

Brickell Harbour Condominium

Rules and Regulations

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**RULES AND
REGULATIONS FOR
BRICKELL HARBOUR, A
CONDOMINIUM**

Pursuant to the authority vested in the Board of Directors of Brickell Harbour Condominium Association, Inc. ("Association") the following rules and regulations have been adopted by the Board of Directors.

I. INTRODUCTION

This document provides rules and regulations, guidance and clarity on matters important to living at and enjoying the Brickell Harbour Condominium. Brickell Harbour Condominium provides an outstanding lifestyle; therefore, it is incumbent upon all who live here or visit to participate as a community to ensure that care is taken to maintain, properly use, and secure our building and facilities.

The Board of Directors thanks everyone who lives at and uses Brickell Harbour Condominium for their courteous cooperation with the following rules and regulations, any efforts by Security, Management, the Board of Directors, or our fellow neighbors to ensure these rules and regulations are adhered to.

II. USE OF THE COMMON ELEMENTS

The Common Elements of the Condominium are for the exclusive use of the Association members and residents, lessees, Guests, invitees, and contractors within their scope of employment or agreement. No other person shall be permitted to use the Common Elements of the Condominium without the prior written consent of the Board of Directors.

As some of the Common Elements have limited capacities (e.g., the swimming pool, hot tub, gym, tennis court, and parking areas) Residents should not abuse the use of Guest privileges to the detriment of other residents. Abusive use of Guest privileges could include having a large number of friends and/or relatives using a Common Element (e.g., the swimming pool) at one time or having a work associate, friend or relative using a Common Element (e.g., the parking areas) with such frequency that available parking space is negatively impacted. Any resident considered by Management or the Board of Directors to be abusing the use of Guest privileges will be asked to limit their guests' use of the Common Elements to a more reasonable level and will be expected to courteously comply.

No person shall use the Common Elements, or any part thereof, or a Unit, or a Dock Unit or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations as from time to time adopted by the Association.

In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium, without the prior written consent of the Association, with the exception that the Commercial Area designated on the Condominium Plan in Exhibit "A" of the Declaration of Condominium.

A. Obstructions

The sidewalks, entrances, passages, lobby, and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables, or any other objects be stored therein, except in areas, if any, specifically designated for such purposes.

B. Access & Security

1. All Guests (immediate family members and other guests) must register at the front-desk upon their arrival at Brickell Harbour Condominium and may be asked to present a government issued picture ID. For access to the building, a resident must approve the Guest either at the time of their arrival or by having provided advance authorization to Management or the front desk.
2. Every person in the building must cooperate with Security by showing identification when requested. For security purposes, staff may request ID for individuals not known to them.
3. Any non-resident, who is not registered as a Guest, trades person, or Contractor, will be considered as trespassing and will not be allowed to remain on the premises.
4. All doors leading from the building to the outside or to the garage are to be closed at all times and are not to be blocked open.
5. Additional keys, fobs, or other building access devices may be purchased at the Management Office at prices established by the Board of Directors.

C. Common Elements

1. Common Elements

- a) Proper attire (shirt, covered swimsuit, and footwear) is required in the lobby, parking area, elevators, corridors, stairwells, or any other indoor portion of the Common Elements. Persons returning from the

pool or hot tub in wet clothing or bathing suits must towel dry before entering the building.

b) No smoking is allowed in the lobby, parking area, elevators, corridors, stairwells, or any other indoor portion of the Common Elements.

c) Smoking is prohibited at the pool and hot tub areas.

d) Smoking is only permitted in areas designated for such purpose.

e) Additional Rules and Regulations shall be posted in the recreation areas, including but not limited to the pool area, tennis court and sauna areas, from time to time, as may be promulgated by the Association's Board of Directors.

f) The use of all recreational facilities shall at all times be governed by the Rules and Regulations promulgated by the Association as may be posted from time to time in or about such recreational facilities.

g) Common Elements and Limited Common Elements shall be used only for the purposes intended, and shall not be used for the hanging of garments or other objects, or for the cleaning of rugs or other household items.

2. Swimming Pool Area

a) Swimming pool and/or hot tub area may be used only by Brickell Harbour residents and their Guests.

b) All persons using the swimming pool and/or hot tub do so at their own risk. Persons without swimming skills must be accompanied by a person with swimming skills, regardless of age.

c) Swimming pool and hot tub hours are from 7 a.m. to 10:00 p.m. The pool may be closed from time to time for special events or for reasons of safety, including without limitation, when there is inclement weather.

d) Persons without swimming skills are to be accompanied by a person with swimming skills.

e) Individuals should weigh the risks and determine their ability for safe use and duration times for the hot tub before use.

- f) Pets are not permitted in or near the pool and hot tub area.
- g) Glass bottles, glass containers, ceramic items, and/or other breakable items are not permitted in or near the pool and hot tub area. Food is only permitted in plastic and/or paper containers and only around the pool area. Food and drinks are never permitted inside the swimming pool and/or hot tub.
- h) Large objects, motorized floatation devices and pneumatic floats are not permitted with the exception of those being utilized as swimming aids.
- i) Toys are permitted only in the shallow end of the swimming pool. Water guns, water balloons, balls, and other devices of such nature are prohibited.
- j) To avoid accidents, reduce noise, and comply with insurance requirements, diving into the pool, games involving running, jumping, playing ball, or other boisterous activity, as well as screaming and shouting, are prohibited. Persons violating this rule will be asked to leave the pool area.
- k) No dangerous or hazardous items are permitted in or near the pool area.
- l) Persons listening to electronic devices must wear headphones and not broadcast the sound over open speakers.
- m) All persons must shower before entering the pool.
- n) Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering or being carried into the swimming pool.
- o) When the pool is busy, umbrella usage is limited to a maximum of one (1) umbrella per Unit.
- p) Swimming instructors must register with the management office and provide insurance requirements.
- q) Pool occupancy is restricted to 40 persons.
- r) Proper bathing attire is required.
- s) Persons using the pool area do so at their own risk.

- t) Individual Grills, charcoal burners, burning and welding equipment, grilling equipment or any open-flame equipment is prohibited.
- u) Lifeguards are not provided at the pool.
- v) Persons using the pool are responsible for the removal of their personal effects when they leave the pool area. The Association shall not be responsible for items left.
- w) Furniture provided in the pool area may not be removed from the pool area.
- x) Trash shall be placed in the proper receptacles located throughout the pool area.

3. Tennis Court

- a) Tennis court may be used by Brickell Harbour residents and their Guests.
- b) All persons using the tennis court do so at their own risk.
- c) Tennis court hours are from 7:00 a.m. to 10:00 p.m.
- d) Pets are not permitted in the tennis court area.
- e) Beverages must be contained in plastic non-spill cups. Food is not permitted in the tennis court area.
- f) Players must wear tennis clothing, including shirts and tennis shoes.
- g) Tennis court may only be used to play tennis and may not be used for any other purpose.
- h) Priority will be given to any person who has reserved the tennis court in accordance with the rules and procedures set by Management. The tennis court may not be reserved for more than one (1) hour in any single day though the tennis court may be used for more than one (1) hour if there is no conflict with a tennis court reservation and there are no others waiting to play.
- i) No smoking is allowed on the tennis court.

4. Gym, Showers, & Saunas

- a) The gym, showers and saunas may be used by residents and their Guests.
- b) The gym, showers and sauna hours are from 7:00 a.m. to 10:00 p.m.
- c) Exercise equipment requires special instructions. All persons using the gym do so at their own risk. The Association assumes no liability for injuries or accidents and all residents shall wipe down the equipment with antiseptic wipes, provided by the Association, after use of same.
- d) Individuals should weigh the risks and determine their ability for safe use and duration times for the exercise equipment and saunas, before use.
- e) Children under the age of twelve (12) are permitted in the gym and saunas only when supervised by an adult.
- f) Pets are not permitted inside the gym or saunas.
- g) The gym, showers and saunas should be kept clean at all times.
- h) All persons using the gym must use proper exercise clothing, including tops or shirts, and appropriate shoes.
- i) Equipment/weights must be returned to appropriate racks.
- j) Dropping weights is prohibited.
- k) Any person who damages the gym equipment or facilities through negligence, abuse, or dropping of weights will be charged for repair or replacement expenses incurred.
- l) No smoking is allowed in the gym and sauna.
- m) Radio and sound equipment that does not include headphones is prohibited.

5. Recreation Lounge

- a) Any resident who wants to reserve the recreation lounge for a private event must submit a request to Management for approval in

writing at least five (5) days in advance specifying the beginning and ending times of the event. Management will advise if reservation is approved within three (3) business days and require that the resident complete a Reservation Request for the Use of The Recreation Lounge by Owner/Tenant. However, said reservation is subject to cancellation by the Association, in the event of an emergency.

b) A guest list must be provided to Management in advance. Management will provide security with a copy of the list. Security personnel will not be authorized to admit anyone not on the guest list, unless directly authorized by the resident host. Upon admittance security will add the additional attendees to the guest list.

c) Resident must post a refundable deposit, as specified in the Reservation Request for the Use of The Recreation Lounge by Owner/Tenant to the Management office and complete and sign a walk-through form to finalize the reservation of the recreation lounge. Within one (1) business day of the end of an event Management will conduct a walk-through of the recreation lounge and if no damage is found will return the damage deposit immediately. If damage is found, the damage deposit will be held until the cost of repairs are known and at that time the amount of the deposit in excess of the damage will be calculated and then refunded within ten (10) business days. In the event the damages exceed the deposit, the resident will pay the additional amount immediately.

d) All persons using the recreation room do so at their own risk.

e) Noise and/or music must be kept at a level where Residents in their condominiums are not disturbed. No loud music is permitted in the recreation lounge after 10:00 p.m. Sunday through Thursday and after 12:00 a.m. on Friday and Saturday.

f) No Pets are allowed inside the recreation lounge at any time.

g) No smoking is allowed in the recreation lounge.

h) Use of the recreation lounge does not include the use of the pool or patio area.

i) Events are limited to the recreation lounge.

j) The lounge must be vacant by 11:00 pm Sunday through Thursday and 1:00 a.m. on Friday and Saturday.

k) The Board of Directors may, in its discretion, deny use of the

recreation lounge and/or modify terms and conditions for use of the recreation lounge for special events, holidays, in the event of an emergency or natural disaster.

l) Recreation lounge occupancy is restricted to 50 persons.

m) All persons utilizing the recreation room must utilize the exterior men's and women's restrooms located by the tennis court.

6. Laundry Rooms

a) Do not overload the washer and dryers.

b) Do not take personal belongings that are not yours.

c) Do not remove other persons items, if they remain for a long time advise front desk so they may be removed by front desk and placed in lost and found.

d) The Association is not responsible for lost or stolen items.

7. Barbeque(s)

a) All Owners and residents utilizing the barbeque(s) shall have completed a BBQ Reservation Form in advance of use.

b) The barbeque areas are available from hours are from 7:00 a.m. to 10:00 p.m.

c) The barbeque area shall not be used for any other purpose than its intended use.

d) All individuals utilizing the barbeque(s) must abide by the rules contained on the BBQ Reservation Form.

e) Pets are not permitted in the Barbeque area.

f) Residents are responsible for cleaning up the Barbeque area after use.

D. Parking & Vehicles; Bicycles; Roller Skates/Blades, Skateboards, Hoverboards & Segways; and Kayaks & Paddleboards

1. Parking & Vehicles

- a) Registration. Each Unit Owner or resident with one or more assigned space(s) may register one vehicle for each assigned space with Management. Assigned spaces are designated by number and are labelled as Reserved Parking.
- b) The use of parking spaces assigned to a particular Unit is restricted to the Owner or permitted occupants of this Unit.
- c) A vehicle parked in any space other than its assigned space shall be subject to towing at owner's sole expense and at the assigned space owner's discretion. Management is not permitted to authorize a tow from a Unit Owner's assigned parking space, unless said vehicle is inoperable.
- g) Guests, invitees and contractors shall park only in parking spaces designated for Visitor Parking and no Guest, invitee, or contractor may remain parked in Visitor Parking for in excess of seven consecutive days.
- h) Each Unit is obligated to utilize their assigned spaces prior to parking in areas designated as Visitor Parking.
- i) Each Unit is limited to the use of a maximum of two (2) guest parking spaces at a time.
- j) No vehicles shall be parking in such a manner as to impede or prevent ready access to the other parking spaces, parking areas, driveways or roads.
- k) Posted parking and vehicular regulations and speed limits must be obeyed.
- l) All vehicles must be operable and have a valid license tag.
- m) No repair of a vehicle shall be made on the Condominium property.

- n) Except in an emergency, no blowing of any horn shall be permitted in any of the driveways or parking areas serving the Condominium property.
- o) Employees. Employees of Brickell Harbour may, at the discretion of the Board of Directors, use the parking area of the building without charge during working hours.
- p) No trucks or vans exceeding 7,500 pounds, no commercial vehicles including vehicles with signs and no campers, mobile homes, motor homes, boats (including "jet skis"), house trailers, boat trailers or trailers of any other kind shall be permitted to be parked or stored at any place in the parking areas or any other portion of the Condominium Properties. However, vehicles belonging to Commercial Unit Owners shall be parked in the Commercial Unit Owners assigned spaces. ***NOTE: This prohibition shall not apply to the temporary parking of trucks and other commercial vehicles for pick-up, delivery and other commercial services on the premises at the express direction of management and for Association purposes.***
- q) Vehicles without proper parking decal or permit or that are parked in an unauthorized area are subject to removal with or without notice at the owner's expense and risk of damage and may have a boot attached and be subject to a fine.
- r) Except in the event of an emergency or cosmetic repair, no repair of vehicles shall be made on the Condominium Property.
- s) Vehicles leaking fluids or emitting fumes will not be allowed in the garage.
- t) Unauthorized Parking. Unauthorized parking includes vehicles parked so as to not conform with the parking rules and regulations or so as to impede access to or egress from other parking spaces, drives, roads, or building entryways. Unauthorized parking shall be grounds for removal of the vehicle by the Association, with or without notice, at the expense and risk of damage of the vehicle owner and/or operator. Unit Owners shall be responsible for compliance with this rule by their employees and Guests and shall bear all cost of enforcement. No parking is permitted in front of the building entrance.
- u) Posted parking regulations must be obeyed.
- v) No self-powered vehicle which cannot operate on its own power shall remain in the Condominium Property for more than

twenty-four (24) hours, and no repair of vehicles shall be made on the Condominium Property.

w) Risk. Residents who park their own vehicles do so at their own risk. Damages sustained by these residents are not covered by any Association insurance.

x) Moving vans and moving trucks shall park only in the areas designated by the Front Desk Monday through Friday between the hours of 8:30 a.m. to 4:30 p.m. Parking is prohibited on weekends and legal holidays.

y) E cars shall be permitted only in accordance with the below rules:

1. Advance Association approval, in writing, shall be required to install a 220 electrical line, in the Owner's assigned parking space based on the following criteria:

- a. All work to be completed by a licensed electrician. Architectural modification must be completed as per Association's documentation requirements.

- b. Unit Owner must pay any costs associated with the installation of the 220 electrical line and any vote necessary by the Membership. Including an X-Ray of concrete slab, if required to neglect from hitting post tension cables in the slab.

- c. Unit owner is responsible for any necessary permits and follow up inspections. Copies of all documentation must be given to the Association to be maintained in their records.

- d. 220 electrical line may connect into the Association's common element electricity, so long as the Owner has an electrical sub-meter installed and the Owner shall be billed accordingly for the use of said electricity.

2. Bicycles

a) Bicycles may be parked or stored in the bicycle rack area located in the lower garage.

b) All bicycle owners storing their bicycle in the bicycle rack area must have a completed bicycle rack lease on file with the Association and must comply with the terms thereof. Failure to do so, may result in termination of the bicycle rack lease.

- c) All bicycle owners are responsible for supplying their own lock to store their bicycle.
- d) The bicycle storage area shall be for the storage of bicycles only and shall not be used for any other purpose.
- e) All individuals utilizing the bicycle lease area must abide by the rules governing the use of bicycles.
- f) Bicycles may not be stored in corridors, stairwells, or on balconies.
- g) No bicycle may be parked or stored in a manner, which blocks the ingress or egress of other vehicles and/or individuals.
- h) Bicycles may not be walked or ridden through the lobby and/or recreational areas.
- i) Tricycles and all other non-motorized wheeled vehicles are to be included in the definition of bicycle.
- j) Management reserves the right, with or without notice and at the owner's expense, to cut the lock on and move bicycles parked in inappropriate spaces.
- k) Bicycles shall be stored at Owner's sole risk and expense.

3. Roller Skates/Blades, Skateboards, Hoverboards, & Segways

- a) Roller Skates, roller blades, skateboards, hoverboards, segways or any other similar equipment must be removed and/or not in use before entering the lobby or the elevator and may not be used in the hallways.
- b) No roller skates, roller blades, skateboards, hoverboards, segways or any other similar equipment is permitted in any common elements, including but not limited to any stairwells, the tennis court, the gym, the recreational room, the pool area, etc.
- c) Roller Skates, roller blades, skateboards, hoverboards, segways shall be stored at Owner's sole risk and expense.

4. Kayaks & Paddleboards

- a) Kayaks and paddleboards may be parked or stored in the

kayak rack area located in the lower garage.

- b) All kayak and paddleboard owners storing their kayak and paddleboards in the kayak rack area must have completed a kayak rack lease on file with the Association and must comply with the payment and terms thereof. Failure to do so, may result in termination of the kayak rack lease.
- c) All kayak and paddleboard owners are responsible for supplying their own lock to store their kayak and/or paddleboard.
- d) The kayak and paddleboard storage area shall be for the storage of kayaks and paddleboards only and shall not be used for any other purpose.
- e) All individuals utilizing the kayak rack lease area must abide by the rules governing the use of kayaks and paddleboards.
- f) Kayaks and paddleboards may not be stored in corridors, stairwells, or on balconies.
- g) Kayaks and paddleboards shall be stored at Owner's sole risk and expense.

III. ELEVATORS

A Damage to elevators by moving or carrying any article therein shall be the liability of the responsible resident, who will be charged for repair expenses incurred.

B Resident must post a deposit in the Management office and complete and sign an elevator condition report to finalize the reservation of the elevator. When exclusive use of the elevator is complete, Management will evaluate the elevator and if no damage is found will return the damage deposit immediately. If damage is found the damage deposit will be held until the cost of repairs are known and at that time the amount of the deposit in excess of the damage will be calculated and then refunded within ten (10) business days. In the event the damages exceed \$1,000 the resident will pay the additional amount immediately. This deposit amount may be changed from time to time at the election of the Board of Directors.

IV. EXTERIOR APPEARANCE

A. No resident shall make any alteration to the Common Elements without prior written consent of the Association.

B. A Unit Owner or Dock Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, piers, berthed craft or windows of the Unit except with the prior written consent of the Board of Directors of the Association, and further, when approved, subject to the conditions designated or adopted by the Board of Directors. All window and exterior glass door coverings and drape linings shall be in the colors specified by the Association. The use of blankets, aluminum foil or other reflective materials, newspaper, and similar items is prohibited. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

C. No resident shall decorate the Common Elements.

D. No clothesline or similar device shall be allowed on any portion of the Condominium Property.

E. No Owner shall cause improvements or changes to the exterior of the Condominium, including but not limited to, enclosing any balcony, painting or other extensive decoration of any aesthetic nature, installing electrical wiring, television antennas or air conditioning units which may protrude through the walls or roof of the Condominium Property or in any manner change the appearance of any portion of the Building or Marina without obtaining the prior written consent of the Association.

F. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building or on the Common Elements.

V. SIGNS

A. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium.

B. The following additional types of specific signage are prohibited: signs inside the unit leaning up against windows, signage displayed inside the unit and utilizing any lighting, sandwich boards or other temporary signage in walkways.

C. No Unit Owner shall in any way affix any "for sale" or "for rent" signs or any other kind of notice to the exterior of his Unit nor in any other way allow any signs to be visible to the general public from within his Unit.

D. Any Unit Owner may display, in a respectful way, one portable, removable United State flag. On Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, any Unit Owner may display, in a respectful way, portable, removable official flags, not larger than 4.5 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

E. Commercial or other advertisements shall not be posted or circulated in the Condominium Property. Nor shall solicitations of any kind be made on the Condominium Property without the prior written approval of the Association.

VI. ROOF

A. The roof is defined as that area at the top of each building that contains accessible and serviceable areas but is not considered a patio, balcony, roof deck or terrace associated with a specific Unit.

B. Doors to the roof are to be kept locked at all times.

C. Residents are not permitted on the roof for any purpose and shall be responsible for keeping their families, guests and employees off the roof. All persons accessing the roof for any reason do so at their own risk.

VII. SOLICITATION

A. No solicitors are permitted on the Condominium property unless authorized in writing by the Board of Directors.

B. Flyers, pamphlets, solicitation materials, or any other items may not be placed under the unit doors or in any common area except as authorized by the Board of Directors.

C. It is in the discretion of all occupants whether to report solicitors to the Security personnel. Upon a complaint, any existing authorization shall be automatically revoked.

VIII. STORAGE

A. The personal property of Unit Owners and occupants must be stored in their respective Residential units or storage units which are available for rent from the Association (at such time that storage units become available). No storage of personal property is permitted in the Common Elements.

B. Any Unit Owner or occupant utilizing a storage bin must have an executed Storage Bin Lease on file with the Association.

IX. KEYS & LOCKS/ ACCESS TO UNITS.

A. The Association, through its Managing Agent, shall retain a copy of all key(s) to each Unit and boats docked at Dock Units for utilization only in the event of an emergency, such as fire, leakage, etc. No Unit Owner or Dock Owner shall alter any lock or install a new lock on any door of his premises or boat without the written consent of the Association. In the event such consent is given, the Unit Owner or

Dock Owner shall provide the Association's Managing Agent with an additional key for the use of the Association pursuant to its statutory right of access to each Unit or boat.

B. All Unit Owners, Dock Owners and Residents are required to obtain and use keys for entry into the building and gate transmitters for entry into the garage. Security Officers and guards in the building are not doormen and are not employed to act as doormen. In the event a Unit Owner Or Dock Owner or Resident fails to abide by this rule, thus making it necessary for the security personnel to permit them access to the building, a violation notice may be sent by the Board of Directors to said Owner or Resident, affording the Owner or Resident a reasonable opportunity to cure said non-compliance. In the event the violation notice is ignored, the Unit Owner or Dock Owner will be fined the maximum fine allowed by the law for each violation thereafter, in accordance with the Condominium Association's due process procedures.

X. OWNER RESPONSIBILITY

A. Guests

1. Guests are defined in the Declaration.
2. Residents are responsible for their Guests' adherence to the Rules and Regulations.
3. Residents must provide Management with a written notice allowing guest to use their units during the resident's absence.
4. Residents are responsible for registering their houseguests with Management or the Front Desk. Houseguests using a resident's condominium in their absence must have been registered with Management by the resident. Houseguests are responsible for providing security and/or Management with a copy of their registration.
5. Residents and unit owners shall be both jointly and severally liable and responsible for the actions and conduct of their lessees, guests, employees, and invitees.
6. Guests are not allowed to use the gym, tennis court, pool or recreation room without the resident present or, in the case of the tennis court or pool, without the resident's written authorization.
7. Each Unit Owner must provide to the Association at least two (2) days prior to a Guest's visit, their name, relationship and other information as requested by the Association. Notification shall include the number and names of guests and the expected arrival date and duration of stay. Guests

must carry their FOB while on the Property.

8. Owners and/or tenants shall not use or permit the use of their premises or any part thereof for any use which would constitute an immoral, offensive, or unlawful purpose which would violate any restriction contained in the Association's Declaration of Condominium and other governing documents, or any law or governmental rules or regulations.

B. Children

1. Children will be the direct and sole responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the allowed recreational facilities.

2. Children, whether they be guests or residents, shall not be permitted to play in the walks, corridors or stairways of the Condominium Property.

C. Pets

1. Dogs are prohibited on the Condominium Property.

2. A Unit Owner shall be permitted to house up to three (3) domestic pets, other than dogs, in his Unit, provided such domestic pets (limited to cats, birds, fish, hamsters, rabbits, ferrets, gerbils and hedgehogs) (a) weigh fifteen (15) pounds or less (b) are permitted to be so kept by applicable laws and regulations (c) are not left unattended on balconies (d) are generally not a nuisance to residents of other Units or of neighboring buildings or Lots and (e) not considered to be dangerous by the Board of Directors.

3. Pets shall not be permitted outside of their Owner's Unit unless attended by an adult and either carried or on a leash not more than six (6) feet long.

4. Unit residents shall clean up wastes of their pets and be held responsible for any clean-up and costs related thereto.

5. Any owner maintaining a pet on Condominium Property shall be fully responsible for, and shall bear expenses of, any and all damages to the property resulting from any pet. Damages shall be assessed by the Board of Directors and collected from the resident.

D. Service Animals

1. Inasmuch as the governing documents prohibit dogs on the premises, this document is being prepared to address rules specifically for those "Service Animals" that have been approved by the Association.
2. The Person requiring the reasonable accommodation of a service animal is the only person granted exception from the normal requirements for pets and the Association requires completion of the "Form for Request for a Reasonable Accommodation."
3. Licensing
 - a) The Unit Owner, Tenant, Occupant or Guest requiring the Service Animal shall meet any and all licensing requirements of Miami-Dade County and the State of Florida. (The animal must be immunized against diseases common to that type of animal.)
 - b) Service animals are required to wear an owner identification tag and a current rabies tag at all times. Copies of documentation evidencing immunization and proof of current tags are to be provided to the Association on an annual basis.
4. Leash Requirements
 - a) The animal must be carried, wheeled in a stroller, or on a leash at all times when present in the Common Elements and the Limited Common Elements, as provided in the Declaration of Condominium.
5. Care & Supervision
 - a) Service Animal Owners are required to have their Service Animal examined by their veterinarian on an annual basis. The veterinarian must complete a document providing the following information about the animal:
 - i) The date of the examination,
 - ii) The veterinarian's name, address, telephone number and license number;
 - iii) The name, sex, breed, age, weight, and color of the Service Animal;
 - iv) The Service Animal's Owner's name and current address;
 - v) A copy of the annual vaccination(s).
 - vi) A copy of the current Miami Dade County license tag for the Service Animal.

- b) Said document is to be provided to the Association after each annual veterinary visit.
- c) The care and supervision of the animal is the sole responsibility of the Service Animal's Owner.
- d) Any damage/injury to person or property (i.e. the Common Elements or Limited Common Elements) resulting from the Service Animal shall be the responsibility of the Unit Owner and the Service Animals' Owner.
- e) It is the responsibility of the Unit Owner, Tenant, Occupant or Guest requiring a Service Animal to properly dispose of all waste and place feces in the designated rubbish can.

6. Ensuring Animal Behavior

- a) The Service Animal must:
 - i) Not initiate contact with someone without their direct permission;
 - ii) Not display any aggressive behavior or disruptive noises, as determined by the Board of Directors (such as excessive barking, whining, growling or charging toward people);
 - iii) Not block any aisle or passage way.
 - iv) The Service Animal's Owner must accompany their Service Animal at all times when using the Common Elements and Limited Common Elements, (terraces, parking garage) or Common Elements (hallways, lobbies, elevators)

7. Restrictions

- a) Service Animal Owners are prohibited from requesting that Association personnel walk or look after their pets while on duty.

8. The Association reserves the right to have a Service Animal removed if, in the Board's discretion, it poses a direct threat to others, constitutes a nuisance, and/or disrupts the ability of other Unit Owners to enjoy their dwelling.

9. Additionally, knowingly and willfully misrepresenting oneself as being qualified to use a service animal is a second degree misdemeanor and may require the individual misrepresenting oneself to perform 30 hours of community service for an organization serving individuals with disabilities, or for another entity as ordered by court and may result in action legal against the physician completing said form.

E. Garbage & Trash

1. Deposit regular trash in trash chutes and use fully tied plastic bags.
2. Deposit larger trash items or boxes directly at the service level trash container. Any resident depositing items that block a trash chute will be charged for clearing the chute at a rate commensurate with typical hourly rates for the staff member(s) involved in clearing the chute, plus any fees and costs paid to third parties to clear the chute, plus any internal or external costs incurred by the Association to clear the chute.
3. No flammable or hazardous materials, needles of any kind, lighted cigarettes, cigars, etc., may be thrown down the chutes individually or combined/bundled with other items.
4. No garbage, refuse, trash, or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
5. No garbage cans, supplies, milk bottles or other articles shall be placed in the hallways or on the staircase landings or Marina and all garbage shall be properly bagged and deposited in the trash wells provided.

F. Carts

1. Luggage carts need to be returned to the station from where they were taken.
2. Residents must return cart immediately after use and in no event may same be utilized for more than ninety (90) consecutive minutes.
3. Residents who keep carts inside their unit may be fined by the Association per day.
4. Any damage to carts will be responsibility of the resident using cart.
5. Cart cards shall be purchased in the Management Office.

G. Insurance

Unit Owners and Dock Owners are obligated to maintain insurance as required by the Declaration of Condominium and provide a copy of same to Management.

H. Damages

1. Each resident shall be liable for all damages to the Condominium Property caused through their actions, or the actions of their tenants and/or guests.
2. Residents shall be liable for all damages to the Condominium Property caused by receiving deliveries (to the extent such damages were not caused by the negligence or willful misconduct of Management or the staff) or moving and/or removing furniture or any other possessions to and from the Condominium Property.

I. Balconies & Windows

1. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces, or other portions of the Condominium or Association Property.
2. No Unit Owner or occupant shall permit anything to fall from a window, door or balcony of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt, water, or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
3. No wall or window air conditioning units may be installed by Unit Owners or occupants.
4. Balconies may not be used as storage areas.
5. No barbecues and/or open fires are permitted on the balconies.
6. Waterproof containers must be placed under all flowerpots on the balconies.
7. All loose or movable objects shall be removed from the balconies or terraces upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind velocity.

8. No ceiling fans or light fixtures may be installed on balconies.
9. No one may install a satellite dish without prior written approval of the Association. Any satellite dishes installed must be done in accordance with local zoning regulations and may not, under any circumstances (including out of necessity to receive a signal), be visible over the balcony railing.
10. Floor coverings are not permitted on the balconies, terraces or lanais.
11. The Hurricane Shutter Specifications for Brickell Harbour are as follows:

i.) Hurricane Shutter Specifications

All Units at Brickell Harbour Condominium are required to maintain hurricane shutters. The following specifications shall apply with regard to said hurricane protection:

a) Existing Shutter Specifications

(1) Approved Product Descriptions: Heavy Gauge Aluminum Fold-A-Gard Hurricane Shutters.

(2) Color: All Hurricane Shutters and any integral parts thereof must be white in color. This includes the slats, frames, tracks, storm bars and any other visible part of the shutter.

(3) Specific Conditions:

a) Maximum allowable vertical spans for various elevations shall be tabulated on approved drawing 87-95 (we need this).

b) Materials and Construction

Extrusions: 6063-T5 aluminum alloy

Louvers: 6063-T5 aluminum alloy

Frame Components:

Header, wall mounted	- 3.87" x 1.350"
Header, ceiling mounted	- 3.124" x 1.350"
Sill, wall mounted	- 3.030" x 2.875"
Sill, sill mounted	-3.138" x 1.562" and 3.012" x 1.612"
Sill threshold type	- 2.750" x 0.875"
Louvers	- 3.709" x 0.062

c) Method of Installation

Attachment to supporting structure:

Fasteners shall be spaced not more than 16" o.c. and shall be as follows:

Type 1 connection

- 1/4" x 1 5/8"
thunderbolts

Type 2 connection

- #10 x 2" sheet metal
screws in lead anchor
or 1/4" x 1 5/8" T-bolts

Assembly of Metal Components:

Type 3 Connection:

Fasteners shall be 2024-T4 aluminum stainless steel or cadmium plated steel and shall be:

3/16" aluminum pop rivets or

#14 x 3/4" Hex head, Tek screw or

#20 x 1/4" x 1" machine bolt and nut

The Shutter track CANNOT be installed in a manner that traps water—(i.e. water must be allowed to drain from the balcony drain spouts).

All new and pre-existing holes in top and/or bottom slab must be sealed with 100% Silicone.

d) Identification:

Each unit shall bear a permanent label with the manufacturer's logo along with the instructions to the owner for securing the shutter during a hurricane alert.

(4) The materials, equipment, installation and construction used, which is incorporated into or part of the Hurricane Shutters shall conform, in all respects, to the requirements of construction established by any Federal, State, County and local government agency having jurisdiction over construction in the Condominium regarding Hurricane Shutter wind load requirements.

b) Replacement Shutter Specifications

(1) Approved Product Description: "Bertha" HV Aluminum Accordion Shutter System

(2) Color: All Hurricane Shutters and any integral parts thereof must be white in color. This includes the slats, frames, tracks, storm bars and any other visible part of the shutter.

(3) Missile Impact Rating: Large and Small Impact Resistant

(4) Identification: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state, and the following statement "Miami

Dade County Product Control Approved” and NOA number, per TAS-201, TAS-202 and TAS-203, unless otherwise noted herein.

(5) The materials, equipment, installation and construction used, which is incorporated into or part of the Hurricane Shutters shall conform, in all respects, to the requirements of construction established by any Federal, State, County and local government agency having jurisdiction over construction in the Condominium regarding Hurricane Shutter wind load requirements.

(6) Specific Requirements:

- i. The installation shall be as per NOA APPROVED application
- ii. All contractors must be state licensed.
- iii. The Shutter track CANNOT be installed in a manner that traps water—(i.e. water must be allowed to drain from the balcony drain spouts.)
- iv. All new and pre-existing holes in top and/or bottom slab must be sealed with 100% Silicone.
- v. Workers Compensation and General Liability insurance is required.

c) Architectural Guidelines For The Installation Of Impact Glass Windows & Doors

The following guidelines shall apply to those Unit Owners at Brickell Harbour Condominium who desire to modify the existing glass windows and doors in their Unit by installing impact glass:

A. Approved Product Descriptions:

**PGT – Series SGD 770 HP Sliding Glass Aluminum Door LMI
NOA # 13-1009.07 OR Similar product may be used but
specifications must be the same.**

- a. 9/16” Large missile impact glass
- b. Maximum design load + 90 psf / -130 psf
- c. Aluminum finish: Bronze 10 year warranty
- d. Glass Tint: Gray
- e. 4” high rise sill
- f. Config: XO/OX
- g. Stainless steel rollers and assembly
- h. Box screens (if desired)
- i. Low E coating is not permitted
- j. 10 year warranty is required for glass and finish
- k. Minimum design pressure +90/-130
- l. Large missile protection

B. Specific Requirements:

1. The installation of doors shall be as per NOA APPROVED application
2. Waterproofing of perimeter caulk bead.
3. All new and pre-existing holes in top and/or bottom slab must be sealed with 100% silicone.
4. Before drilling all slabs must be x-rayed so no Post Tension Cable is damaged during door/shutter installation. Any damage to any Post Tension Cable is the responsibility of the installing contractor and owner.
5. All drilling must be supervised by a Brickell Harbour employee.
6. Utilization of non-shrink grout under doors.
7. Hard plastic shims may only be used.
8. Engineering of openings certified by a state licensed engineer and provided by a licensed and insured contractor.
9. All contractors must be state licensed.
10. Workers Compensation and General Liability insurance is required.

C. The installation of impact windows and doors does not exempt a Unit Owner from the requirements of Hurricane Shutters.

J. Hurricane Preparation

1. 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 Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association. Management may enter any unit with or without permission to ensure that proper preparations have been made for a hurricane.
2. In the event of an approaching hurricane, instructions related to the operation of the building will be posted and owners/residents should comply with the instructions.
3. In the event an evacuation order is issued by the City of Miami all units must evacuate during the time allowed. Any owner/resident that does not evacuate does so completely at their risk.

K. Hurricane Evacuation Procedures

1. Upon notice of approaching hurricanes, Owners must remove all furniture, objects and plants from any balconies or terraces.
2. IN THE EVENT THAT AN EVACUATION ORDER IS ISSUED BY ANY APPLICABLE GOVERNMENTAL AGENCY, ALL OWNERS MUST PROMPTLY COMPLY WITH SAID ORDER AND REMOVE THEIR VEHICLES FROM THE CONDOMINIUM PROPERTY.
3. The Association may, from time to time, establish hurricane preparedness and evacuation policies, and each Owner shall fully comply with same.
4. Any such hurricane shutters and similar equipment approved by the Association, pursuant to the Declaration, shall be kept in an open position, except during periods of hurricane or tropical storm watches or warnings.
5. Each Owner shall appoint an agent to be available during the hurricane season, if needed, and shall notify the Association of the name, address and telephone number of such person. If no agent is designated or such person is not available, the Association is authorized (but not obligated) to take whatever steps are necessary in its discretion to protect the Unit and neighboring property at the cost and expense of the Owner.

L. Nuisance

1. No Unit Owner or occupant shall make or permit any disturbing noises or smells by himself or his family, servants, employees, pets, agents, visitors, or licensees, nor permit any conduct by such persons or pets that will interfere with the reasonably expected rights, comforts, or conveniences of other Unit Owners or occupants.
2. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, or sound amplifier in his unit in such a manner as to reasonably disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time, which disturbs other residents.
3. An owner of a Unit shall not permit use of the same for transient or hotel purposes, including but not limited to AIRBNB, VRBO and similar services.
4. No immoral, improper, offensive or unlawful use shall be made of any Unit, Craft berthed in Dock Units, the Condominium Property or of the

Common Elements or of any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.

5. The Board's reasonable determination of whether an act, noise, use, conduct, person or thing is immoral, improper, offensive, a nuisance, unacceptable, annoying, disturbing, a disturbance, loud or hazardous for purposes of these Rules, or otherwise violates these Rules shall be final and binding.

M. Water, Moisture Intrusion, and/or Mold

1. In the event of water and/or moisture intrusion into a particular Unit, the Unit Owner agrees to abide by the following:

a) The Unit Owner must provide written notice to the Association within twenty-four (24) hours from the initial detection or suspicion of moisture intrusion into the Unit.

b) If any mold or mildew is evident, the Unit Owner shall also notify the Association of same in writing within twenty-four (24) hours from the discovery of same.

c) In the event the Unit Owner or Resident discovers ponding water on a balcony, the Unit Owner or Resident shall clean up same immediately and within twenty-four (24) hours shall notify the Association of same.

d) The Unit Owner and/or Resident agrees that they have the responsibility to mitigate their damages but agrees to refrain from applying any chemical agents to treat any mold or mildew discovered within the Unit without the prior consent of the Association.

e) Once the Association has been placed on notice as set forth in this paragraph, the Unit Owner and/or Resident agrees to cooperate with the Association in its efforts to investigate, inspect and correct the water/moisture intrusion as well as the Association's investigation, inspection, and remediation of any mold or mold-related problems which may occur.

f) Pursuant to the Declaration and governing Florida Statute, the Association has the irrevocable right to access each Unit and Dock Unit as may be necessary for the maintenance, repair or replacement to Common Elements (including but not limited to water mitigation) or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit, Units, boatslip,

boatslips or Dock Unit or Dock Units.

g) When bringing items into their Unit, the Unit Owner and/or Resident agrees to check the items for signs of mold as there is the possibility that potted plants, furnishings, or stored clothing, bedding material, and other household goods may already contain mold.

h) The Association recommends residents shut off the domestic water valve to avoid water losses in a Unit if they will be absent for more than thirty (30) days.

i) Unit Owners are encouraged to maintain the Unit's temperature at a level to prevent mold growth when a Unit is vacant.

N. Vermin

1. Residents shall immediately notify Management upon appearance of any kind of insects or vermin.

2. All residents must participate in any pest control services employed by the Association with the exception of residents who have requested a reasonable accommodation based upon a medical condition or disability to the management office. Upon providing the necessary documentation, the resident must hire independent pest control service at their own expense.

O. Safety

1. No flammable, combustible or explosive fluids, chemicals, or substances shall be kept in any unit or on the Common Elements.

2. No oil drilling, oil developmental operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium. No derrick or other structure designed for such use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Condominium or Association Property.

P. Moving In/Out & Deliveries

1. Moving shall be done only by appropriately licensed movers or the resident.

2. Residents must notify Management to reserve the elevator at least seventy-two (72) hours in advance before moving furniture or other large

household items into or out of the Condominium Property.

3. Residents, including lessees, must provide Management with a refundable \$1,000.00 damage deposit prior to receiving permission to move in or move out.
4. Should it be necessary to provide additional security, as determined by Management, residents including lessees will be responsible for payment of any additionally required personnel.
5. Move in/out and delivery times are 9:00 a.m. to 4:00 p.m., Monday through Friday. Moving is prohibited on the weekends and on legal holidays. Any activity outside these times must be approved by the Board of Directors and may incur charges for additional security.
6. All deliveries and moving must be done through the lower garage. The front lobby entrance and lobby side doors may not be utilized for moving and deliveries.
7. A delivery may not remain in the package room for more than twenty-eight (28) calendar days.
8. The Association has the right refuse a package that too large to be stored in the package room.

Q. Tradespeople & Contractors

1. All renovations and repairs must be completed by licensed tradespeople and contractors.
2. Tradespeople and/or contractors who deliver or provide services to a Unit are permitted access only during the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, except in cases of necessity for the Association or special emergency and only with advance written approval from Management.
3. All tradespeople and/or contractors must submit to the Association copies of their license, permits, and Certificate of Insurance and meet other requirements as requested by Management.
4. Entrance permission must be arranged through Security and/or Front Desk personnel and/or Receiving Attendant.
5. Unit Owners having work done are required to cover as necessary (or have their trades people and/or Contractors cover) the common element flooring areas between the elevators and their unit to prevent damage.

These covers must be removed by 5:00 p.m. each day. Any damage resulting to the common areas must be reported to the Management office for repair at the Unit Owner's expense.

6. Unit Owners completing modifications to their units must pay a refundable \$500 damage deposit and any modifications commenced must comply with the architectural modification form approved by the Association.

7. No construction which shall result in any addition, alteration or improvement to the Common Elements, a unit, or any Limited Common Element may be commenced without prior written consent of the Board of Directors.

8. Tradespeople and/or contractors are responsible for the removal & disposal of all materials removed from your unit. Tiles, rugs, air conditioning units, kitchen cabinets, wood, sheetrock, bathroom fixtures, glass, etc.

9. Tradespeople and/or contractors are responsible to keep hallway floors and walls clear of materials. All materials brought up to unit for working purposes need to be removed from hallway. Hallways must remain clear at all times.

10. Tradespeople and/or contractors are recommended to use tarps in units when working in order to avoid staining the hallway rugs.

11. Tradespeople and/or contractors are not allowed to dump any materials in the buildings garbage dumpsters. Contractors must dispose of all materials offsite.

12. Tradespeople and/or contractors are required to cover the fire alarm detectors in units prior to commencing work to avoid the buildings alarm going off. At the end of the work day cover must be removed. Fire alarm detectors can be covered with plastic.

13. Tradespeople/contractors are not allowed to work outside of units, nor on balconies. All work must be done inside unit. The front door to unit must remain closed at all times during work.

14. Tradespeople/contractors must use lower garage area to access the building with toolboxes & materials. All materials must be carried thru the service elevator only. Please make arrangements with Security prior to entering the building.

15. Tradespeople/contractors are not allowed to store/leave materials in the stairwells. Stairwells must be kept clean & clear of materials at all times.

16. Tradespeople/contractors are not allowed to park in the lower or upper garage area. There is parking available across the street.
17. Tradespeople/contractors must use caution when entering & exiting the elevators & units to avoid damages.
18. Absent those specific Units which have tankless water heaters previously installed and which were approved in writing by the Association, tradespeople/contractors are prohibited from installing tankless water heaters.
19. Tradespeople/contractors are prohibited from sealing areas containing common element pipes, without advance Association approval.
20. Tradespeople/contractors are prohibited from installing dryers that are not properly vented. Proper installation includes bucket venting, self-venting machines, and ventilation through an air duct to the exterior of the building. A Unit is prohibited from connecting the ventilation to the bathroom exhaust fan or ceilings.
21. Tradespeople/contractors that are not authorized, do not abide by these Rules & Regulations, cause any damages to the common elements, hallways, rugs, wallpaper, elevators, floors etc. will be held responsible for any damages, charged for said damages, and/or will not be allowed to enter the building in the future. There will be no exceptions.
22. If a repair needs to be commenced within a Unit, the Unit Owner has seven (7) days to complete the necessary repairs upon notification by Management, unless the repair is an emergency.
23. If a water shut off for AC or Domestic is required for the necessary repair, a notice of 72 hours must be given to Management, so a notice can be posted to the residents at least 48 hours prior to the repair.
24. BEFORE any valves inside a unit are shut off for work to commence, the maintenance supervisor MUST be notified.
25. BEFORE any repair begins that requires the water to be shut off, the maintenance supervisor needs to be notified by the contractor, so the maintenance supervisor can confirm that the water has been properly shut off and the line has been drained before any repair begins, valves are touched, or pipes are cut.

R. Smoking

1. Smoking is prohibited in all the common elements, except in

designated smoking areas of the Condominium Property. Smoking means use as well as possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product (See Florida Clean Indoor Air Act, Fla. Stat. Section 386.201-211).

2. Smokers must extinguish smoking material and deposit it in an appropriate receptacle prior to entering a smoking prohibited area.

S. Employees Of The Association

1. The Board of Directors, directly or through the on-site manager, shall be solely responsible for directing and supervising employees of the Association.

2. No Unit Owner, Dock Owner or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such Unit Owner, Dock Owner or resident, such employees to be directed only by officers of the Association or the Management Personnel engaged by the Association.

3. Employees shall not bring firearms on to Association property.

XI. COMMERCIAL AREAS

A. This Commercial Area may be used for commercial purposes incident to the operation of the Building or may be used for professional offices, stores or service establishments. The Association shall possess the additional authority to promulgate rules and regulations governing the manner, method and to what degree additional uses than noted above may be permitted, and further, shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion the use in question has become excessive and/or violates the residential character of the Condominium. The Commercial Area used as it is noted above, may not, however, be revoked under the provisions hereinbefore set forth.

B. In order to protect the residential nature of the Condominium and its residents, to prevent unreasonable interference with the use of the Units, and for purposes of the safety of all property occupants, the following shall apply to the Commercial Units, Commercial Unit Owners and their Permitted Occupants ("Commercial Guests"):

C. No Commercial Guest shall be permitted to wander, walk, use or occupy any Common Element, the Condominium Property or facilities and services therein, except as necessary for access to and from the building entrance to the Commercial Units.

D. Commercial Units may only be open and operating during regular business hours for like offices, stores and service establishments in the neighborhood; provided that no Commercial Units shall be open to the public or operating during the hours of 11:00 p.m. to 9:00 a.m.

E. Nothing shall be placed or maintained in relation to the Commercial Units, their Owners or the operation therein, in any portion of the Condominium Property other than within the boundaries of such Owner's Unit.

F. No loud noises or noxious smells shall be permitted to emanate from the Commercial Units which are an annoyance or nuisance to the other Owners and residents.

G. No noises shall be permitted to emanate from the Commercial Units or from the Commercial Guests from 11:00 p.m. to 9:00 a.m.

H. No running commercials/ advertisements shall be displayed in any window of a Commercial Unit.

I. The Board's reasonable determination of whether an act, noise, use, conduct, person or thing is a nuisance, unacceptable, an annoyance, or loud for purposes of the foregoing Rules, or otherwise violates these Rules shall be final and binding.

XII. OCCUPANCY

A Unit Owner shall provide the Association and Management with a written notice of all transfers, leases, sales or any other conveyances of a Unit or interest therein, regardless of whether or not Association approval is required.

A. Leasing & Sales

1. An application and all required documentation must be submitted to the Association for the sale or lease of a Unit or Dock Unit. The sale or lease of a Unit is subject to the approval of the Board of Directors. A Dock Unit may only be sold to a Unit Owner or leased in conjunction with the lease of a Unit.

2. All renewed lease agreements shall be provided to the Association upon renewal.

3. A lessee or buyer may not take possession of a unit prior to obtaining the written consent of the Board of Directors.

4. A Unit Owner may lease their unit for no less than one (1) year. No short-term leases, seasonal rentals or nightly rentals are permitted, including

but not limited to AIRBNB, VRBO and similar services.

5. An owner who rents their unit may not, during the term of such lease, use the pool, gym, hot tub, tennis court or recreation room.

XIII. BOARD MEETINGS, UNIT OWNER MEETINGS & COMMITTEE MEETINGS

A. Board, Committee and Unit Owner Meetings Defined.

1. Meetings of the Board of Directors ("Board") shall mean any gathering of the members of the Board, at which a quorum of directors is present, for the purpose of conducting Association business.

2. Meetings of a Committee ("Committee") shall mean any gathering of a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association,

3. Meetings of the unit owners ("Unit Owners") shall mean any gathering of a group of Unit Owners, at which a quorum of Unit Owners is present, for the purpose of conducting Association business.

B. Attendance at Meetings

No person other than an Owner may be permitted to attend such meetings, except for persons invited or permitted to attend by the chairperson of such meeting.

C. Right To Speak

1. Every Owner shall have the right to speak at meetings of the Unit Owners, the Board and Committees, to the extent required and permissible under Chapter 718, Florida Statutes, and any other applicable laws, subject to the following:

- a) Statements by Owners at meetings shall be restricted to agenda items. No other statements shall be permitted except as may be authorized by the chairperson of such meeting, in the chairperson's sole discretion.
- b) Unit Owners wishing to express their opinion on particular agenda items must send written notice to the Association's property manager at least two (2) business days prior to the meeting.
- c) No Owner shall speak until recognized by the chairperson. An Owner may only speak once on each agenda item and the

Owner's statement shall not exceed three (3) minutes. The chairperson of the meeting shall give the floor to any Owner desiring to speak prior to the discussion and vote of the Board, Committee or Unit Owners upon the agenda item.

- d) Each speaker shall speak only to the chairperson. There will be no cross discussions with other Owners, Board members, legal counsel, or other attendees. Each speaker shall conduct themselves with proper decorum and in a respectful manner at all meetings.
- e) An Owner wishing to speak must first raise his or her hand and wait to be recognized by the Chair.
- f) The Chair will have the sole authority and responsibility to see to it that all Owner participation is relevant to the subject or motion on the floor.

D. The Right To Video or Audiotape

- 1. The audio and video equipment and devices which Owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.
- 2. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.
- 3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
- 4. At least 24 hours advance written notice shall be given to the Board by any Owner desiring to utilize any audio and/or video equipment to record a meeting.

E. Enforcement of Meeting Rules

- 1. Ejection. Any Owner who fails to comply with these Rules shall be subject to ejection in the sole discretion of the chairperson. The chairperson shall give any noncomplying person one (1) warning regarding ejection and thereafter may call for immediate ejection of that person, and the removal of any of their equipment, if any.
- 2. Fines. A fine may be levied against any person who fails to comply with these Rules.

3. Legal Action. The Board may take whatever action it deems appropriate at law or in equity against any person who fails to comply with these Rules.

XIV. ENFORCEMENT OF RULES AND REGULATIONS

A. 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, By-Laws and Articles of Incorporation of the Association, as each may be amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action that may include, without limitation, an action to recover sums due for damages, injunctive relief, suspension of use rights or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors, 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, Articles of Incorporation or By-Laws,

B. 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 doubt as to whether a specific practice or activity is or is not permitted. All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions thereof. 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 sole opinion of the Board of Directors.

C. If for any reason any part of these rules and regulations is deemed to be unenforceable, the remainder shall remain enforceable.

XV. MARINA

A. No Dock Owner may convey the use of his Dock Unit except in conjunction with the purchase of his Residential Unit or in advance of a sale to another resident. Failure to abide by this Rule may result in the Association disapproving the sale or lease of the Residential Unit. For additional Boatslip restrictions see Article X of the Declaration.

B. Only vessels in good condition, properly registered or documented and under their own power will be admitted to berthing areas.

C. It shall be the responsibility of Users and Owners to keep his Dock Unit or Dock in an orderly and clean condition. Piers will be kept clear of all gear, including small craft. Small craft belonging to the assigned vessel and normally capable of storage aboard same may be tied in the same berth. No craft may

protrude beyond the limits of the berth. No motorized vehicle of any kind shall be ridden, driven, stored or otherwise permitted on the piers or bulkheads. Dock boxes, if provided, are to be emptied and removed upon issuance of hurricane warnings by the National Hurricane Center. Private storage facilities may not be used on piers.

D. All Owners must maintain their vessels in a state of constant readiness for movement in case of fire or evacuation in the event of hurricane. Owners of vessels whose propulsion machinery is inoperative and will remain so for a period in excess of forty-eight (48) hours must notify the Association immediately and further inform it of the action being taken to place the machinery in operation as soon as possible.

E. It shall also be the responsibility of the Owners and Users to keep their vessels in such condition that do not become unsightly or dilapidated or reflect unfavorable on the appearance standards of the facility. Decks of all vessels berthed shall be kept free and clear of debris, bottles, papers, trash or other unsightly materials at all times.

F. Major repairs, outfitting or refitting of vessels at docks is prohibited. Minor repairs, mechanical adjustments, electrical work and touch-up painting are permitted only for vessels permanently berthed at the Marina. Power sanding and spray painting in the open air are prohibited. No work may be accomplished on or about the piers which might result in damage, scarring or staining the surface of the piers, docks boxes or garbins, nor obstruct passage of normal vehicular and pedestrian traffic.

G. The use of charcoal burners, gas welders, gas torches or any open flame-producing equipment, except within the vessel (e.g., cook stoves, lamps, lanterns) is prohibited. No refueling may be accomplished within the marina. Fuels shall be stored only in tanks integral to the vessel.

H. Owners shall use discretion in the use of TV sets, musical instruments, loud bailers, radio and any other on-board equipment so as not to create a nuisance. Rigging shall be secured in such a manner as to prevent slatting.

I. No refuse, solid or liquid, shall be thrown overboard. All garage and trash shall be removed. No effluent from toilets not approved under the F.W.P.C.A., nor oil bilge, shall be discharged overboard.

J. Swimming or diving for recreation or pleasure or fishing from the marina piers or bulkheads is prohibited, except from the Association's pier numbered 26.

K. Laundry of any type or any item of a personal or unsightly nature shall not be hung or spread to dry out or air in public view on any vessel or pier.

L. No advertising or soliciting will be permitted on any vessel, however, any vessel may display a small not to exceed 1' square, "For Sale" sign. The vessel shall not be used for business, illegal purposes, hotel or transient guest purposes.

M. Water siphons will not be used except in case of emergency. Fresh water shall not be used as a coolant for air conditioners or other machinery. Air conditioners shall be turned off on unattended vessels. Water supply hoses of unattended vessels shall be disconnected at the dock and stowed aboard. It shall be unlawful for any person to use either the electrical power or fresh water, if furnished at a Dock Unit, for any other purpose than to supply power and water to vessel officially assigned to that berth.

N. All vessels must have adequate electrical or mechanical permanently-installed bilge pumps in constant state of readiness. Switches should be labeled and installed in readily discernable locations near the helm.

O. No additions, alteration or modification shall be made to electrical supply system furnished, if any.

P. No vessel is permitted to measure more than ten percent (10%) larger than that of the Dock slip.

Q. Houseboats are prohibited.

R. Overnight use by a resident or Owner of a vessel in a Dock Unit is prohibited.

S. Boatlifts are prohibited unless an Owner has received advance written approval from the Association. Approval shall be conditioned upon presence and adherence to the terms of a written agreement (drafted by counsel for the Association), and the maintenance by the Dock Unit Owner of all required documentation and funds required therein. The cost and expense of such agreement shall be borne solely by the individual seeking the boatlift.

T. All vessels maintained in a Dock Unit shall be registered to a Unit Owner or resident.

U. Dock Owners are obligated to maintain insurance as required by the Declaration of Condominium and provide a copy of same to Management.

V. Glass bottles, glass containers, ceramic items, and/or other breakable items are not permitted in or near the Marina.

W. All the above enumerated Marina Rules and Regulations shall apply and be binding upon all users of boat slips and/or Dock Units. Wherever the words

"Dock Unit" or "Dock" is used, the same shall be deemed to include boat slips which are limited Common Elements.

XVI. RULE CHANGES

The Board of Directors reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the Condominium properties and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of members; provided that changes, revocations, or additions must be adopted in accordance with the procedures set forth in the By-Laws of the Association before such changes, revocations, or additions become effective. After adoption, changes may be overridden in the manner described in the By-Laws.

APPROVED BY THE BOARD OF DIRECTORS
BRICKELL CONDOMINIUM ASSOCIATION, INC.