

AMENDED RULES AND REGULATIONS  
FOR  
OPERA TOWER CONDOMINIUM ASSOCIATION, INC.

These Amended Rules and Regulations ("Rules and Regulations") hereinafter enumerated as to the personal property of the Association, the Condominium Property, the individual Units, Limited Common Elements, Common Elements, and the Association in general shall be deemed in effect until further amended by the Board of Directors and shall apply to and be binding upon all Unit Owners. The Unit Owners and occupants shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violations of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Declaration, the Articles of Incorporation, the By-Laws, these Rules and Regulations and Florida law. Violations may be remedied by the Association by injunction, fines or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorneys' fees in addition to any remedies or rights which the Association or any Unit Owner may have to recover damages, costs and attorneys' fees against any person violating the Rules and Regulations or the Declaration and any of the exhibits thereto. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations covering the details of the operation, use, maintenance, management and control of the Condominium Property, Units, Limited Common Elements, and Common Elements and any facilities or services made available to the Unit Owners. In an effort to promote the health, happiness and peace of mind of all Unit Owners and to maximize the enjoyment of the premises and the protection of its value, it is imperative that Unit Owners and occupants, as well as their family, guests and lessees, abide by the terms of the Declaration, By-Laws and Rules and Regulations, as presently existing and as may be adopted or amended in the future. In view of the close proximity in which Unit Owners reside and use the Condominium Property, the failure to comply with the terms of the Declaration, By-Laws and Rules and Regulations infringes on the rights of all other Unit Owners. In addition to the rights and powers given to the Board of Directors by the Declaration, Articles of Incorporation, By-Laws and Florida law, the Board of Directors is further empowered, authorized, and instructed to see that these Rules and Regulations and/or any amendments or additions to these Rules and Regulations, are reasonably and equitably enforced.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. USE OF COMMON ELEMENTS: The sidewalks, entrances, passages, lobbies, hallways, and similar portions of the Common Elements shall not be obstructed nor used for any other purpose other than for ingress and egress to and from the Condominium and Association Property. No Unit Owner, or their guest or invitee shall block the emergency exits at the Condominium. No carts, bicycles, scooters, carriages, chairs, tables or other similar objects shall be stored in the entranceways, passageways or vestibules, except in areas designated for such purposes. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner. No person or persons shall be permitted to loiter or gather in any portion of the Common Elements (other than the pool, in accordance with these Rules and Regulations) where such gathering interferes with a Unit Owner's privacy or quiet enjoyment of his or her Unit. The foregoing shall not,

however, be applicable to the Commercial Units. As set forth in the Declaration, the Owner(s) of the Commercial Units shall be permitted to make use of the sidewalks, entrances, passages, and other portion of Common Elements adjacent to its Unit to further the commercial uses from its Commercial Unit. The use of and access to the Common Elements and Association Property is further subject to the following rules and regulations:

2. RECREATIONAL AND OTHER COMMONLY USED FACILITIES: The Recreational and Other Commonly Used Facilities are for the exclusive use of Unit Owners and their, lessees, invitees, and guests. Any damage to the Recreational and other Commonly Used Facilities or equipment caused by any Unit Owner, his guests, family, lessees, or invitees shall be repaired at the Unit Owner's expense.

### 3. SWIMMING POOL & SPA:

The Pool & Spa hours are strictly from sunrise to sunset per Health Department. Proper bathing attire must be worn at all times. No topless bathing is permitted at any time. Residents are limited to two (2) pool guests at a time during the day. Residents must stay with their guests and are responsible for their behavior. 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. Children under the age of 15 at the pool must be accompanied by an adult at all times. There is no lifeguard is on duty at the pool. 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. Nuisances of any kind will not be permitted on the pool deck. Violation of this rule after initial warning will result in a fine and removal of pool privileges for remainder of the day/night. Headphones must be used with radios/stereos at all times to avoid breaking the nuisance policy. Legal action will be taken against any person who misuses pool Life Safety Equipment. 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. No drinking, eating or smoking is permitted in the pool or Spa at any time. No smoking is permitted on the pool decks at any time. When the pool area is crowded, chairs & tables may not be reserved. Infants or toddlers must wear proper swimming attire and plastic cover diapers at all times.

4. RECREATION ROOM RENTAL & INDIVIDUAL USE: Recreation Room hours are from 9:00 am to 11:00 pm daily. The Recreation Room will be rented to residents only. (Details provided in the Management office). All reservations must be made at least one (1) week in advance. Reservations must be made for parties only and not for individual or small group use. The Board of Directors shall have discretion in determining if any request to use the Recreation Room meets this criteria. The Recreation Room will be rented only once per day. The Recreation Room will not be rented on holidays or for holiday weekends. A \$500.00 deposit in the form of a cashier's check or money order must be made before the Recreation Room can be rented. The security deposit shall be returned if the Association confirms that no damage took place. Any damage done to the Recreation Room will be the unit owner's responsibility. When the Recreation Room is rented, alcohol may not be consumed outside the Recreation Room area. A non-refundable \$200 cleanup fee, payable in advance, will be charged for the cleaning of the Recreation Room. The renter must dispose of all food and party supplies at the end of party. 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 at the then prevailing hourly rate including

all minimum hourly charges by the 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. Residents may have no more than sixty (60) guests at a time in the Recreation Room, and will be held responsible for their guest actions. Appropriate attire and shoes are required at all times. No food or drinks are permitted in the Recreation Room at any time unless it is rented out by Management. No sleeping will be permitted in the Recreation Room. Residents may not touch stereo equipment at any time. (Please ask Management or security for assistance).

5. SAUNA / FITNESS ROOM: Sauna and Fitness Room hours are from 6 am to 11 pm every day. Smoking, food or beverages, besides bottled water is not permitted in the exercise room. Residents whose occupation is personal training may not use the Fitness Room as a business by bringing in outside guests into the building. This causes a liability on the association and Fitness Room privileges will be revoked immediately if caught. Residents must leave equipment in its proper place. Equipment may not be removed from the exercise room. Exercise equipment cannot be reserved. Proper exercise attire must be worn at all times. Towels must be used on Fitness Room equipment at all times. Fitness Room equipment must be wiped down after use. No one under the age of 15 is permitted in the Fitness Room/Sauna without adult supervision. The Association is NOT responsible for any Fitness Room/Sauna related losses, injuries, or accidents. All personal trainers must be licensed and insured. All weights must be put back in their designated place/area. Kick boxing, jump roping, slams, or wall climbs or other forms of calisthenics are not permitted in the Fitness Room.. Dropping of any weights on the Fitness Room floor, banging of cable tension weights or misuse of equipment is strictly prohibited.

6. RESERVATION AND USE OF BARBECUES: All residents must reserve grill with front desk security prior to use of same. The use of the barbecues is subject to the following:

- a. 4 hour time slot per reservation.
- b. 1 unit permitted per grill, 2 grills may not be booked at the same time.
- c. Grills may be used from 9 a.m until dusk daily.
- d. Applicable fees and deposits are required.
- e. Guests may not reserve BBQ grills, only Owners and Renters of record can make a reservation.
- f. Guest list must be provided to the front desk security prior to using the BBQ grill
- g. Owner / Renter may have up to 5 guests in the BBQ area. Guest must wear a wrist band provided by management.
- h. Boom boxes, speakers and/or any other devices that operate without head phones are not allowed.
- i. Beverages consumed must be in a closed plastic container no glass allowed.

- j. No smoking.
- k. No pets.
- l. Residents are fully responsible for their guests at all times.
- m. Association is not responsible for any personal items lost or stolen.
- n. Residents are fully responsible for any damages caused to property furniture or grill.
- o. No building property or furniture shall be removed from BBQ area.
- p. Persons under 15 years of age must be accompanied by an adult.

#### 7. BUILDING & PARKING ACCESS:

- a. Each Unit Owner will be provided one fob for each adult residing at the unit.
- b. Front Desk will not receive or hold unit keys, fobs or parking decals under any circumstances.
- c. 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 and all must provide a picture identification.
- d. No unit keys, fobs, or parking decals will be given to guests, realtors, housekeepers, delivery people or contractor at any time. Unit owners must provide ALL access at ALL times.
- e. Realtors must provide a Real Estate Contract or listing agreement for a specific unit and proper identification before access to a unit is given.
- f. In regard to New Owners, keys & fobs will not be given to anyone other than the unit owner without a Power of Attorney.
- g. Fobs found with unauthorized people/guests/residents will automatically be deactivated.
- h. Each Registered Resident is given one (1) building fob.
- i. Residents MUST have Fobs & Photo ID's at all times when using Common Areas.
- j. Fobs MUST be used to access all entrances and the garage. Failure to carry Fob which requires front desk to open doors will result in warning, and require Resident to present Identification. Fobs used by anyone other than the Resident shall be immediately deactivated.
- k. Fobs shall not be pirated or duplicated by any knock off service.

- l. Each unit is given one (1) Parking Decal. If lost, a Registered Resident can purchase a new decal for an additional cost of \$50.00 each.

## 8. REGISTRATION OF TENANTS

a. Prior to occupancy, all Tenants must submit an application to the Association, the Association must receive a completed tenant application package along with the related fees and deposits. The approval will take a minimum of 10 business days. Upon tenant approval, the tenant must attend a building orientation with a representative of the Association. Upon completion of orientation the tenant can then schedule to use the service elevator for moving purposes.

b. Upon expiration of a lease, a new lease agreement or renewal of the existing lease agreement will be required. Until such time as a new lease agreement or renewal are provided to the Association, all access devices such as fobs and access cards shall be deactivated.

c. All Tenants must obtain renters insurance/HO6 coverage naming the Association as an additional insured interest.

d. The elevator is scheduled on a first come first serve basis.

e. Association MUST be provided with a copy of a fully executed lease.

f. The unit owner shall have NO right to lease his unit if at the commencement of the lease; the unit owner is delinquent in the payment of Assessments to the Association or has an outstanding fine.

g. In accordance with City of Miami Zoning regulations, no lease shall be for a period of LESS than thirty (30) days. Unit Owners and Tenants may not list units for short term rental (less than 30 days) at any online platform including but not limited to airbnb.com, vrbo.com, booking.com, tripadvisor.com, hotels.com.

h. If a unit owner or Tenant subleases a unit for a period of LESS THEN 30 DAYS fobs will be immediately deactivated.

i. Association MUST be provided a completed Association application, including \$100 application fee per Resident.

j. Association MUST be provided with an Association Lease Addendum signed by both Owner & Tenant. The Addendum will provide for the Tenant's acceptance of these Rules and Regulations and the terms and provision of the Declaration of Condominium.

k. 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 Association application, including \$100 application fee per person.

1. If Tenant/Owner has pets, the Association MUST be provided with a completed Pet Registration form, proof of pet breed, vaccination records and a \$100.00 registration fee. All pets must comply with the provisions of the Declaration of Condominium and are subject to being weighed by management.

#### 9. GUESTS REGISTRATION

a. 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.

b. Registered Residents MUST be present with Management when completing Guest Registration Form.

c. 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.

d. 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.

e. Guests found using a Registered Residents Fob will cause automatic deactivation of the Fob.

10. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No Unit Owner shall make, cause to be made or allow to be made any alteration and/or structural modification to his improved Unit or to the Limited Common Elements, or Common Elements without the prior written consent of the Board of Directors. Any such alteration or modification made without the consent of the Board of Directors, in writing, is subject to removal, without notice, and at the cost of the Unit Owner who make or cause to be made, such alteration or modification, or for whose benefit the alteration or modification was made. All construction pertaining to units must be done Monday through Friday, 8AM-5:00PM. NO construction will be permitted on Weekends or Holidays. Contractors must provide a completed construction package with work permits, proof of liability insurance, worker's compensation coverage and a construction deposit before access is granted to a unit or deliveries are made. All contractors and their worker must register at the front desk and provide identification prior to entry.

11. EXTERIOR APPEARANCE: No improvement may be constructed upon any part of the Common Elements or the exterior of the Units or its Limited Common Elements without the prior written consent of the Board of Directors. The exterior of the Units, including but not limited to balconies, shall not be screened, enclosed, painted, or otherwise modified in any manner without the prior written consent of the Board of Directors, and such consent may be withheld on purely aesthetic grounds, within the sale discretion of the Board of Directors. Unit Owners are prohibited from installing, placing, mounting, or attaching satellite dishes on the exterior of the Condominium. Notwithstanding the foregoing, one portable removable United States flags and other types of United States military flags may be displayed in a respectful way in accordance with

Section 718.113(4) of the Florida Statutes. These restrictions shall not apply to the Commercial Units. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

12. ANTENNA AND WIRING: No radio, television, electrical, lighting or air conditioning installation or other wiring shall be made without the written consent of the Board of Directors, at the Board's sole discretion for aesthetic grounds. Any aerial, wiring, or antenna erected or installed on the balcony, or exterior walls of Units without the consent of the Board of Directors, in writing, is subject to removal, without notice, and at the cost of the Unit Owner for whose benefit the installation was made.

13. DAMAGED COMMON ELEMENTS: Damage to the Condominium Property or its improvements, including but not limited to the Common Elements, caused by any Unit Owner or his lessees, guests or invitees shall be the sole responsibility of such Unit Owner.

14. WINDOW, DOOR AND BALCONY TREATMENTS: Door and window coverings visible from the exterior of the Unit shall be subject to disapproval of the Board of Directors. No awning, canopy, shutter or other projection shall be attached to or placed upon the balcony or outside walls or doors of the Units without the prior written consent of the Board of Directors. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in a Unit, if affixed to the exterior of a Unit, without the prior written consent of the Board of Directors. No clothesline or similar device shall be permitted on any portion of the Limited Common Elements, or Common Elements. The Commercial Units shall be exempt from this provision. Owners are responsible to maintain their own exterior doors and door surroundings. 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 "offwhite." Bed sheets, aluminum foil, or linens may not be used as curtains.

15. FLAMMABLE MATERIALS: No flammable, combustible or explosive fluid, chemical or substance, shall be kept in or on any Unit, Limited Common Element or Common Element.

16. HURRICANE PREPARATIONS: Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by removing all furniture, plants and other objects from his balcony and taking such other actions as may be reasonably necessary to secure the Unit and the Unit Owner's Property, including but not limited to, providing the Association with the name of a responsible individual or company to contact in the event of a hurricane. Any Unit Owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other Unit Owners, and/or to the Common Elements resulting from such failure.

17. HURRICANE SHUTTERS: The Board of Directors shall, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for hurricane shutters. The Condominium Association shall

approve the installation or replacement of hurricane shutters conforming with the Board's specifications. The Board may, with the approval of a majority of voting interests in the Condominium, install hurricane shutters, and may (without requiring approval of the membership) maintain, repair or replace such approved shutters, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if laminated glass, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, is installed, the Board may not install hurricane shutters in accordance with this provision. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Condominium Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Condominium Association.

18. DELIVERIES: The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for a Unit Owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

19. All moving & deliveries pertaining to units must be done Monday-Friday 8AM – 5:00PM. NO moving or deliveries will be permitted on Saturdays, Sundays, after permitted hours or on Holidays. A \$500 deposit is required for all move in/move out and deliveries. An elevator reservation fee of \$100.00 is required for any move in/move out. Elevator reservations are limited to a three (3) hour time slot per reservation.

Large boxes or items that do not fit on valet cart must go through receiving area and service elevator must be used. An elevator reservation and deposit will be required pursuant to these Rules and Regulations.

20. DEVELOPER'S EMPLOYEES. CONTRACTORS AND ASSOCIATION'S EMPLOYEES: No Unit Owner or member of his family or guest shall give orders or instructions to the Developer's or the Association's agents or employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.

21. INSURANCE RATES: No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Common Elements.

22. PERSONAL PROPERTY: The personal property of a Unit Owner shall be stored within his Unit and in no event shall such property be stored or left within or upon other portions of the Common Elements. No personal property items or discarded furniture may be left on the stairways, hallways, corridors or trash chute rooms. No decorations or floor mats are permitted in the hallways & corridors unless approved by the Board of Directors

23. **BALCONIES:** No articles of personal property (including bicycles and scooters) except suitable patio furniture, plants and planters shall be placed on balconies, courtyards or similar areas. Balconies shall not be hosed down in a manner to cause water runoff. No linens, towels, clothing shall be shaken or hung from the balconies. No mops or rugs shall be shaken from the windows or doors. No loose articles shall be left on balconies during the hurricane season. No cooking shall be permitted on any balcony. No barbecues or propane tanks shall be stored or placed on the balconies. Unit owners shall not allow anything to be thrown or to fall from the balconies. No balconies (or any portion thereof) may be enclosed or screened without the prior written consent of the Board of Directors of the Association.

24. **NUISANCES:** No Unit Owner shall make or permit any disturbing noises any place upon the Unit, Limited Common Elements or Common Elements by himself, his family, household employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play or operate any television, radio, appliance, device, musical instrument or other sound equipment, in such manner that same would disturb or annoy other Unit Owners. The owners of Commercial Units shall be exempt from this provision.

25. **SOLICITATIONS:** There shall be no solicitation permitted by any persons, anywhere in or about the Common Elements for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.

26. **CHILDREN:** Each Unit Owner shall be solely responsible for the actions and the actual cost for any damage caused by his children or his visiting children. Playing shall not be permitted in any of the hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated. Unit Owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations. All children under twelve must be accompanied by an adult in the Recreational Areas.

27. **GUEST OCCUPANCY:** Any and all guests of Unit Owners shall be required to comply with all rules, regulations, rights and obligations created by the Declaration and its exhibits.

27. **PETS:** One or two domesticated dogs and/or domesticated cats, up to a total aggregate weight of fifty (50) pounds, may be kept in a Residential Unit by a Residential Unit Owner at any time. Any pet permitted hereunder shall only be allowed to remain in the Residential Unit and at the Condominium Property if such pet is (a) permitted to be so kept by applicable laws and regulations; (b) be kept on a leash not more than six (6) feet long when outside of a unit; (c) not left unattended on balconies or in lanai areas, (d) generally, not nuisance to residents of other Units and sufficiently under control at all times; (e) not a pit bull or other breed considered to be dangerous by the Board of Directors; (e) unruly or aggressive dogs must be muzzled; and provided: (i) Unit Owners shall pick up all solid wastes from their pets and dispose of the same appropriately; and (ii) that neither the Board nor the 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 Board of Directors, each Unit Owner and the Association in such regard. Any landscaping damage or other damage to the Common Elements 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. 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. Guests with service pets should arrive with the service vest on the pet and the proper documentation to present to front desk

28. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner on any part of the Unit which can be seen from the Common Elements or another Unit, or upon any portion or part of the Condominium Property without the prior written consent of the Board of Directors. The Commercial Units and the owners of Commercial Units shall be exempt from this provision.

29. EMERGENCY ENTRY: In case of any emergency originating in or threatening any Unit, regardless of whether the Unit Owner is present, the Board of Directors of the Association or any other person authorized by it, or any management firm, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency.

30. EXTERIOR LIGHTING: To maintain a uniform and pleasing appearance within the Condominium Property, no exterior lighting shall be permitted on balconies or anywhere else within a Unit, Limited Common Elements, or Common Elements, unless first approved, in writing, by the Board of Directors.

31. ASSOCIATION EMPLOYEES. Employees of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties.

32. ROOF. Owners of Residential Units, their lessees, families, and guests are not permitted on the roof for any purpose whatsoever.

33. AIR CONDITIONING UNIT.

No air-conditioning unit may be installed by Unit Owners or occupants without the prior written consent of the Board of Directors. No air-conditioning units shall be installed in/on any window.

34. TRASH CHUTE; GARBAGE AND TRASH DISPOSAL; CLEANLINESS. Use of the trash chutes is strictly limited to between the hours of 7AM and 11PM. Items must be bagged before placing them in the trash chute. Only perishable items or small items can be disposed of in the trash chute. No household goods, appliances, furniture or other items may be disposed of in the trash chute as they will damage the chute and result in a costly. Recyclable Items, such as plastic bottles and containers, tin, aluminum and steel cans, glass bottles and jars, cardboard boxes, newspapers, paper bags and note paper must be disposed of in receptacles made available in the service elevator area on the first floor to be used in accordance with instructions given to all residents/owners by the Association. Large items must be broken down and placed in the recycling area on the first floor after first advising the Association. The Association may charge a trash removal fee of \$500.00 for any such items and may deduct this fee from the deposit provided for a move in/move out/delivery.

35. LIABILITY INSURANCE. All owners must carry liability insurance coverage through an HO6 or other similar policy. Such insurance coverage shall be for not less than \$100,000 per occurrence and name the Association as an additional insured interest.

36. MISCELLANEOUS

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

b. No one under the legal age drinking age may consume alcoholic beverages on the Condominium property at any time.

c. 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.

d. 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.

e. 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.

f. No unit owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

g. 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.

h. No laptop use is permitted in the lobbies.

i. Valet carts may not be used for scheduled move in or move outs.

j. No smoking is permitted anywhere in the building, including pool decks, Recreation Room, hallways, lobbies & stairways.

k. Smokers who habitually smoke cigarettes outside their unit must use ashtrays and not litter the area with cigarette butts.

37. VIOLATIONS.

Upon a determination by the Board of Directors that a violation has occurred, the Board of Directors shall notify the Unit Owner, in writing, of the alleged violation or violations for which said Unit Owner is responsible and the amount of any fine due in connection therewith.

The Association may levy reasonable fines against a Unit Owner, or its occupant, licensee, or invitee, for his/her failure to comply with any provision of the Declaration, the By-Laws, or the Rules and Regulations, after a hearing, as set forth hereinabove. No fine levied by the Association shall become a lien against a Unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. Unpaid fines, pursuant to these Rules and Regulations, shall not constitute a lien on said Unit Owner's Unit or Units. The Board of Directors may bring suit to recover a money judgment for any fines required to be paid to the Association.

Based on mitigating facts and circumstances, the Board of Directors shall have the authority to totally excuse or reduce the amount of the fine established for a violation. The Unit Owner shall be responsible at all times for his family and guests, as well as for his lessees and sub-lessees and their family and guests. Lack of knowledge of the terms of the Declaration, By-Laws and Rules and Regulations shall not constitute a mitigating circumstance hereunder.

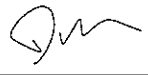
Prompt and sufficient notice shall be deemed to have been given to any Unit Owner alleged to be in violation of any rule or regulation by a letter deposited in the United States Mail, addressed to the Unit Owner at his post office address as it appears on the records of the Association, the postage thereon prepaid. The party alleged to have committed a violation of the Declaration, By-Laws, or Rules and Regulations shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include (1) A statement of the date, time and place of the hearing; (2) A statement of the provisions of the Declaration, Association By-laws, or Association Rules and Regulations which have allegedly been violated; and (3) A short and plain statement of the matters asserted by the Association. The party alleged to have committed such violation shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

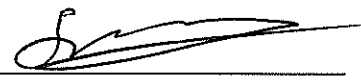
38. These Rules and Regulations shall be cumulative with the covenants, conditions, and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is permitted or is not permitted. These Rules and Regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer. The Board of Directors shall be permitted, but not required, to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the opinion of the Board of Directors.

38. These Rules and Regulations may be modified or supplemented by the Board of Directors.

Adopted and approved this \_\_ day of \_\_\_\_\_, 2020.

OPERA TOWER CONDOMINIUM ASSOCIATION, INC.

By:   
\_\_\_\_\_  
Dean Warhaft, President

Attest:   
\_\_\_\_\_  
Michael Smith, Secretary