



PARQUE TOWERS CONDOMINIUM ASSOCIATION, INC.
AMENDMENT AND RESTATEMENT TO THE RULES AND REGULATIONS

The following changes to the Rules and regulations were approved by the Board of Directors on September 15, 2023

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements, the Condominium Units, and the Condominium in general shall apply to and be binding upon all Unit Owners and applicable to all Units. The Unit Owners 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 (collectively, "Owner Parties"). Violation of these Rules and Regulations may subject the violator and the Unit Owner to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association and the By-Laws of the Association and these Rules. Violations may be remedied by the Association by injunction or other legal means, and the Association shall be entitled to recover in said actions any and all court costs incurred by it, fines together with reasonable attorneys' fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. Except as stated otherwise, the Rules and Regulations as set forth herein shall not apply to the Commercial Units.

THE AMENDED AND RESTATED RULES AND REGULATIONS ARE ADOPTED AND EFFECTIVE AS FOLLOWS:

As used in these Rules and Regulations, unless the context requires otherwise, the defined terms shall have the meanings or definitions listed in the Declaration. All other terms used in these Rules and Regulations shall be assumed to have the meanings attributed to said terms by the Act.

1. RULES AND REGULATIONS:

1.1 Violations should be reported to the Board of Directors or to the officers of the Association or to any designees thereof.

1.2 Violations will be called to the attention of the violating Owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.

1.3 Disagreements concerning violations will be presented to and be judged by the Board of Directors or the appropriate committee, if any, who will take appropriate action.

1.4 Unit owners are responsible for compliance by their guests, family members, employees, agents, visitors, licensees and lessees with these Rules and Regulations.

1.5 **Code of Conduct:** This general code of conduct for all common areas is designed to promote respect, cleanliness, and consideration for others. It is both desirable and expected, and adherence to it is enforceable.

1.6 **Access Control:** Access to common areas is restricted to residents and authorized guests only. The collaboration of the front desk, security personnel, and building services ensures efficient verification of individuals' identities and swift resolution of any unauthorized entry. Proper identification and clearance at the front desk/office are mandatory for entry onto the premises. This is particularly important for rentals and guest room users. Short-term rentals (less than 30 days) are not permitted in the condominium, in line with our bylaws. Violations should be reported promptly and will be addressed by our office team.

1.7 The Unit Owner shall be jointly and severally liable with the Owner Parties to the Association for any amount that is required to repair any damage to the Common Elements resulting from acts or omissions of the Owner Parties.

2. **FACILITIES:** The walk-ways, common parking facilities, open spaces, recreational facilities, sidewalks, driveways, and other Common Elements of Parque Towers Condominium Association, Inc. shall be maintained and administered by the Association for the use and benefit of the owners of the Condominium units in Parque Towers Condominium Association, Inc.

3. **OBSTRUCTIONS:** Sidewalks, entrances, driveways, passages, patios, courts, elevators, vestibules, stairways, corridors, walkways and all Common Elements shall be kept open and shall not be obstructed in any manner by Owner Parties. All portions of every means of ingress and egress for the Condominium shall remain unobstructed at all times and shall be used for no purpose other than ingress and egress to Parque Towers. Rugs or mats must not be placed outside of doors in walkways or corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of a Unit, except such as shall have been approved in writing by the Association. Nothing shall be projected out of any window in the Condominium without similar approval by the Association. No radio or television aerial or antenna shall be attached to or hung from the exterior of the Condominium or the roof thereof, without the consent of the Board of Directors.

4. **CHILDREN:** No person shall play in the corridors, driveways, lounge or stairways or interfere with the operation of the elevator. Adults must exercise reasonable supervision in regards to any person twelve (12) years of age or younger.

5. **DESTRUCTION OF PROPERTY:** No Owner Parties shall mark, mar, damage, destroy, deface or engrave any part of the buildings or Common Elements. Unit Owners shall be financially responsible for any such damage. Each Owner, and any Owner Party selected by the Association, if applicable, is responsible for and shall bear the total cost and expense for the Association to repair and replace any damage to the Condominium resulting from an Owner

Parties' action, such amounts to be collectible by the Association from the Owner in the same manner as an assessment.

6. **EXTERIOR APPEARANCE**: The exterior of the Condominium and all other areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective material, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. Installation of Satellite Dishes by Residential Unit Owners is not permitted, except to the extent required by applicable law. No items may be affixed to the outside walls, balcony, railing, terrace floor or ceiling and no exterior wall penetrations are permitted when running cables.

Each Owner's personal property may be stored only within the boundaries of the Owner's respective Unit. Air conditioning closets shall not be used for storage. No personal items of any kind whatsoever shall be left or stored in any of the Common Elements unless the area has been specifically designated for such purposes (e.g., bicycle storage room).

7. **ROOF**: Only personnel and contractors expressly authorized by the Association or the Manager are permitted on the roof.

8. **FRONT DESK**: All Owners and other persons shall refrain from loitering at the concierge desk after conducting their business with the concierge. The Front Desk telephone shall be used solely for official business. Personal calls are not permitted from this phone.

9. **CLEANLINESS**: All garbage and refuse in the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. No garbage cans, household supplies, bottles, or other articles shall be placed or stored on balconies, terraces, and patios or on any part of the Common Elements except for designated trash collection areas. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any unit windows, doors, balconies, terraces, patios or other portions of the Condominium Property. No Unit Owner shall permit anything to fall from a window, door, or balcony floor onto the Property, nor sweep or throw anything including dirt, water, or other substance onto any other unit balconies, terraces and patios or onto the Common Elements. All refuse must be deposited and placed in areas designated for refuse disposal. Food and beverages may not be consumed outside of a Unit except on the balconies, terraces or patios, which are Limited Common Elements of such Unit.

10. **HAZARDOUS MATERIALS/INFESTATION**: No flammable, combustible or explosive fluids, chemicals or substances, including gasoline and other fuels in containers shall be kept in any Unit or in the Common Elements. No objects or substances that would be subject to infestation or subject to spoilage shall be kept in any Unit or in the Common Elements.

11. **BALCONIES, LANAIS AND ROOFTOP TERRACES:** No hot tubs or other bathing apparatus may be kept on balconies, lanais or rooftop terraces (collectively referred to in this Rule as "Balconies"), other than those provided by the Developer on Penthouse rooftop terraces. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of Balconies or upon any roof areas. No objects shall be hung from Balconies, patios or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors, Balconies, walkways or terraces. Unit Owners shall remove all loose objects or movable objects from the Balconies, walkways and terraces during the hurricane season (June 1st through November 30th) and during period of absences from the Unit. Unit Owners shall not throw trash, cigars, cigarettes or any other objects from Balconies, walkways or terraces. To the extent prohibited by municipal laws or regulations, no cooking shall be permitted on any Balcony, walkway, terrace or roof area of a Unit or the Condominium. Unit Owners shall not allow anything to be thrown or to fall from windows, doors, Balconies, walkways or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, Balconies or terraces of individual Units. No Balconies may be enclosed or screened. Unit Owners are responsible for maintaining the waterproofing and finishings (at Unit Owner's cost) on their Unit's Balconies and roof terrace, if any. No open flame or charcoal grilling shall be permitted on any Balcony, however, this restriction shall not affect the Penthouse roof terraces, if permitted by law. Balconies are not intended for storage, except for outdoor furniture and appliances. Rules and Regulations regarding the Balconies, Terraces, and Lanais shall further be subject to the Declaration at paragraph 3.3(b)-(c).

12. **EMERGENCY ENTRY:** In case of any emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, 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 dwelling for the purpose of remedying or abating the cause of such emergency.

- **Emergency Key:** Every Unit Owner shall provide a copy of the key to the Owner's Unit to the Association. In case of any emergency originating in or threatening any Unit, person, animal, or property, regardless of whether the Owner is present, the Association (which includes the Manager with the prior approval of an Association Director) shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency. The Association shall be entitled to access all Units as permitted in Chapter 718, Florida Statutes and/or the Condominium Documents. The Association shall retain a key to each Unit for this purpose.
- **Change of Locks/Dead Bolts:** No Owner shall install a new lock on a Unit without providing a key to the Association. The vestibule door leading to the common hallway shall have only a keyed dead bolt lock.
- **Owner to Provide Emergency Access:** In the event that a working key to a Unit is not provided or retained in the secured locked box in the Association's office and the Association must enter a unit for emergency or governmental inspection, the Owner shall provide access to the Unit without delay.
- **Locksmith:** If the Association uses the services of a locksmith to access a Unit because there is no key on file, the Unit Owner will be liable for the costs of such locksmith.

- **Damage:** The Unit Owner is responsible for any damage to the Unit and Common Elements resulting from an emergency entry when the Owner's key is not available.
- **Emergency Keys Access Restricted:** Under no circumstances will emergency keys be permitted to leave the office without the supervision of Manager or the Association. Association will not use the emergency keys to permit entry to contractors or guests.

13. **BICYCLES AND SCOOTERS AND SKATING:** Bicycles and scooters must be placed, parked, or stored in units or designed bicycle racks and not in any common areas. These bicycle racks are located in the garage. Bicycles and scooters may not be transported in passenger elevators and must be transported in service elevators. The use of bikes, scooters, skates (roller-blades, roller-skates, skateboards, etc.), and similar items within common areas must be reasonable. All bicycles should be locked at all times when stored in racks and should be registered in the office and allotted a permit number.

14. **ATTIRE:** Unit owners and all Owner Parties shall not appear in or use the Common Areas except in appropriate attire. No bare feet are allowed in the lobby, elevators, stairways, or parking areas. All persons passing through the Lobby and all persons using the elevators shall wear appropriate attire, including shoes and shirts or coverups. Except while at the pool area, outdoor grounds and parking garage, Owners and all other persons shall wear appropriate attire, including shoes, and shirts or coverups, while in the Common Elements of the Condominium. No wet clothing is permitted to be worn in any area of the Common Elements, including in elevators, except while at the pool area, outdoor grounds and parking garage.

15. **PLUMBING:** Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.

16. **TRASH CHUTE:** All refuse, waste, bottles, cans, etc. placed in the trash chute located in the common residential hallway on each floor, shall be securely wrapped in plastic garbage bags and sent down the trash chute in a container not exceeding the diameter of the chute. Use of trash chutes shall comply with all posted instructions and may be used only between 8:00 A.M. and 10:00 P.M. Heavy items intended for disposal shall be placed in the trash room and not thrown down the trash chute. Items to be disposed in the recycling chute shall be disposed as such. To prevent blockage of the trash chute system, under no circumstance may loose items, boxes, or any construction type materials be placed down the trash chute. No construction materials, boxes, paint cans, and the like shall be placed in any trash chute. Construction debris must be hauled away by the contractor and appropriately disposed. Unit Owners shall not place any trash or debris on any portion of the emergency staircases or outside a Unit's door. The Association may fine Residents in violation of these regulations and cause Residents to pay the cost of unblocking the trash chute system, or both. Any trash or boxes left in the door or corridors are subject to fines by the Association and/or notices to relocate and dispose of boxes or other items. Rules and Regulations regarding Trash Removal/Trash Facilities shall further be subject to the Declaration at paragraph 22.4. After using the trash chute, all users must close the door that leads to the trash chute.

17. **EMPLOYEES**: Neither employees of the Association nor employees of any management firm shall be sent off the Condominium Property by any Unit Owner, except in the Unit Owner's capacity as an officer or director of the Association, Except where authorized by the Association or Board of Directors, no unit owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association and/or any management firm. Employees of the Association shall not be directed to do or sent out by Unit Owners for personal errands, and shall not perform work for Unit Owners in the Units or perform personal services during their working hours, except for work or services authorized by the Board of directors of the Association, or its agents. In the event that any Association employee does perform such personal services for a unit Owner (regardless of when they are performed), such performance shall be deemed outside of the scope of their employment by the Association and the Association shall not be responsible in any manner for such employees (including, without limitation, their tortious acts, injuries and remuneration).

17.1 Maintenance personnel shall not perform maintenance services, interior work and improvements or repairs in Residential Units unless directed to do so by the Association. Janitorial personnel shall not perform cleaning services in Residential Units unless directed to do so by the Association.

18. **COMMERCIAL PROHIBITION**: No residential Condominium Unit may be occupied or used for any commercial or business purpose, however, offices as an ancillary use shall be permitted to the extent allowed by applicable zoning regulations. No Unit may be occupied or used for any commercial or business purpose other than as a home office which does not require the presence of anyone other than the Unit Owner, unless approved in writing by the Board.

19. **COMMON FACILITIES**: Unit Owners shall cooperate with the Association or any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.

20. **HURRICANE PREPARATIONS**: Unit Owners and lessees who plan to be absent from their Unit during the hurricane season (June 1st through November 30th or as designated by the National Weather Service) must prepare their Unit prior to departure by:

20.1 Removing all furniture and plants from the Unit's patio or balcony.

20.2 Designating a responsible firm or individual to care for their Unit during their absence in the event that the Unit should suffer hurricane damage, and furnish the Association, any management firm or other designate with the name of such firm or individual. Such firm or individual shall be subject to approval by the Association. The designated firm or individual shall contact the Association, any management firm or other designate for permission to install or to remove hurricane shutters.

20.3 In the event the Association is required, for the safety and protection of the building, to enter a Unit and secure anything left on the balcony or to close shutters, the Unit Owner will be responsible to the Association for a \$1,000.00 service charge to be collected in the same manner as an assessment.

21. **GUESTS:**

21.1 Guests are permitted when authorized by the current resident of a Unit upon arrival or by prior written notice to the Association. A guest is defined as someone other than: (1) the Unit Owner, or (2) approved Lessees, or (3) a registered resident of the Unit, or (4) a Unit Owner's or Lessees' immediate family member (spouse, domestic partner, child, parent, grandparent, sibling or grandchild) who resides in the Unit together with the Unit Owner or approved Lessees and is registered with the Association as a resident ("Guest").

21.2 Unit Owners and Lessees shall notify the Association's Management Office or Front Desk, in advance by written notice, no less than 48 hours prior to the arrival of the Guests, of the arrival and departure dates of Guests who have permission to occupy the Unit in the absence of Unit Owners and Lessees. Unit Owners and Lessees must have such Guests check in at the Management Office or Front Desk upon arrival in order that service can be extended to them in the way of telephone calls, incoming mail or notification of any emergency which might arise. Please note that all Guests must be registered with the Management Office prior to their arrival and Guests accessing a Unit, while the Unit Owner or lessee is not present, will only be considered registered if a properly completed and executed Guest Registration Form (a copy of which is attached) has been submitted to the Management Office. Additionally, Guests must show proper and valid proof of identification (ex. State Issued ID Card, Driver's License and/or Passport) upon check in.

21.3 Guests must be accompanied by an adult Unit Owner, Lessee or registered resident of the Unit in order to access and utilize the amenities of the Condominium Property. No more than three (3) Guests per Unit may access and utilize the amenities at one time. Unescorted Guests are strictly prohibited from using the amenities of the Condominium Property. Guests are strictly prohibited from inviting their own guests to the Condominium Property.

21.4 Unit Owners and Lessees are responsible for their Guests' adherence to the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations of the Association. Any and all Guests may be asked to leave and their stay terminated for violation of the Association's governing documents, including the Rules and Regulations.

22. **PARTIES AND GATHERINGS IN PRIVATE UNITS:**

- **Notice:** The Association requires that any Owner having a private event in the Owner's Unit for more than ten people inform the Management Office in writing no less than two business days in advance. The notice must include a list of the names of all guests. Guests who are not named on the list will not be permitted access to the building. For security reasons it is not permissible to give blanket approval to allow unverified guests onto the premises.
- **Additional Security and Valet:** All events of more than 20 people may require at the expense of the hosting Owner an additional security guard to escort guests to and from the lobby to their event, and at least one additional valet. This will be determined by the discretion of the board and management. Management will arrange for the additional

staff and bill the Unit Owner for the costs which shall be collectible in the same manner as assessments. This amount shall not exceed \$500.

- **Parking:** Parking for vehicles of guests attending private events is restricted to ten vehicles. In the event a unit has more than ten guest vehicles or the valet lot is at full capacity, guests will be redirected to the municipal parking garage.

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23. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS:** Owners will maintain their Units at all times in compliance with all laws, zoning ordinances and regulations of all government authorities having jurisdiction over the Property.

24. **REPAIR WORK:** No repairs will be performed within a Unit by an owner, contractor, or subcontractor prior to 8:00 A.M. or subsequent to 6:00 P.M. No work will be performed on Sunday. The foregoing shall not apply to the Developer for so long as the Developer is holding units for sale in the ordinary course of business.

24.1 Residents are required to submit an authorization form to the Management Office in writing so that maintenance contractors, delivery persons, tradespersons and vendors can access their Units. All such persons must leave their driver's license at the front desk and receive a name tag before entering the building or property.

24.2 All contractors performing work in a Residential Unit shall be properly licensed and insured.

24.3 Copies of all required permits and documents shall be submitted to the Management Office and the relevant credentials of the contractor shall be posted and visually available next to the entrance of the Residential Unit prior to the commencement of work.

24.4 Applications for construction permits, including but not limited to, flooring, electrical, mechanical, plumbing, fire safety and sprinklers, and structural modifications and improvements in Residential Units must be accompanied by a letter of approval signed by an Officer of the Association.

24.5 All parties involved in any work conducted within a Residential Unit shall adhere to the Designer/Contractor Regulations adopted by the Association from time to time.

24.6 The Association retains the right to adopt additional rules with regard to repair work.

25. **WINDOWS, SLIDING GLASS DOORS, AND SHUTTERS:** No Unit shall have aluminum foil placed in any window or glass door or any reflective or tinting substance placed on any glass, except such as may be approved by the Board for energy conservation purposes. Unit Owners are responsible for the cleaning and preventive maintenance of their Unit's sliding glass doors, windows, and hurricane shutters.

26. **PASS KEY:** The Association may retain a pass-key to all Units. If a Unit Owner alters, replaces or changes the lock cylinder on the Unit's front door, the Unit Owner shall provide the

Association with a copy of the new key(s) within twenty-four (24) hours. Unit Owners are responsible for the replacement of lost keys or security access control fobs or the purchase of additional keys. Each replacement fob costs \$50.00 and no more than three (3) fobs shall be assigned to each Unit.

27. KEY FOB (Key Cards, FOBs, and Garage Clickers) POLICIES:

- **Building Access FOBs:** Access FOBs (including Key Cards and Clickers) allow the properly registered user to access various points of entry to the building, amenities, parking garage, and elevators.
- **Number of Access FOBs:** Each Unit is authorized a maximum of three (3) access FOBs. Each FOB must be associated with a named properly registered Owner or resident. It is the Owner's responsibility to have a key FOB in their possession, and use it for access, at all times. Additional fobs will be available for purchase in the management office for \$50.00. Additional fobs will also need to be associated with a properly registered Owner and/or resident.
- **Unauthorized Persons:** Owners may not give FOBs to unauthorized persons including friends, non-resident family members, contractors or housekeepers. Unauthorized distribution of FOBs compromises the safety of all Owners.
- **Lost or Damaged FOBs** may be purchased by authorized persons from the Manager. Lost, damaged or replaced FOBs will be deactivated.
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28. SIGNS AND FLAGS: No sign, advertisement, flag, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except in a place, style and manner approved by the Board. However, 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 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. Rules and Regulations regarding Signs shall further be subject to the Declaration at paragraph 22.2.

29. STORAGE: The personal property of Unit Owners must be stored in their respective units or in assigned storage lockers or spaces, if any. Unit owners are responsible to see that nothing is placed in the storage areas which would create a fire hazard. Nothing will be done or kept in a Unit which will either increase the Association's cost of insurance or result in the insurance being cancelled.

29.1 Unit Storage Space: Residents are required to store all their belongings within their assigned storage space. It is strictly prohibited to store any items outside of this designated area. Any belongings found outside of the designated space will be considered unwanted and removable trash, subject to removal without prior notice.

29.2 Common Areas Storage: Storage of personal items in common areas, including parking lots, is not permitted.

30. STRUCTURAL MODIFICATIONS: No Unit Owner will permit any structural modification or alteration to be made within a residential Condominium Unit without first obtaining the written consent of the Association, which consent may be withheld in the event a majority of the

Directors determine, in their sole discretion, that such structural modification or alteration would affect or in any manner endanger the Condominium Property. If the modification or alteration desired by the Unit Owner involves the removal of any permanent interior partition, the Association will have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition and so long as the removal thereof would in no manner affect or interfere with the providing of utility services constituting Common Elements.

31. **FIRE DOORS**: Unit owners shall not use fire doors for ingress and egress except during an emergency.

32. **SMOKE DETECTORS**: Whenever an Owner causes a smoke detector in the Condominium to go into alarm mode, or tampers with any life-safety system equipment including, but not limited to, speakers and fire sprinklers, the Unit Owner shall be fully liable to the Association for any and all fees, fines and other charges imposed by the City of Sunny Isles Beach, Miami-Dade County, the Fire Department and any other governing authority having jurisdiction, the cost to repair or reset any life safety equipment and attorneys' fees and costs incurred in the collection of such amounts. The Unit Owner shall pay the charges within ten days of notice from the Association. The Association is authorized to collect such amounts in the same manner as an assessment.

33. **SMOKING**: SMOKING AND VAPING ARE PROHIBITED in all indoor and outdoor Common Elements of the Condominium including, but not limited to, the lobby, elevators, hallways, pool, pool deck, pet relief area and front building entry. All smoking materials must be extinguished and disposed of prior to entering the Condominium Common Elements. As to the parking garage only, smoking and vaping are prohibited in the parking garage when outside of a vehicle. When smoking or vaping inside of an individual Unit or balcony attached to the Unit, the doors to the elevator vestibule, hallways and entry foyer must be kept closed to prevent smoke and odors from being drawn into the elevator shaft or hallways. Under no circumstances shall any smoking material be discarded over a balcony.

34. **LIMIT ON OCCUPANTS**: No Unit may be occupied on a permanent basis by more persons than two (2) per bedroom.

35. **DESIGNATED AREA FOR PETS**: All pets may only be walked in designated paths and areas for such purposes. No pet may pass through the Lobby unless it is held in the accompanying person's arms. If so designated all pets shall instead enter and exit the Condominium building through the service or other separate entrance designated by the Association for this purpose. Pets shall never be allowed to run freely upon any of the Condominium Property except within a Unit, and when outside of a Unit shall be leashed and in the company of an individual willing and able to fully control it. Larger pets (30 pounds or larger) must use service elevators, unless they can be safely handled and carried by their owner. Owners are responsible for cleaning up after their pets. Permitted pets include dogs, cats, and caged small birds or aquarium fish. Any other pet species requires consultation with the office to ensure compliance with health and legal regulations. This provision is subject to the exception of service animals as defined and in accordance with the American with Disabilities Act (ADA).

All pets must be registered and have a pet tag attached to collar or leash. Pet owners must only use the designated pet area to walk their dogs. Pet owners are not to use the front valet area, entrance to both the East and West towers, parking garage, corridors, pool area or lobbies to walk their dogs. All dogs must be leashed, carried or in dog strollers at all times while in the grounds.

In the event of an “accident” it is the responsibility of the pet owner to clean up the mess immediately. Pets are not to be left alone on balconies, corridors or any common area. While inside the unit, owners must be considerate with neighbors as it relates to pet noise, including but not limited to, minimizing barking.

Rules and Regulations regarding Pets shall further be subject to the Declaration at paragraph 17.3.

36. **LEASES**: If a Unit Owner leases its Residential Unit, the Residential Unit shall be leased in its entirety. The Unit Owner shall provide no less than seven (7) days’ notice of the leasing of the Residential Unit, including a copy of the applicable lease agreement. The Unit Owner shall be jointly and severally liable with the tenant to the Association for any amount that is required to repair any damage to the Common Elements resulting from acts or omissions of the Tenant. All tenants shall abide by the covenants, terms, conditions, and restrictions of the Declaration of Condominium, Bylaws and these Rules and Regulations. Each tenant shall give the Association a security deposit in an amount not to exceed one month's rental amount. When a Residential Unit is leased, the grant shall have all of the use rights of the amenities and Common Elements of the Association Property, except for the social room. Each tenant shall schedule an orientation with the management of the Condominium. The Unit Owner shall have no such rights except as a guest. Subleasing of Residential Units shall be prohibited. The term of any lease shall comply with Articles of Incorporation, Declaration of Condominium, By-Laws, and applicable laws. No rental shall be less than 30 days and the use of AirBnb, VRBO, or similar short-term rental scheduling resources are strictly prohibited. However, Guest Suites may be used by verified Guests of unit owners for less than 30 days.

All leases, occupancy agreements, and sales of Units, and/or assignment of parking spaces, must first be approved by the Association Board in writing. Applications and instructions for purchase, lease, or assignment are available from the Management Office. The Board of Directors shall have authority to prescribe such requirements, forms, and fees in connection with the processing of an application for purchase or lease, as well as establish criteria from time-to-time, as are reasonable and not in conflict with the Articles of Incorporation, Declaration of Condominium, By-Laws, and applicable laws.

37. **NOISE RESTRICTIONS**: No annoying, disturbing and/or unreasonably loud noises are permitted in a residence or on the Common Elements by Unit Owners or the Unit Owner's family, employees, agents, visitors or guests, nor any conduct permitted by such persons or pets that will interfere with the rights, comforts or conveniences of other residents. No Unit Owner shall play any musical instrument, nor operate a stereo sound system, radio, television or sound amplifier in a Unit in such a manner as to disturb or annoy other residents.

38. **SOLICITATION & LITERATURE**: Unit Owners shall not distribute letters, literature or solicitations of any kind on the premises, including but not limited to hanging items or passing items under the doors of other Units, without the prior written consent of the management office.

39. **INSURANCE**

39.1 Commercial Unit Owners shall at all times maintain Commercial General Liability Insurance naming the Association as an additional insured, covering claims arising from personal injury, death and property damage with a combined single limit liability amount of not less than One Million Dollars (\$1,000,000.00) for each accident or occurrence per person or arising out of the maintenance, use or occupancy of a Commercial Unit, and shall provide the Association with a Certificate of Insurance evidencing such coverage.

39.2 Any Commercial Unit Owners engaging in business within a Commercial Unit, and all tenants and sub-tenants of a Commercial Unit Owner shall carry Workers' Compensation and Employers' Liability Insurance covering all employees of the tenant, as required by the laws of the State of Florida, and shall provide the Association with a Certificate of Insurance evidencing such coverage.

39.3 All Commercial Unit Owners, their tenants or sub-tenants shall carry Plate Glass Insurance coverage in a commercially reasonable amount, and shall provide the Association with a Certificate of Insurance evidencing such coverage.

39.4 Commercial Unit Owners and their tenants or sub-tenants shall provide the Association with a certificate of liability and Workers' Compensation and Employer's Liability Insurance coverage for each and every contractor or vendor performing construction or maintenance operations within a Commercial Unit. The certificate shall indicate a combined single limit liability amount of not less than One Million Dollars (\$1,000,000.00) for bodily injury, property damage and statutory workers' compensation and shall name the Association as a certificate holder.

39.5 Commercial Unit Owners and their tenants or sub-tenants shall provide the Association with a Certificate of Insurance evidencing all Risk and Property coverage for any and all additions, alterations and improvements to the Commercial Unit prior to making any additional alterations or improvements to a Commercial Unit.

39.6 All of the insurance requirements in this Section 32 shall be included in any lease or sublease for a Commercial Unit within the Condominium.

40. **PARKING**: The use of the parking facilities is subject to these Rules and Regulations, as amended from time to time, and violations will result in the denial of access to the parking facilities.

40.1 No vehicle will be permitted to be self-parked in the parking facilities which has not been registered with the Association, and no vehicle will be permitted to park in any space except the space it has been registered to. Designated parking spots are exclusively for use by the owners or those authorized by them in writing and submitted to the management office. All vehicles

parked within the premises must be registered at the Office. Unauthorized vehicles or those parked in spaces not allocated to them may be subject to towing at the owner's expense, without prior notice.

40.2 Each unit will have the option to register at least two (2) vehicles per unit. Such allocation is determined by the number of assigned parking spots each unit is granted on closing contract with Developer. This will be either one (1) or two (2) valet spots and one (1) or two (2) assigned self-parking spots. For self-parking, each Unit will be provided with an RFID tag. Each unit owner will have the option to opt-in to one (1) or two (2) valet parking spaces as determined by the number of assigned parking spots each unit is granted on closing contract with Developer. The costs per valet parking space will be \$250 per month.

40.3 The assigned parking spots (both valet and self-parking) may also be utilized by guests of the unit owners. Guests must register, before arrival, with the Condominium and receive authorization from management and the unit owner to use these parking spots. If a guest requires an RFID tag for accessing a self-parking spot, it must be returned to the unit owner or designated location upon departing Parque Towers. Guest parking will cost \$5 for 0-6 hours and \$20 for 6+ hours.

40.4 Nothing other than permitted vehicles may be placed or stored in parking spaces.

40.5 No vehicle maintenance of any type may be performed in the parking facilities.

40.6 Parked vehicles must be kept in good operating condition free of leaks.

40.7 The Condominium Association reserves the right to inspect any parking space and any vehicle within them at any time.

40.8 No parking space may be used or occupied for any purpose other than parking approved vehicles, including but not limited to cooking, sleeping and storage.

40.9 No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of the parking facilities.

40.10 Parking is subject to applicable capacity.

41. **PERISHABLE FOOD DELIVERIES:** Deliveries of groceries, food, and goods should be directed to the front desk. Residents may either collect the deliveries themselves or authorize front desk personnel to have the delivery person bring items to their unit after proper identification. The Association, Management and Front Desk staff members will not accept or hold any perishables. Perishable deliveries of food, fresh items, gifts such as meals, baked goods, groceries and similar items will not be accepted and stored by the front Desk. Residents are responsible for arranging to meet delivery drivers (i.e., Door Dash, Instacart, Uber Eats, pizza delivery, etc.) to retrieve their perishable items; the Resident will be responsible to meet the delivery person at the Front Desk. No food or delivery personnel will be allowed to the

residential floors. When the delivery person arrives at the Building, the Front Desk will call your Unit. A telephone number is necessary for the Front Desk to contact you. Individual situations involving disabilities, etc., should be brought to the attention of Management. The Association recommends including specific drop-off instructions for your delivery person when placing orders for perishable food deliveries. For example, "Do not leave my groceries at the desk. Text me and I will meet you in the lobby." The Association will not accept and is not responsible for any perishable items left at the Front Desk. Any perishable item that is not picked up in accordance with the above process will be turned away.

42. **DOMESTIC INVITEES**: Domestic Invitees (ex. housekeepers, childcare providers, dog walkers or service providers) of Unit Owners or Lessees are required to enter the Building only through designated entry points and may not use the recreational amenities. All Domestic Invitees must be registered with the Association and are not allowed to use access cards; Unit Owners or Lessees are responsible to provide Domestic Invitees with keys to the Unit.

43. **TROLLEYS/LUGGAGE CARTS**: Trolleys / Luggage carts borrowed from the front desk should be promptly returned to their designated location outside each tower's entrance. Any resident wishing to borrow a trolley or luggage cart must present a valid form of identification to the front desk staff. The form of identification will be retained by the front desk until the borrowed item is returned. Leaving trolleys in corridors or elevators is not permitted.

44. **DRONES**: The use of drones within common areas is prohibited. Please contact the management office for specific requests.

45. **RECEIVING HOURS**: The receiving hours of operation are from 8:30 am to 5:00 pm. These hours shall be subject to change in light of holidays, weekends, or otherwise. Please contact the office with specific requests.

46. **TRANSFER FEES**: In connection with the approval of the sale, mortgage, lease, sublease, or other transfer of an Association unit, the Association charges \$150 per applicant. This is separate than any fee that might be charged the management company. For the purpose of calculating the fee, spouses or a parent or parents and any dependent children are considered one applicant. All applications shall be subject to an approval process that is governed by the Association.

47. **SECURITY DEPOSITS**: The Association may require that a prospective lessee place a security deposit, in an amount not to exceed the equivalent of 1 month's rent, into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements or Association property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in part II of Florida Statute chapter 83. In the event where a tenant rents a specific unit, the tenant shall be directly responsible for the subject security deposit.

48. **TRANSFER FEES**: The Board has the right to charge up to the statutory limit for applications of lessees/tenants under 718.112(2)(k).

49. **MOVING IN OR OUT:**

- **Professional Moving Companies:** Moving in or out of the Condominium Property may only be accomplished by professional, licensed and insured moving companies.
- **Scheduling:** Owners must schedule their move in or move out date with the Manager at least two business days in advance of the move and approval is subject to elevator availability. A current certificate of insurance for the moving company naming Parque Towers as a certificate holder and additional insured must be submitted to the management office not less than 24 hours prior to the move. Only one move in or one move out is permitted per day.
- **Moving Hours** are 9:00 a.m. to 5:00 p.m., Monday through Friday, unless approved by the Board of Directors in writing. All moves must be completed by 5:00 p.m. No moving in or out is permitted on weekends or holidays.
- **Damage Deposit:** A refundable damage deposit of \$750.00 shall be deposited with the Association for all move-ins and move-outs. Unit Owners are responsible for the cost to repair any and all damages to any Condominium Property or to the property of any other person, and for injury resulting from moving, which may exceed the amount of the damage deposit.
- **Maintenance Fee:** To mitigate wear and tear on the building and to ensure proper aesthetic appeal, all unit owners leasing their units out to prospective tenants shall be responsible for paying a non-refundable moving fee of \$500 for each scheduled move-in/move-out totaling \$1000 per lease. Security personnel and cleaning crew will be available to oversee the move.
- **Inspection:** At the end of the move, the Condominium property will be inspected, and the damage deposit returned, provided that no damage has occurred. The estimated cost to repair any damage to the Condominium Property incurred during the move in or move out shall be deducted from the refundable damage deposit and from any security deposit if the damage deposit is insufficient to cover all damages and injuries. The Unit Owner and a tenant shall be responsible for any amount of damages in excess of the damage and security deposits.

50. **REQUESTS FOR INFORMATION:**

1. In accordance with Florida Statutes and the Parque Towers Condominium Documents, the following are the rules regarding the inspection of the Association's records and responses to written inquiries:

- a) All requests for inspection or copies of documentation and communications to the Association must be made to the Association in writing (which includes e-mail requests).
- b) In accordance with Florida Statutes, the Association will respond to a Unit Owner's written request within ten working days after receipt of the request.
- c) The Association will accommodate three written requests for inspection of documents per Unit in any given 30-day period, at a time mutually agreed upon by the Association and the Unit Owner. If a Unit Owner makes more than three requests within a 30-day period, the first three requests will be answered and additional requests will roll over to the next 30-day period.
- d) Without exception, the Association's management company must also comply with building policies.

- e) Unit Owners may obtain copies of Association records at a cost of \$0.50 per page, or \$1.50 per page for data faxes. There is no charge for copies emailed in digital format.
- 2. The following records are **not** available for inspection or copying:
 - a) Records protected by attorney-client privilege and/or attorney work product;
 - b) Information obtained by the Association in connection with the approval of a lease or sale;
 - c) Personnel records, budgetary or financial records that indicate the employee's compensation;
 - d) Medical records of owners or residents;
 - e) Social Security numbers, credit card numbers, driver's license numbers, fax numbers, email addresses;
 - f) Electronic security that the Association uses, such as passwords; and the software and operating system that the Association uses that permits the manipulation of data.

51. **COMPLIANCE**: Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration and By-Laws of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or By-Laws, provided the Owner or occupant is afforded an opportunity for a hearing before a Unit Owners' committee established by the Board of Directors, and the following procedures are adhered to:

51.1 Notice: The Association shall at least fourteen (14) days prior to the hearing, notify the Owner or occupant of the time and place of the next Unit Owners' committee hearing and a statement of the provisions of the Declaration, By-Laws, or rules that have been allegedly violated.

51.2 Hearing: The party against whom the file may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. A written decision of the committee shall be submitted to the Owner occupant not later than twenty-one (21) days after the meeting.

51.3 Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount of \$100.00 (or such greater amount as may be permitted by law from time to time). Notwithstanding the foregoing, if the committee of Unit Owners described above does not agree with the fine, the fine may not be levied.

51.4 Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. No fines shall exceed One Hundred (\$100.00) Dollars per violation, or One Thousand (\$1,000.00) Dollars in the aggregate (or such greater amount as may be permitted by

law from time to time). In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

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

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

51.7 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.

PARQUE TOWERS CONDOMINIUM ASSOCIATION, INC.

FITNESS CENTER/GYM RULES & REGULATIONS

(MUST BE POSTED ON ANY RULES SIGN AT GYM).

The following changes to the Fitness Center/Gym Rules and Regulations were approved by the Board of Directors on September 15, 2023.

- All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Parque Towers Condominium Association, Inc from liability for their use of the Parque Towers facilities as determined from time to time.
- It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions. All equipment must be used in accordance with manufacturer's recommendations.
- It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility from damage to their health if the foregoing representations are not and do not continue to remain true.
- Regular operating hours for the fitness facilities will be posted by Parque Towers and may be changed from time to time.
- No physician or nurse will be on duty.
- All members and their guests must sign in.
- All weights and pieces of equipment must be returned to their proper places at the completion of use.
- **Sportswear:** It is mandatory to wear appropriate gym attire and footwear for hygiene and safety purposes. Casual workout attire is acceptable at the fitness facilities including tee-shirts, tank tops, gym shorts or warm-up pants for men; leotards, tights, tee-shirts, tank tops, gym shorts or warm up pants for women. Only aerobic, sneaker shoes or tennis shoes may be worn at the fitness facility and in the aerobics studio.
Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought onto the premises.
- No bare feet are permitted in the locker room.
- No clothing or personal articles may be stored under benches or in the common areas.
- Children under the age of twelve (12) may not use the gym unless accompanied by and in the presence and subject to the supervision of an adult. Children under twelve (12) years old can only use gym equipment under the strict supervision of a certified Personal Trainer, as per the Guidelines of the American Academy of Pediatrics.
- Minors over the age of twelve (12), (ages twelve (12) through eighteen (18)), may use the Facilities without the presence of a Parent or Guardian so long as the bottom portion of the 'Spa and Fitness Waiver Release of Liability and Assumption of Risk Acknowledgement' form is executed by both the minor and their legal guardian.
Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities is strictly prohibited.

- Noise Control: To ensure a peaceful environment for all residents, please maintain minimal noise levels. Shouting or loud conversations are not allowed. Please use individual headsets rather than playing audio through speakerphones or cellphones. Personal electronics should be enjoyed at a volume so as not to disturb fellow members.
- Equipment Etiquette: Users are required to wipe down equipment after use and return all items to their designated places.
- Personal trainers must register with the Front Desk and shall be considered guests of the First Party while on the Association's Property. Personal trainers may use the equipment and facilities only for instructional purposes of Association residents and must comply with all Association regulations in order to utilize the Facilities. A certificate of insurance (COI) including evidence of liability of WC or appropriate WC waiver must be submitted to the association prior to trainers being present on the premises. Additionally, a hold harmless agreement may be required to be signed.
- Respect for Others: Kindly allow others to work in between sets and be mindful of their workout space.
- Other: Baby strollers, scooters, bikes, and similar items are not permitted to stay or be parked in the gym at any time.
- The Board of Directors may impose fines against any applicable Unit that is in violation of the aforementioned rules and regulations up to the maximum amount of \$100.00 (or such greater amount as may be permitted by law from time to time).

RESIDENTS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH.

PARQUE TOWERS CONDOMINIUM ASSOCIATION, INC.

POOL AND SPA/SAUNA RULES & REGULATIONS

(MUST BE POSTED ON ANY RULES SIGN AT POOL/SPA/SAUNA).

The following changes to the Fitness Center/Gym Rules and Regulations were approved by the Board of Directors on September 15, 2023.

All persons using the pool (includes swimming pool, pool deck, and surrounding areas) and spa/sauna do so at their own risk and may be required to execute such forms releasing the Parque Towers Condominium Association, Inc from liability for their use of the Parque Towers facilities as determined from time to time.

- **Guest Policy:** Residents are allowed to bring a limited number of guests to the pools (3 adults and 3 children per unit).
- **Towels Cards / Pool Admittance:** Every individual, including owners, renters, guests, and guest room clients, must possess a non-transferable pool card for towel retrieval and pool area access (entrance control). Cards will be returned upon the submission of used towels. Lost cards incur a fine of \$50.00 (Fifty US Dollars) each. Cards can be obtained from the office during office hours. For those planning to visit the pool area on weekends, it's recommended to acquire their individual pool card in advance, as entry will not be permitted without one.
- **Towel Service:** The towel service hours are from sunrise/dusk to sunset/dawn. This schedule may be subject to change from time-to-time (reduced hours to sunset).
- **Supervision:** Children under the age of twelve (12) must be always accompanied by and under the supervision of an adult at all times.
- **Pool and Spa/Sauna Hours:** The swimming pool hours and pool area operation are from sunrise/dusk to sunset/dawn. This schedule may be subject to change from time-to-time (reduced hours to sunset) as regular operating hours for the pool and spa/sauna may be changed from time to time.
- **Hygiene:** Residents are encouraged to shower before entering the pool, especially after using the gym facilities. Small children may use the adult swimming pool if they are wearing appropriate and specially fitted swimming diapers.
- **No Glass:** Glass containers are strictly prohibited in the pool area to prevent potential accidents.
- **Food/Drinks:** Enjoying food and drinks at the pool bar area is permitted, but they are not allowed in the swimming pool areas (any areas outside of the pool bar area). Proper disposal of waste in designated bins is expected.
- **Noise Levels:** Residents are expected to moderate noise levels to ensure a peaceful environment for all. Both management and security reserve the right to remove individuals/parties that are being unruly and exceeding expected noise levels.
- **Play Ball / Inflatables / Water Guns Toys:** Playing with balls, water guns, or using adult inflatables inside or around the swimming pools is not allowed. The use of small kids' inflatables and adult flotation tubes is permissible.
- **Proper Pool Attire:** Appropriate attire is mandatory in the spa, sauna, and swimming pool areas for hygiene, comfort, and safety reasons.
- **Smoking / Vapes:** The use of any form of smoking or vaping is prohibited in the swimming pool area and all common areas of the building in accordance with Florida Law.

- **Spa/Sauna Age Restriction:** The Spa and Sauna facilities are intended for adult use only. These areas are not suitable for children to play in. Children under the age of twelve (12) are not permitted to use the Spa or Sauna.
- The Board of Directors may impose fines against any applicable Unit that is in violation of the aforementioned rules and regulations up to the maximum amount of \$100.00 (or such greater amount as may be permitted by law from time to time).

RESIDENTS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH.

PARQUE TOWERS CONDOMINIUM ASSOCIATION, INC.

GAME ROOM/MOVIE ROOM (4th FLOOR) RULES & REGULATIONS

(MUST BE POSTED ON ANY RULES SIGN AT GAME ROOM/MOVIE ROOM).

The following changes to the Fitness Center/Gym Rules and Regulations were approved by the Board of Directors on September 15, 2023.

- **Age Restriction:** Unaccompanied children and youths under the age of sixteen (16) are not permitted to use the game room alone.
- **Equipment Care:** Users of game equipment must register for use at the front desk. Residents are responsible for maintaining the game equipment they borrow and promptly reporting any damages.
- **Fair Play:** Encourage fair and respectful behavior during game sessions.
- **Reservations:** Residents have the option to book the game room / movie room for private events, subject to availability and specific guidelines-at a maximum occupation of 40 people at the time. However, as these are common areas, they should remain accessible to all residents.
 - **Game Room:** Private events in the game room will require a fully refundable security deposit of \$1500, event insurance, liability waiver signature, and non-refundable up-front cleaning fee of \$250. All private events in game room will require at the expense of the hosting Owner an additional security guard to oversee the event and escorts guests to and from the lobby. This amount shall not exceed \$500.
 - **Movie Theater:** Private movie theater events will require a fully refundable security deposit of \$250, liability waiver signature, and a refundable cleaning fee of \$150 (depending on inspection).
- **Noise Control:** Please maintain a reasonable noise level during your use of the room to ensure a peaceful environment for other residents.
- The Board of Directors may impose fines against any applicable Unit that is in violation of the aforementioned rules and regulations up to the maximum amount of \$100.00 (or such greater amount as may be permitted by law from time to time).

PARQUE TOWERS CONDOMINIUM ASSOCIATION, INC.

KIDS' ROOM (5th FLOOR WEST TOWER) RULES & REGULATIONS

(MUST BE POSTED ON ANY RULES SIGN AT KIDS ROOM).

The following changes to the Fitness Center/Gym Rules and Regulations were approved by the Board of Directors on September 15, 2023.

All people who use the kids' room must conduct themselves in a respectful manner, including but not limited to, no horse play, fighting, or misuse of equipment or furniture. Any damage caused by children of visitors, guests, and/or tenants shall be the responsibility of the unit owner. As such, all staff instructions must be followed by users.

- **Pets:** No Pets are allowed in the kids' room with the exception of service animals as defined and in accordance with the American with Disabilities Act (ADA). (Include this language in all common areas sections?)
- **Adult Supervision:** Kids under eight (8) years old may not use the kids' room unless accompanied by and in the presence and subject to the supervision of an adult.
- **Shoes removal:** Any adult in the room must remove their shoes at the entrance of the room.

PARQUE TOWERS CONDOMINIUM ASSOCIATION, INC.

RESIDENTS' LOUNGE (5th FLOOR EAST TOWER) RULES & REGULATIONS

(MUST BE POSTED ON ANY RULES SIGN AT RESIDENTS LOUNGE).

The following changes to the Fitness Center/Gym Rules and Regulations were approved by the Board of Directors on September 15, 2023.

- **Age Restriction:** The residents' lounge is not intended for children. Children under twelve (12) years old must be accompanied by and in the presence and subject to the supervision of an adult.
- **Use:** The lounge space is designed for small gatherings, business activities, meetings, as a workspace, or a place to relax. It is not intended for private group parties, food and beverage meetings, except during official holiday parties, subject to board approval, and open to all residents. The lounge's operating hours coincide with those of the pools.
- **Noise Control:** Please moderate noise levels to ensure a peaceful environment for all residents using the space. Both management and security reserve the right to remove individuals/parties that are being unruly and exceeding expected noise levels.
- **Proper Attire:** Appropriate attire is required to maintain cleanliness, comfort, and hygiene. Therefore, wearing swimming pool attire, being barefoot, shirtless, or dripping wet clothes is not permitted in the lounge area.
- The Board of Directors may impose fines against any applicable Unit that is in violation of the aforementioned rules and regulations up to the maximum amount of \$100.00 (or such greater amount as may be permitted by law from time to time).

PARQUE TOWERS CONDOMINIUM ASSOCIATION, INC.

PARTY ROOM (1st FLOOR EAST TOWER) RULES & REGULATIONS

(MUST BE POSTED ON ANY RULES SIGN AT PARTY ROOM GYM).

The following changes to the Fitness Center/Gym Rules and Regulations were approved by the Board of Directors on September 15, 2023.

- **Reservations:** Residents must make advance reservations for private events in the party room through management office. As of the time of drafting this document, the developer, Parque Towers Developers LLC (305-460-6300 ext. 148) is the owner of the subject area, however all arrangements will be made through management office.
- Unit Owners must submit a non-refundable \$1,000.00 fee in order to utilize the Party Room, which the Board will use to cover any insurance and as a security deposit to protect against damages to the common elements or Association property.
- **Capacity:** The maximum capacity of the party room, in compliance with safety regulations and fire codes, is set at 150 people.
- **Clean-Up:** All residents are required to pay an upfront cleaning fee of \$300.00 (USD) that has been previously arranged and paid.
- **Noise Control:** Please be mindful of reasonable noise levels during operating hours to ensure a comfortable environment for other residents. Both management and security reserve the right to remove individuals/parties that are being unruly and exceeding expected noise levels.
- **Use / Purpose:** This space is intended for meetings and celebrations among residents and their guests, and no entry fees or commercial activities, such as selling tickets for events or shows, are allowed. The commercialization of the Party Room is strictly prohibited.
- The Board of Directors may impose fines against any applicable Unit that is in violation of the aforementioned rules and regulations up to the maximum amount of \$100.00 (or such greater amount as may be permitted by law from time to time).

The foregoing Rules and Regulations are designed to make living for all Unit Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules are to be reported to the Association who will call the matter to the attention of the violating Unit Owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the Association for subsequent judgment by the Board of Directors.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of PARQUE TOWERS, A CONDOMINIUM, and the By-Laws of the Association.

These rules and regulations shall not apply to the Developer, its agents, its employees, its contractors, nor to the Units owned by the Developer.

NOTARIZE AND RECORD