

LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC.

RULES & REGULATIONS (UPDATED 2021, REV 2023)

These Rules & Regulations are designed to set & maintain high standards of appearance and behavior that enable all residents to enjoy living at the building and enhance the value of your homes. They shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these Rules and Regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Please keep in mind that the Association uses security cameras to monitor the Rules and Regulations listed below. The Rules and Regulations shall apply to Owners, Tenants, Residents, Guests and Invitees, even if not specifically so stated. Violations of these Rules & Regulations will result in fine(s) as set forth in the Declaration of the Condominium and Florida Statutes.

PLEASE SEE BELOW FOR DETAILS.

APPEARANCE OF BUILDING AND GROUNDS

1. The uniform color scheme of the exterior appearance of units, doors, windows, fences may NOT be changed by the owners.
2. ALL moves, of any kind, and ALL deliveries MUST be scheduled with the Management office. Any moves or deliveries NOT on the schedule will be turned away at the owner and/or resident's expense.
3. All construction pertaining to units must be done Monday through Friday, 8:00AM - 5:00PM. NO construction will be permitted on Saturdays, Sundays, after permitted hours or on Holidays.
4. All moving & deliveries pertaining to units must be done Monday - Friday 8:00AM – 5:00PM. NO moving or deliveries will be permitted on Saturdays, Sundays, after permitted hours or on Holidays.
5. Large boxes or items that do not fit on valet cart must go through receiving area and service elevator must be used.
6. Trash chute courtesy hours are 7AM—11PM.
7. Items must be bagged before placing them in the trash chute.
8. No loitering or hanging out in lobbies is permitted.
9. No laptop use is permitted in the lobbies. Please use Clubroom or pool decks for Wi-Fi use.
10. Owners are responsible for maintaining their own exterior doors and door surroundings. If Maintenance needs to paint or repair doors due to resident's negligence, the unit owner will be responsible for the repair or paint charge.
11. Valet carts may not be used for scheduled move in or move outs.
12. Broken windows, door locks or trim are the unit owner's responsibility and must be replaced as soon as possible with new items of identical appearance.

13. No signs, advertisements, notices, or other graphic lettering shall be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of the condominium or association property, except signs used or approved by Management on behalf of the Board of Directors.
14. No awning, canopy, shutters, or other projection shall be attached to or placed upon the outside walls of the building.
15. Satellite dishes may not be installed on common areas or balcony railings. Please consult with the management office for further details.
16. Unit Owners/Tenants shall not affix, attach, hang, display or place any items on the exterior walls, doors, balconies, or windows of the building. The only exception will be to display a United States flag in a respectful way, on Armed forces day, Memorial Day, Flag Day, Independence Day and Veterans Day; provided the official flag is not larger than 4 1/2 feet by 6 feet.
17. Blinds, curtains, or drapes (or lining thereof) which face on exterior windows or glass doors must be white or off-white in color. Window treatments not meeting these requirements must be removed. The Board may determine at its own discretion the approval or disapproval of "off white." Bed sheets or linens may not be used as curtains.
18. No unit shall place any aluminum foil, reflective or tinted substance, or unsightly materials in/on any window or glass doors unless approved in writing, in advance by the Board of Directors.
19. No air-conditioning units may be installed by Owners/Tenants or hang on windowsills.
20. No Bicycles, ladders, or any other article other than patio-type furniture & plants shall be placed on the balconies, patios, or other common areas.
21. No linens, clothing, curtains, rugs, mops, or laundry of any kind shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the condominium or association property.
22. Propane or charcoal barbecue units may not be stored or used on Owner/Tenant balconies per City of Miami Fire Regulations.
23. Sidewalks, entrances, passages, and lobbies shall not be obstructed. Groceries, deliveries, or any other articles must not be stored/or placed even if for temporary purposes in such areas.
24. Unit Owners/Tenants must store personal property in their respective units.
25. No items may be left on the stairways, hallways, corridors, or trash chute rooms. Large items must be broken down and placed in dumpsters in West Receiving Area.
26. No decorations or floor mats are permitted in the hallways & corridors unless approved by the Board of Directors. Large ornaments in corridors or hallways must not impede normal traffic.
27. All decoration in hallways and corridors approved by the Board of Directors will be the unit owner's responsibility.
28. Bicycles/Scooters/Motorcycles (pushed or powered) may not be left outside units or on property sidewalks. All bicycles must be parked in a rack where one is provided.

29. No smoking is permitted anywhere in the building, including pool decks, clubroom, hallways, lobbies & stairways.
30. Smokers who habitually smoke cigarettes outside their unit must use ashtrays and not litter the area with cigarette butts. Throwing cigarette butts or debris from balconies will result in a \$100.00 fine as permitted by law.
31. To prevent fire safety violations, no large objects obstructing egresses or floor mats are allowed in front of doors in the corridors.
32. Owners, and Tenants, Residents, Guests and/or Invitees, are not permitted to sit on any exterior or interior planters of the building.

PETS

33. All pets must be registered with proper documents as required by the Association; a photo must be taken of them to register in the Association database. Registration forms must be submitted at the time an owner or tenant registration package is submitted to management or at the time a current resident obtains a pet.
34. Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than (6) feet long.
35. All dogs must be on a leash and controlled in common areas & elevators.
36. All Residents are responsible to clean or pick up and dispose of their pet's debris immediately.
37. All pets may not exceed 30 lbs. and 22 inches while sitting without the Boards approval.
38. Dog by State law must be curbed. The sidewalk and building planter is not a curb. The curb is where the sidewalk meets the street pavement. Violation fine(s) apply to any owner, resident, guests, or invitee, that allows their pet to use the landscape areas, sidewalks, loading docks, employee parking lot, or other interior gardens to relieve themselves.
39. No Pitbulls or animals that the Board of Directors consider dangerous will be permitted in Loft Downtown II.
40. Unruly or misbehaving dogs will be required to wear a muzzle in the building public areas.
41. In no event shall dogs ever be allowed to be walked or taken on/in any recreational facilities within the Condominium Property. In no event shall dogs ever be allowed to be taken in the pool. In no event shall pets be taken to common areas that are not easements or walkways/passages to the exterior of the property. They must not be walked in exterior common areas such as loading areas, employee parking lot, and building landscape areas.
42. Pet Limitations: One pet is permitted in a one-bedroom unit, two pets are permitted in a two-bedroom unit.

43. Pets may not be left on the balcony at any time.
44. Pets may not be left unattended for an extended period of time which may result in excessive barking and nuisance to neighbors.
45. Violation notifications will be sent to units where pets are causing any type of nuisance. Violation fines will apply to the maximum amount permitted by law.
46. Residents are not permitted to have pets on the property that are not registered with the Association. Guests with pets will not be permitted access to the building or common areas and facilities. Guests with service pets should arrive with the service vest on the pet and the proper documentation to present to front desk. Any resident that is found with a pet that is not registered will be fined \$100.00 per day until the pet is registered or removed from the property, up to the maximum amount permitted by law.
47. Any pet that becomes an excessive nuisance to other Residents will be demanded to be removed immediately.

CLUBROOM RENTAL & INDIVIDUAL USE

48. Clubroom hours are from 6:00 am to 11:00 pm daily.
49. The Clubroom will be rented to residents only. (Details provided in the Management office).
50. All reservations must be made at least one (1) week in advance.
51. The Clubroom will not be rented on holidays or for holiday weekends.
52. When the Clubroom is rented for parties, alcohol may not be consumed outside the clubroom area.
53. A non-refundable cleaning fee will be charged for the cleaning of the Clubroom. The renter must dispose of all food & party supplies at the end of party.
54. A security guard must be present on site at the party at all times until completion of the event. Security guards must be obtained through Association's security company. If the guard is asked to stay longer than the anticipated time, the extra coverage will be taken out of the Security Deposit.
55. Residents may have no more than (5) guests at a time in the Clubroom and will be held responsible for their guest actions.
56. Residents must leave Photo ID in order to check out billiard supplies.
57. No food or drinks are permitted in the Clubroom at any time unless it is rented out by Management.
58. No sleeping will be permitted in the Clubroom.
59. Residents may not touch stereo equipment at any time. (Please ask Management or security for assistance).
60. Children under the age of 15 in the Clubroom must be accompanied by an adult at all times.

POOL RENTAL & INDIVIDUAL USE

62. Under no circumstances will the roof top pool deck be rented to Residents.
63. The lower pool deck will be rented to residents only. (Details provided in the Management office).
64. All reservations must be made at least one (1) week in advance.
65. The lower pool deck will not be rented on holidays or for holiday weekends.
66. When the lower pool deck is rented for parties, alcohol may not be consumed outside the pool deck area.
67. A non-refundable cleaning fee will be charged for the cleaning of the Pool Area. The renter must dispose of all food & party supplies at the end of party.
68. A security guard must be present on site at the party at all times until completion of the event: Security guard must be obtained through Association's security company. If the guard is asked to stay longer than the anticipated time, the extra coverage will be taken out of the security deposit.

SWIMMING POOL

70. The Pools & Jacuzzi hours are strictly from Dawn to Dusk per Health Department.
71. Proper bathing attire must be worn at all times. No topless bathing is permitted at any time.
72. Residents are limited to two (2) pool guests at a time.. Residents must stay with their guests and are responsible for their behavior.
73. Shoes and shirts or proper cover-ups must be worn in lobby & the inside common areas at all times. Bathing attire is not allowed in the building.
74. Children under the age of 15 at the pool must be accompanied by an adult at all times.
75. There is no lifeguard on duty at the pool.
76. The Association is not responsible for any losses, injuries, or accidents. Running, pushing or other horseplay, use of raft, tubes, balls etc. is not permitted in the pool area.
77. Nuisances of any kind will not be permitted on the pool deck. Violation of this rule may result in removal of pool privileges for remainder of the day/night.
78. Headphones must be used with radios/stereos at all times to avoid breaking the nuisance policy.
79. Legal action will be taken against any person who misuses pool Life Safety Equipment.
80. Drinks are permitted in plastic containers or cans only. No glass or other breakable objects will be permitted in the pool area at any time, for any reason.
81. No drinking, eating, or smoking is permitted in the pool or Jacuzzi at any time.

82. No smoking is permitted on the pool decks at any time.
83. When the pool area is crowded, chairs & tables may not be reserved.
84. Infants or toddlers must wear proper swimming attire and plastic cover diapers at all times.

SPA / FITNESS ROOM

85. Gym hours are from 6 am to 11 pm every day.
86. Residents may have no more than (1) one guest with them in the gym.
87. Smoking, food or beverages, besides bottled water is not permitted in the exercise room.
88. Residents whose occupation is personal training may not use the Loft 2 Gym as a business by bringing in outside guests into the building. This causes a liability on the association and Gym privileges will be revoked immediately if caught.
89. Residents must leave equipment in its proper place. Equipment may not be removed from the exercise room.
90. Exercise equipment cannot be reserved.
91. Proper exercise attire must be worn at all times.
92. Towels must be used on gym equipment at all times.
93. Gym equipment must be wiped down after use.
94. No one under the age of 15 is permitted in the Gym/Spa without adult supervision.
95. The Association is NOT responsible for any Gym/Spa related losses injuries, or accidents.
96. All personal trainers are the unit owner's responsibility.
97. All weights must be put back in their designated place/area.
98. Kick boxing, jump roping, slams, or wall climbs or other forms of calisthenics are not permitted in the gym. Please use the pool deck to perform these exercises. Performing any of the acts above in the Gym will result in violation fine(s) as permitted by law.
99. Dropping of any weights on the gym floor, banging of cable tension weights or misuse of equipment is strictly prohibited. Violation of this rule will result in violation fines as permitted by law and removal of Gym privileges for up to one (1) month.

MISCELLANEOUS

100. Mandated by City of Miami Code Enforcement: no loud music or noise will be permitted after 11:00PM.

101. No one under the legal age drinking age may consume alcoholic beverages on Loft Downtown II property at any time.
102. Garbage, trash containers or discarded furniture may not be left in hallways, corridors, or parking garages at any time. Breakdown or removal of large item or furniture by Residents will be charged to the Owners Account.
103. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in units or common areas at any time. A Unit Owner/Tenant who plans on being absent during the hurricane season must notify Management with contact information in the event hurricane damage is caused to their unit.
104. Upstairs or adjacent owners are responsible for damages if their water pipes leak water into a downstairs or adjacent unit.
105. Employees of the Association are not to be sent out by unit, owners or occupants for personal errands. Management shall be solely responsible for directing and supervising employees of the Association.
106. Children will be the direct responsibility of their parents or legal guardians, including full compliance by them with these Rules and Regulations and all other Rules and Regulations of the Association. Loud noises will not be tolerated and all children (15) years of age and under must be accompanied by a responsible adult when entering and/or utilizing the Loft Downtown II common areas.
107. No unit owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his unit in such a manner as to disturb or annoy other residents.
108. No unit owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
109. No unauthorized posting of any kind in elevators, mailroom or any other common area is permitted. Authorization is granted by a majority vote by the Board of Directors.

BUILDING & PARKING ACCESS

110. Front Desk will not receive or hold unit keys, access cards or parking fobs under any circumstances.
111. No guests, realtors, housekeepers, delivery people or contractors will be granted access to a floor, stairs, or unit at any time unless a prior authorization from Resident to Management Office or Front Desk is received.
112. No unit keys, access cards, or parking fobs will be given to guests, realtors, housekeepers, delivery people or contractor at any time. Unit owners must provide ALL access at ALL times.
113. Realtors must provide a Real Estate Contract & proper ID for a specific unit before access to a unit is given.
114. Contractors must provide a completed Loft Downtown II Construction Package with Work Permits, Insurance, and Worker's Comp & Construction deposit before access is granted to a unit or deliveries are made.

115. In regard to New Owners, keys & access cards will not be given to anyone other than the unit owner without a Power of Attorney.
116. Access Cards found with unauthorized people/guests/residents will automatically be deactivated and violation fine(s) will apply as permitted by law.
117. Each Registered Resident is allowed one (1) building Access Card. Additional cards will be deactivated. Lost cards can be purchased at the Front Desk, at such time, the old Access Card will be deactivated.
118. Residents MUST have Access Cards & Photo IDs at all times when using Common Areas.
119. Access Cards MUST be used to access all entrances. Failure to carry Access Card which requires front desk to open doors will result in a warning and require Resident to present Identification. After initial warning, violation fine(s) may apply as permitted by law.
120. Each unit is allowed one (1) Parking Garage Gate Card at the Miami Parking Authority (MPA) contracted rate. Registration must be completed directly with the MPA office.

LEASED UNITS

121. The Association must receive a completed tenant registration package along with the related fees and/or deposits no later than five (5) days prior to the commencement of the lease agreement.
122. The elevator is scheduled on a first come first serve basis.
123. Association MUST be provided with a copy of an applicable lease.
124. The owner shall have NO right to lease his unit if at the commencement of the lease; the Owner is delinquent in the payment of Assessments to the Association or has an outstanding fine.
125. No lease shall be for a period of LESS than thirty (30) days or for a period of more than two (2) years and there shall be no more than twelve (12) leases of a unit permitted in any calendar year.
126. If an Owner/Tenant is caught subleasing their unit or leasing it out for **LESS THEN 30 DAYS** at a time, their leasing privileges will be revoked, unit will be fined, and access cards will be immediately deactivated.
127. Association MUST be provided a security deposit equivalent to one month's rent must be given by the Tenant to the Association prior to the commencement of the lease term.
128. Association MUST be provided with an Association Lease Addendum signed by both Owner & Tenant.
129. If an owner is NOT occupying their unit themselves and has a guest, family or friends occupying their unit RENT FREE for less than 30 days, the guest, family or friend must complete the Guest Registration form & provide at least \$1000 Security Deposit.
130. If Tenant/Owner has pets, the Association MUST be provided with a completed Pet Registration form.

GUESTS REGISTRATION

132. If a Resident has a Guest staying with them in their unit for less than 30 days and can NOT be with them at all times to access the lobby doors and elevators, they MUST complete a Guest Registration Form.
133. Registered Residents MUST be present with Management when completing Guest Registration Form.
134. With the exception of exiting & entering the building, Guests MUST be with Registered Residents at ALL times throughout building & Common Areas. Failure to comply with this Rule will result in loss of deposit.
135. If Guest will be staying longer than anticipated (No More the 30 Days), the Registered Resident must notify Management in person as soon as possible.
136. Guests found using a Registered Residents Access Card will cause automatic deactivation of the Access Card & the Unit will be Fined as permitted by law.

MAINTENANCE FEES

140. Maintenance payments are due on the first day of each month.
141. After a ten (10) day grace period, \$25.00 is charged on all unpaid assessment.
142. After 10 days an initial warning letter and a request for payments will be sent to those paying late.
143. If a notice has been issued and a unit is still late on assessment(s), the Board of Directors reserves the right to take legal action. The late party will receive a letter sent from the Association Attorney. The unit owner will be responsible for all Maintenance Fees, Late Charges, as well as all Legal Fees incurred.
144. Once a payment is 30 days late, Lien and Foreclosure action will be taken against the property.

THE LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC.

COVID-19 GUIDELINES

Preliminary Statement:

The Board of Directors of the Loft Downtown II Condominium Association, Inc. hereby enacts the following Rules and Regulations pertaining to Covid-19. These rules shall be in effect until revoked by the Board of Directors. In establishing these Rules and Regulations, it is the intent of the Board of Directors to protect the life and safety of the Loft Downtown II Condominium's Residents, guests, invitees, and employees and it so doing the Board of Directors has sought guidance from the published CDC guidelines and various local, state and federal emergency orders.

I. Use of Face Covering

1. A face covering/mask must be worn properly, as per CDC guidelines, in all common areas of the building except that facial coverings shall not be required for children under the age of two years. Common Areas include, but are not limited to: lobbies, elevators, hallways, gym, mailroom, etc. All residents not wearing a mask properly covering their nose and mouth will be fined \$100.00 per occurrence.
2. Residents of the building are responsible for advising all guests of the rules and regulations and are responsible for guest compliance with same. All guests must wear a face covering/mask properly, as per CDC guidelines in all common areas of the building. All delivery services, cleaning services, caregivers, dog walkers, repair technicians, realtors, potential renters, etc. are considered guests for purposes of this rule and will be required facial covering before being granted building access. Should any Resident's guest be observed not properly wearing a mask, such Resident will be fined \$100.00 per occurrence.

II. Gym Rules and Regulations

1. Use of the Amenities/Gym Use: Use is permitted to current BUILDING RESIDENTS ONLY at this time; there will be no guests allowed until further notice. Personal training is not permitted.
2. Gym Hours of Operation: Every day of the week: from 7:00am-10:00pm by reservation only. Each reservation is for one hour. Residents must exit the gym when reservation time is completed to allow other Residents to utilize the gym during their reserved hour. Use of gym is not permitted at any other times other than the hours that reservations are available.
3. Reservations: In order to use the gym, Residents must reserve a spot on the Association's website, under amenity reservations, or by contacting the front desk. Reservations will be available in one (1) hour blocks, six (6) reservations per block. The gym will be marked to guide with physical distancing as required by the New Normal Guide published by Miami Dade County. Gym users must remain separated from each other by at least six (6) feet in order to comply with governing social distancing requirements. On or before expiration of the one-hour reservation time, gym users must exit the gym.
4. Saunas and Showers: These amenities shall remain closed at this time in accordance with City of Miami and Miami-Dade County Emergency Orders.
5. Social Distancing: As per the CDC recommendations, Six (6) foot social distancing is required in the gym at all times. In order to promote Social Distancing and to prevent spreading of infection, some machines have been disabled. Please do not use these machines.

6. Food and Beverages: No food is permitted in the gym. Bring your own water bottle, as the water fountains are disabled.
7. Required Safety Measures For The Protection of Residents and Others:
 - a. Wash hands with soap and water or use hand sanitizer before using gym equipment, after using each piece of equipment, and upon exiting the gym. There are hand sanitizing stations placed in the gym.
 - b. Wipe down gym equipment before and after using with sanitary wet wipes provided at the wall stations. Areas of cleaning include hand grips and all handles, weight bars, weight plates, and pins, pads and cushions on benches and seating.
 - c. Gym users must bring a towel and lay it down on the seat of any gym equipment prior to use.
 - d. Practice physical distancing and remain six (6) feet away from others using the fitness center.
8. Pets: No pets are permitted in the gym.

Enforcement: Any residents not complying with the rules and regulations of the gym will be given ONE (1) warning. Should they violate the rules and regulations a second time, will be issued violation fine(s) as permitted by law and use of the amenity will be suspended for 30 days.

LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC.

VIOLATION PROCEDURES

Every Owner, Tenant, Resident, Guests, and Invitees shall comply with these Rules and Regulations as set forth herein. All Rules and Regulations, Provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, may be amended from time to time as decided upon by the Board of Directors. In accordance to Loft Downtown II Condominium Bylaws the Board of Directors has the right to levy fines against appropriate Unit Owners for violations of the Rules & Regulations established by the Association to govern the conduct of such Unit Owners. Failure of an Owner, his family, guests, invitees, lessees, or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-laws, will result in the following fining procedures:

- All violations of the Rules and Regulations, Provisions of the Declaration, By-Laws and Articles of Incorporation of the Association shall be subjected to a fine on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee. The fine may not exceed \$100 per violation/day, or \$1,000 in the aggregate.
 - No fine shall be levied EXCEPT after giving reasonable notice and opportunity for a hearing.
 - The hearing must be held before a committee of other unit owners.
 - Following Board of Directors approval of the proposed fine, if the committee does not agree with the fine, the fine may not be levied.
- 1. Notice:** The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the Declaration, Association By-laws, and Rules & Regulations.
 - 2. Hearing:** Following Board of Directors approval of such fine(s), the non-compliance shall be presented to the committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and a respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
 - 3. Fines:** The Association may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
 - 4. Violations:** Each separate incident which is grounds for a fine shall be the basis of one separate fine equaling \$100.00 per violation. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
 - 5. Payment of Fines:** Fines shall be paid not later than five (5) days after notice of the imposition thereof.
 - 6. Application of Fines:** All monies received from fines shall be allocated as directly by the Board of Directors.
 - 7. Non-exclusive Remedy:** These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the Offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.