other absorbent materials in the still tracks will retain moisture inside and interfere with proper drainage and is not recommended. Remember that all moving parts are subject to abrasion and will eventually wear out due to the Building's close proximity to salt water, it is recommended that the following procedure be applied every four (4) months:

1. Thoroughly vacuum clean all debris from the windowsill track full length, both inside and out.
2. Clean the glass and aluminum surfaces with a solution of water and a mild liquid dishwashing

detergent applied with a soft sponge or terry cloth towel. Look for and remove any slat deposits or films, especially in the sill track. Avoid abrasives detergents, cleaners, and applications.

3. Apply silicone spray lubricant to the moving parts of locks and the sill track.
4. Inspect both pile and elastomeric weather-stripping for signs of excessive wear.
5. Lock/unlock each door. The action should be smooth and positive. Check for loose handle screws and keeper screws.
6. Roll the doors fully through their travel distance. The casters should glide smoothly with no clicking noises or bumps.
7. When fully closing the sliding panels, the vertical stiles should snugly mate with interlocks, meeting stiles and frame jambs. Slight resistance over the last one-quarter (1/4) inch to three-eighth (3/8) inch of movement indicates a good fit with weather stripping.

- Smoke Detectors

The batteries in the smoke detectors need to be changed annually or when there is a chirping sound emanating from the system.

- Stainless Steel Finishes

To clean stainless steel, you must use a stainless steel cleaner available from a local retailer or refer to your Use and Care Manual for more information. Abrasive cleaners should never be used.

- Toilets

To avoid plumbing difficulties, never flush hair, lint, diapers, trash, sanitary napkins, tampons, or the like, down the toilet. Avoid use of in-tank cleaners as products containing chlorine can seriously damage fittings in the tank. If a toilet should become clogged, use a plunger. If overflow occurs shut off commode water valve and call your plumber. If the water chamber (tank) appears to leak, first check to make sure that more condensation has not formed on the outside of the tank, causing what appeared to be a leak. If the problem persists, call the Management Office. Be sure that toilets are not left running. This impacts the water expense as the meter continues to register usage. If an overflow occurs, shut off the water valve located behind the toilet and call your plumber. If you are installing tile or marble in the bathrooms, you should hire a licensed plumber to re-set your bathroom fixtures on the new flooring. Remember, a licensed plumber is required for all plumbing work.

- Washers and Dryers

Washing machines should not be left unattended while operating, due to possible flooding. Turn off faucets to washer when Residence is not in use for a long period of time. It is also suggested that you use a low sudsing detergent when washing. • Windows The washing and/or cleaning of a Unit Owner's balcony window and balcony railings including glass on the outside are the sole responsibility of the Unit Owner. The Association contractor shall wash the exteriors of all other windows recurrently throughout the year. Preventative maintenance of the sliding glass doors and balcony railings, including glass, shall be the responsibility of the Unit Owner. RECOMMENDATIONS

FOR UNOCCUPIED RESIDENCES - In unoccupied Units, the sliding glass doors and operable windows should be kept closed. Drapes or blinds, if present, should also be kept closed. This will help to minimize the solar heat gain in space and keep the air conditioning load low to save energy. Additionally, the bathroom and dryer exhaust fans should be off, as well as all the lights. Closet doors should be kept open to prevent accumulation of humidity in these spaces. Thermostat should be set to "cool" at a temperature of seventy-five degrees Fahrenheit (75°F) to seventy-eight degrees Fahrenheit (78°F), with the fan set to "auto" position. Turning Thermostat off will allow the relative humidity to rise unchecked, which should be avoided. If your Unit will be unoccupied for more than a few days shut off the water supply valve under all sinks (both hot and cold): behind all toilets to the dishwasher, and the cold-water supply valve to the water heater after turning the circuit breaker to the water heater to the OFF position. This precaution will prevent extensive water damage in the event a fitting on one of the fixtures should break while you are away. Arrange to have someone check your Unit periodically while you are away. RESPONSIBILITY FOR DELIVERIES Unit Owners shall be liable for all damage to the Building caused by receiving deliveries or moving or removing furniture or other articles to or from the Building. The Association shall have the right to charge any Unit Owner, prior to any interior construction to a Unit, or any delivery or removal of furnishings or bulk trash to or from that Owner's Unit, a refundable deposit, in the amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used, by the Association for any damage caused to the Common Elements of the Condominium or for payment or reimbursement of any bulk trash hauling or other associated expense. The Association shall refund the deposit within ten (10) days after the completion of construction of the interior of the Unit or after delivery or removal of any furnishings and/or bulk trash.

RULES AND REGULATIONS ENFORCEMENT - Rules and Regulations will be enforced as follows:

- VIOLATIONS SHOULD BE REPORTED TO THE RESIDENCE MANAGER OF THE ASSOCIATION, IN WRITING, AND NOT TO THE BOARD OF DIRECTORS OR TO THE OFFICERS OF THE ASSOCIATION.
- VIOLATIONS WILL BE CALLED TO THE ATTENTION OF THE VIOLATING UNIT OWNER BY THE RESIDENCE MANAGER. THE RESIDENCE MANAGER WILL ALSO NOTIFY THE APPROPRIATE COMMITTEE OF THE BOARD OF DIRECTORS.
- DISAGREEMENTS CONCERNING VIOLATIONS WILL BE PRESENTED TO, AND BE JUDGED BY, THE BOARD OF DIRECTORS, WHICH WILL TAKE APPROPRIATE ACTION.
- UNIT OWNERS ARE RESPONSIBLE FOR COMPLIANCE BY THEIR FAMILY UNIT OWNERS, GUESTS, INVITEES, EMPLOYEES AND LESSEES WITH THESE RULES AND REGULATIONS.

RULES GOVERNING CONDUCT AND ACTIVITIES - Unit Owners and their Guests shall abide by all rules and regulations of the Common Elements, the Association Property and/or the Shared Facilities designated as the 14th level resort amenities deck, featuring a heated swimming pool, outdoor spa, poolside cabanas, summer kitchen, outdoor covered dining area, and bocce ball court. Full-service pool cafe and outdoor lounging areas. World-class fitness and wellness center with saunas, custom treatment rooms, and cardio theater. Screening room with innovative audio-visual quality equipment, Multi-sport simulator studio featuring golf, soccer, basketball, and F1 racing, Club Room, Billiard Room, private dining, wine cellar, and tasting room. Business center including conference

room and private work spaces collectively the facilities (the "Facilities") as they may be amended from time to time.

- The Amenities shall be open on the days and during the hours as may be established by the

Association. Areas of the Facilities may also be closed from time to time for scheduled maintenance and repairs. Use of the Facilities may be restricted or reserved from time to time.

- Performance by entertainers within the Facilities will be permitted only with the permission of the Association.

- Activities for groups will be permitted only with the permission of the Association.

- Alcoholic beverages will not be served or sold, nor permitted to be consumed at the Facilities

without the permission of the Association and/or will not be sold or served any person not permitted to purchase the same under the laws of the State of Florida, and any and all ordinances or regulations as established by Miami-Dade County, Florida.

- Outside catering is not permitted, unless otherwise permitted by the Association.

- Commercial advertisements shall not be posted or circulated in the Facilities nor shall solicitations of any kind be made on the Common Elements, the Association Property and/or the Shared Facilities or upon the Association's stationery without the prior approval of the Association. Other than as permitted by the Association, no petition shall be originated, solicited, circulated, or posted within the Facilities.

- The Facilities may not be used for functions that are related to past, present, or future fund-raising efforts for the benefit of a political cause, except as specifically permitted by the Association. The Facilities shall not be used in connection with organized religious services unless otherwise determined by the Association from time to time.

- Children under sixteen (16) years of age are only permitted in the Facilities when accompanied and supervised by a person over twenty-one (21) years of age unless otherwise permitted by the Association.

- No person shall request special personal services from employees of the Condominium who are on duty or the personal use of the Condominiums furnishings or equipment, which are not ordinarily available for use by Unit Owners.

- No dogs or other pets (with the exception of Seeing Eye dogs) are permitted in the Facilities, or under special circumstances or with permission of the Association.

- A Unit Owner may report a violation of these Facilities Rules in writing to Association or any person or committee designated by the Association which writing sets forth: (i) the alleged violation; (ii) the name of the individual who allegedly committed the violation; (iii) the name of the Unit

Owner who is responsible for the violation; and (iv) the name, address and phone number of the person making the complaint. All letters will be sent by regular mail and registered mail, return receipt requested.

- No person may abuse any of the Condominium's employees, verbally or otherwise. All employees of the Condominium are under the supervision of the Association, and no person shall reprimand or discipline any employee, nor request an employee to leave the Facilities for any purpose whatsoever. Any employee not rendering courteous and prompt service should be reported to the Association immediately.
- No unlicensed vehicles are permitted on the Common Elements, the Association Property and/or the Shared Facilities or on any of its facilities. All vehicles brought onto the Common Elements, the Association Property and/or the Shared Facilities must utilize the Valet parking provided, unless otherwise determined. All persons who use the Valet Services must at all times retain duplicate vehicle keys. The liability of the Condominium for keys lost by the Valet attendants shall be limited to the cost of making a copy of a key from an existing key. In no event shall the Association be responsible for making new or original keys or for re-keying or replacing vehicle locks in connection with any damages or claims which may arise as a result of the loss of a key.
- Smoking and/or vaping is not permitted on Common Elements, the Association Property and/or the Shared Facilities.
- No unauthorized person is allowed in the service or restricted areas of the Common Elements, the Association Property and/or the Shared Facilities.
- Absolutely no fireworks are permitted anywhere on Common Elements, the Association Property and/or the Shared Facilities or adjacent areas unless part of a fireworks exhibit organized and conducted by the Association.
- No firearms or any other weapons of any kind are permitted at the Common Elements, the Association Property and/or the Shared Facilities at any time.
- Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Condominium will subject the person in violation to disciplinary action by the Association in accordance with these Facilities Rules.
- The Association may amend or modify these Facilities Rules as it determines appropriate from time to time.
- No portable grills, barbecues or open fires shall be permitted on the Common Elements, the Association Property and/or the Shared Facilities, except those operated by the Condominium.
- The roster or list of Unit Owners of the Condominium is confidential, and shall not be accessible to Unit Owners, except as specifically permitted by the Association
- The personnel of the Condominium have full authority to enforce these Facilities Rules, and any

infractions will be reported to the Association.

- The Condominium provides a variety of social, cultural, and recreational events in which all Unit Owners are encouraged to participate.

- Private parties are permitted at the Condominium only with prior permission of the Association.

The individual sponsoring the party shall assume full responsibility for the conduct of Guests and shall be responsible for the removal of any party decor.

SALE OF RESIDENTIAL UNITS AND REALTOR POLICY - Notification of Proposed Sale . The Unit Owner must provide written notification to the Residence Manager if the Unit is for sale. Unit Owner must provide the name of the listing agent, who must be licensed by the State of Florida as a licensed real estate agent or broker, and the Unit Owner must complete the proper authorization forms to allow access to the Unit in the absence of the Unit Owner. Estoppel Letters and Condominium Questionnaires . Please contact Condominium Management and these will be provided within fifteen (15) days of request. Charges may apply. Realtor Responsibilities . Please follow the procedures detailed below to ensure privacy and tranquility to our Residents:

1. Unit 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.

2. Real Estate agents must be pre-registered with the Association's Management Office by the Unit Owner themselves. Once designated by the Unit 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.

3. Any sales, marketing or advertising activities and materials for rent or lease of a Unit shall not include the logos or identifying marks used in connection with the name of the Condominium or the Property.

4. All Real Estate agents MUST register at the Concierge Desk upon arrival, identify all visitors, accompany all prospects to the Unit while on the Property, and MUST have their own key for entry into the Unit.

5. Unit Owners are responsible for providing the Unit key to the Real Estate listing agent. The Association will NOT hold Unit keys from Owners for use by listing agents.

6. Lock-boxes are not permitted on the Common Elements, the Association Property and/or the Shared Facilities.

7. Open houses are not permitted.

8. The showing of Units is permitted exclusively from Monday through Saturday from 10:00 a.m. to 5:00 p.m. (excluding observed Holidays) and is limited to four (4) persons at any given time [including agents].

9. Realtors may not solicit on the premises at any time. Realtors who offer sales or services to

Residents at Viceroy Brickell without the Resident's prior expressed consent will be barred from entering the Common Elements, the Association Property and/or the Shared Facilities in the future.

10. No advertisement is allowed anywhere on the Condominium's premises.

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

12. No common area photography is allowed.

13. Parking is limited to the Unit Owner's parking spaces or limited Guest parking.

These rules are intended to preserve as much as possible the peace and tranquility of the Residents.

SIGNS - Notwithstanding anything to the contrary in the Declaration, the Owners of the Commercial Element may, subject to the limitations of applicable law, affix or attach lighted or unlighted signs on the exterior walls, doors, adjacent balconies, terraces, roof decks, patios and/or lanais and/or windows of the Building, (whether same are a part of the Unit, the Limited Common Elements, or the Common Elements) adjacent to the Owner's Commercial Element, or to the windows of the Commercial Element, without receiving the consent of the Association, the Board or any other party (other than any applicable governmental authority to the extent that prior approval from them is required by applicable governmental codes, ordinances and/or regulations).

SMOKING AND VAPING - Smoking and/or Vaping in any elevators, the Lobby, hallways, or other non-designated areas of any portion of the Common Elements, the Association Property and/or the Shared Facilities (except within Limited Common Elements, e.g., the terraces, balconies, patios, rooftop terraces and lanais) is prohibited at all times.

SOLICITATION - There shall be no solicitation by any person anywhere in the Building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.

THIRD PARTY SERVICE PROVIDERS - The Association shall have the right, in its sole and absolute discretion, to establish reasonable regulations from time to time with respect to the provision of Condominium services by third party providers, including, but not limited to, solicitation and/or provision of personal services (e.g., massage, personal training, dry cleaning, and the like) and/or food and beverage service, to the Condominium, the Unit Owners and their family members and/or its or their Guests, Tenants and/or Invitees.

TENANTS, PERMITTED USERS AND GUESTS - Only Unit Owners, approved Lessees and/or registered members of their immediate family occupying a Unit are not required to register at the Front Desk/Concierge. All other persons will be considered day Guests ("Day Guests") and must register giving their name, date, and time of arrival, planned departure time and date, and the name of the Unit Owner and/or Lessee sponsoring their visit. Unit Owners, approved Lessees and/or registered members of their immediate family are to notify the Residence Manager in writing on forms provided by the Association, at least twenty-four (24) hours in advance of a Guests' arrival at Viceroy Brickell. Registration of House Guests ("House Guests") who are authorized to reside in a Unit where a Unit Owner and/or approved Lessee is absent, must be completed in writing on forms provided by the Association at least twenty-four (24) hours in advance of a House Guests' arrival to Viceroy Brickell (such registration includes, but is not limited to the length of stay, number of persons in party, and names of all persons). It is the responsibility of the Unit Owner and/or Lessee

to provide keys for House Guests. Under no circumstances will emergency keys in the possession of the Association be given out or loaned. Neither Day Guests nor House Guests shall be permitted to bring pets to the Condominium. No Day Guest and/or House Guest shall be permitted to enter the Condominium or elevators until proper identification and authorized clearance is obtained from the Association. If verbal clearance is obtained from the Unit Owner and/or Lessee, or if advance written approval is validated with Association, then they will be allowed to proceed to the Unit. Immediate family is hereby defined as Parents, Grandparents, Children, Grandchildren, Brothers, Sisters (and their respective families) of Unit Owners and/or Lessees. The Association may require reasonable documentation to establish the relationship as described. As applicable, for purposes of this provision, the one (1) designated officer of a corporate/entity-owned Unit shall be deemed to be the Unit Owner and their immediate family members shall constitute those persons who are not considered to be Day Guests. A person and/or persons occupying a Unit for more than one (1) month shall not be deemed a House Guest; but rather shall be deemed a Lessee for purposes of the Declaration and must apply with the Association under the provisions of a Lease. The Association reserves the right to require that any Day Guest and/or House Guest who violates the Rules and Regulations of the Association vacate the premises immediately upon such notification. Unit Owners and/or Lessees are responsible for their Day Guests' and/or House Guests' adherence to the Rules and Regulations of 444 Brickell Two Condominium Association, Inc. Any damage of any sort caused to the Association Property and/or the Shared Facilities by Day Guests and/or House Guests shall be the sole responsibility of the Unit Owner (including any destruction and/or loss occurring as a result of a Lessee's Day Guest deportment). The Association shall accept no responsibility for any accident or injury to any Day Guest and/or House Guest at any time. All Unit Owners and/or Lessees are advised to purchase Liability/Homeowners Insurance to cover injuries to their Day Guests and/or House Guests, as applicable or damage to their personal property, including automobiles.

TOURS - No group tours or exhibitions of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without prior consent of the Board of Directors or the Residence Manager, whose consent may be withheld in either's sole discretion.

TRASH - No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Elements, the Association Property, the Shared Facilities or any Limited Common Element, except in those areas expressly designed for same or as otherwise approved by the Association and no odor shall be permitted to arise therefrom so as to render Common Elements, the Association Property, the Shared Facilities or any Limited Common Element or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its Unit Owners, Guest, Invitee, Tenant/Lessee. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material, or scrap or refuse or trash shall be kept, except within an enclosed structure appropriately screened from view erected for that purpose, if any, and otherwise in accordance with the approval of the Association.

UNIT DOORS - Unit doors may not be propped open to ventilate the Units. The range exhaust, heating/air conditioning and sliding doors should be used to ventilate the Unit.

UNIT ENTRY - With the exception of an emergency situation set forth in the By-Laws, under no circumstances will entry be given to any Unit, for anyone, for any reason, unless proper advance written permission has been given by the Unit Owner to management. Permission for entry to emergency services personnel (fire department personnel, EMTs, police, or the Association and its personnel) is not required in the event of an emergency.

UNETHICAL PRACTICES - No improper, illegal, immoral, offensive, or unlawful use shall be made or allowed on the Common Elements, the Association Property and/or the Shared Facilities, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. Unit Owners shall be responsible for ensuring that all such requirements are satisfied by their Guests, Invitees, and Tenants.

UNRESTRICTED ACCESS - No property may be placed (even temporarily) in any elevator, lobby, hallway, or stairway and/or Common Elements, the Association Property, the Shared Facilities or any Limited Common Element that would hinder or obstruct access in any manner. No article of personal property shall be left unattended in the Common Elements, the Association Property, the Shared Facilities or any Limited Common Element at any time. Elevator, hallway, or stairway doors may not be propped open or otherwise restrained from closing.

USE AND OCCUPANCY - All Units shall be used for Residential purposes. In no event shall occupancy (except for temporary occupancy by visiting Guests) exceed the maximum number allowed pursuant to municipal codes and ordinances, as amended from time to time. The term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed thirty (30) consecutive days. Without limiting the generality of this paragraph, the provisions of this paragraph shall not be applicable to Units owned or used by the Developer for model apartments, sales offices, and management services or otherwise. Under no circumstances may more than one (1) family reside in a Unit at one time. "Families" or words of similar import used herein shall mean either a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than four (4) persons not so related.

WEIGHT AND SOUND RESTRICTION - Unless installed by the Developer or meeting the sound insulation specifications and color requirements with respect to the balconies, terraces, roof decks, patios and/or lanais) established from time to time by the Board of Directors (as confirmed by the Board's required approval of the specific installation), hard and/or heavy surface floor coverings, such as tile, wood, marble, stone, and the like, will not be permitted in the Unit or Limited Common Elements unless installation of such materials is in accordance with the rules and regulations of the Association and prior notice is given to the Association. All other areas of the Unit are to receive sound absorbent, less dense floor coverings, such as carpeting. A request for use of a hard and/or heavy surface floor covering in any location in the Unit, must be submitted to the Board of Directors of the Association and also meet applicable structural, sound abatement and subflooring requirements. Also, the installation of any improvement or heavy objects, including, but not limited to, water beds and/or hot tubs, must be submitted in advance and approved in writing by the Board of Directors of the Association, and be compatible with the overall structural design and weight capacities of the Building. Prior to the installation of hard or heavy surfaced flooring, the Unit Owner must provide the Association with technical data for the complying weight and thickness of the sound control underlayment product that meets or exceeds the Association's standards and minimum requirement for sound control underlayment as adopted by the Board of Directors of the Association, from time to time. The Board reserves the right to revise or modify the standards and minimum requirements for sound control underlayment from time to time. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such a review being at the Owner's sole expense. Additionally, the Board will have the right to approve flooring to be used in bathrooms. 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 after notice to the Unit Owner. The Association shall have the right

to charge a Unit Owner for the removal of any materials which are in violation of the sound control standards. The Board shall have the right to specify the exact specifications and guidelines for materials and installation of same to be used on any balcony, patio, terrace, or lanai. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Unit Owners 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, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF THEIR UNIT, HEREBY ACKNOWLEDGES AND 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 ASSOCIATION PROPERTY, THE SHARED FACILITIES AND EACH UNIT OWNER HEREBY WAIVES AND EXPRESSLY RELEASES ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM SOUND TRANSMISSION.

WINDOWS - The washing and/or cleaning of a Unit Owner's balcony windows and balcony railings including glass on the outside is the sole responsibility of the Unit Owner. The Association contractor shall wash the exteriors of all other windows recurrently throughout the year. Preventative maintenance of the sliding glass doors and balcony railings, including glass, shall be the responsibility of the Unit Owner.

TENANT / OCCUPANT ACKNOWLEDGMENT OF RULES & REGULATIONS

I/We, the undersigned Tenant(s), Occupant(s), Guest(s), and/or Housekeeper(s), acknowledge that I/we have received, read, and understand the Association's Rules and Regulations. I/We agree to comply with all governing documents, policies, procedures, and Rules and Regulations established by the Association.

I/We understand that failure to comply with the Association's Rules and Regulations may result in fines, suspension of privileges, denial of access, removal from the property, and/or other enforcement actions as permitted by the governing documents and applicable law.

Tenant / Occupant Name: _____

Signature: _____ Date: _____

Tenant / Occupant Name: _____

Signature: _____ Date: _____