



Paraiso Bay Condominium Association, Inc.

Rules and Regulations.

RULES AND REGULATIONS FOR
PARAISO BAY, A CONDOMINIUM

Introduction:

The following Rules and Regulations govern Paraiso Bay, A Condominium. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration of Paraiso Bay, A Condominium. These Rules and Regulations have been promulgated by the Board and are subject to change from time to time.

1. Entrances, 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, roller skates/roller blades, carriages, chairs, tables, or any other similar objects be stored therein or transported through passenger elevators and/or lobby. Personal property, other than hand baggage and packages, must be transported in the service elevator.

The use of electric bikes, electric vehicles, electric scooters, electric hover boards or other electrically motorized means of transport is strictly limited to the Parking Areas in accordance with the rules applicable thereto and may not be utilized elsewhere on the Common Areas. Exempt from this rule are any wheelchairs or other handicapped accessibility vehicles being used by those who need them.

Guests visiting with scooters, bicycles, and/or electric motorized vehicles will have to use Valet elevator/Service Elevator S6.

Bicycles must be carried or walked into Service Elevator S5 or S6, roller skate/blades must be removed before entering elevators and/or lobby areas.

2. The personal property of Unit Owners must be stored in their respective Units.

Entrances, foyers, catwalks and like portions shall not be obstructed or used as storage. All areas must remain accessible for Emergency Response Team.

3. No garbage cans, supplies or other articles shall be placed, hung, or suspended on the patios, balconies, terraces, lanais, or on any Common Elements except for designated trash areas, if any. 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, fences, patios, balconies, terraces, lanais, if any, or other portions of the Condominium Property. Residents are responsible for maintaining the highest level of sanitation and upkeep of their balconies. At no time shall pets be allowed to relieve themselves on balconies.

No lights or Holiday lights may be hung on or over the Balcony rail, neither shall decorative items be hung or attached to shared glass partition.

No drilling of any kind is permitted on the external façade.

4. Common Elements and Association Property shall be used solely for their intended use unless otherwise determined by the Board in its sole and absolute discretion from time to time.

Private foyers, catwalks and like portions shall not be obstructed or used as storage. No lit fires, candles, torches should be left in these areas.

5. The Association maintains several hotel-type carts and/or grocery carts to facilitate transporting small items to a Unit (available at the Valet Office located adjacent to Service elevator #6). Due to high demand, use of such carts is limited to a maximum of thirty (30) minutes at a time. To check out a cart, residents must park in the loading area located on the left side of the ramp. Residents will be provided a cart receipt until the cart is returned at the same location it was picked up. Use of the carts is restricted to the service elevators, the parking garage, catwalks, and units.

Carts are not allowed in the lobby or resident elevators. If after thirty (30) minutes, there are no other residents waiting to use the cart and/or other carts available, the cart may be checked out for another thirty (30) minute period. All carts (luggage and shopping) are provided for resident use only. Carts are not to be used by contractors and not to be used to transport people, pets, heavy boxes, and/or construction materials.

6. No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance into any of the patios, balconies, terraces, lanais, or upon the Common Elements. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces, balconies, balcony ceilings, patios, lanais, or windows of the Building (including, but not limited to, awnings, signs, storm shutters, satellite dishes, screens, window tinting, furniture, fixtures and equipment), change the appearance, whether by paint or otherwise, of any exterior wall, or exterior balcony face, change and/or modify the exterior wall system, and/or any handrails or balcony walls or railings, without the prior consent of the Association. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States Flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. No Unit Owner shall install a screen enclosure, glass enclosure, or the like, to or upon the outside walls of the Building or on the Common Elements or Limited Common Elements without the prior written consent of the Association. No Unit Owner shall be permitted to store any items whatsoever on balconies, patios, terraces or lanais, including, without limitation, bicycles and/or motor bikes. Further, no grilling shall be permitted on any balcony, patio, terrace, or lanai.

7. All refuse must be deposited in tied plastic bags and placed in areas designated for refuse disposal. The trash chute is located on the West side of the Building next to the service

elevators. Cardboard boxes must be compacted (flattened) and brought down to the Recycling station located on the ground level (green area) adjacent to Service elevator #5.

8. All curtains, blinds, shutters, levelers, or draperies (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced by the Unit Owner, at such Owner's sole cost, with items acceptable to the Association.

9. No Unit Owner shall cause or allow improvements or physical or structural changes to any Unit, Limited Common Elements appurtenant thereto, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing or altering any electrical wiring or plumbing systems, installing television antennae, satellite dishes, electronic devices, transmitting and/or receiving equipment, machinery, or air conditioning units which in any manner change the appearance of any portion of the Building or exterior of said Unit, without obtaining the prior written consent of the Association. Unit Owners may attach a religious object on the mantel or frame of the Unit Owner's door not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

Without limiting the generality of the foregoing, to the extent that the Condominium has been constructed with either a precast concrete system or post tensioned cables and/or reinforcing rods, absolutely no penetration shall be made to any floor, roof, or ceiling slabs without the prior written consent of the Board of Directors and review of the as-built plans and specifications for the Building. Furthermore, Each Owner hereby acknowledges and agrees that the penetration of any post tensioned cables and/or rods may threaten the structural integrity of the Building. The plans and specifications for the Building shall be maintained by the Association as part of its official records. Each Owner hereby releases the Association, Developer, Developer's Affiliates, Paraiso Bay Master Association, Inc. (the "Master Association"), its members, contractors, architects, engineers and its and their officers, directors, shareholders, employees, and agents from and against any and all liability that may result from penetration of any of the surfaces.

Improvements to units also require a Contractor Deposit and/or City Permits when applicable as part of approval process. The use of Association Engineer shall be at the owner's expense.

10. Children shall be permitted to be occupants of Units. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance with the rules and regulations of the Association. All children under sixteen (16) years of age must be accompanied by an adult when entering and/or utilizing any recreational facilities.

Fobs shall not be provided to children under the age of sixteen (16).

11. In order to facilitate access to Units by the Association for the purposes enumerated in the Declaration, the irrevocable right to have access to each Unit and any Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for pest control or other purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any

time and by force, if necessary, to prevent damage to the Common Elements or to a Unit or Units, including, without limitation, (but without obligation or duty) to install and/or close exterior storm shutters (if applicable) in the event of the issuance of a storm watch or storm warning and/or to maintain, repair, replace and/or operate Life Safety Systems, or perform emergency maintenance. Unless the Association expressly assumes the obligation to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning, the obligation to put shutters on, and then remove shutters, intended to protect individual Units, shall be the sole obligation of the Unit Owner.

12. A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by the Owner's negligence or by that of any member of the Owner's family or the Owners guests, employees, agents, invitees or lessees, but only to the extent such expense is not met by the proceeds of insurance collected in respect of such negligence by the Association. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance to impose any applicable fines (in accordance with and as to the extent permitted by, the provisions) to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, provided, however, that nothing contained in this section shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, the Declaration, the exhibits annexed thereto, or these rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (including appellate attorney's fees).

13. In order to facilitate access to Units by the Association, it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units (or otherwise make access available) to the Association for use in the performance of its functions. No Unit Owner shall change the locks to his or her Unit (or otherwise preclude access by the Association) without so notifying the Association and delivering to the Association a new set of keys (or otherwise affording access) to such Unit.

14. All parking shall be governed by the Master Association and the parking rights of Unit Owners shall be set forth in the recorded Declaration of Covenants, Restrictions and Easements for Paraiso Bay (the "Master Covenants"). Parking in unauthorized areas may result in towing vehicles without notice, at the sole expense of the owner of the vehicle. The Association shall not be liable for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing.

15. The Amenities shall be governed by the Master Association and the access rights of Unit Owners shall be set forth in the recorded Declaration of Covenants, Restrictions and Easements for Paraiso Bay (the "Master Covenants").

16. No Unit Owner shall make or permit any disturbing noises in his/her Unit by himself/herself or his/her family, servants, employees, agents, visitors, or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners or residents. No Unit Owner 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 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.

17. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.

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

19. Employees and contractors of the Association are not to be sent out by Unit Owners for personal errands. The Board shall be solely responsible for directing and supervising employees and contractors of the Association.

20. A Unit Owner who plans to be absent during all or any portion of the hurricane season must prepare his or her Unit prior to departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage and furnish the Association with the name(s) and contact information of such firm or individual. To the extent the Association is forced to enter a Unit in order to prevent damage to the Common Elements or to a Unit or Units, the Association may charge the Unit Owner for the sums necessary to do whatever work is required.

21. These Rules and Regulations shall not apply to the Developer, nor its agents or employees, and contractors, nor to Institutional First Mortgagees, nor to the Units owned by either the Developer or such Institutional First Mortgagees, unless the Rules of the Florida Department of Business and Professional Regulation or the Act require otherwise. These Rules and Regulations shall apply, however, to all other Unit Owners, tenants, residents, occupants, and guests even if not specifically so stated in portions hereof.

22. A unit owner may maintain two (2) domesticated pets in a Unit provided that such pets/animals are: (a) permitted to be so kept by applicable laws and regulations; (b) not left unattended on balconies, terraces, patios and/or in lanai, and foyer areas; (c) generally, not a nuisance to residents of other Units or of neighboring buildings; (d) pets/animals must be registered with the Association. As part of the registration, the Association may require veterinary records, vaccination records and photographs of the pets/animals and may charge a pet registration fee. The Association may also require that the pet (s)/animal (s) be registered in a "Doggie DNA Program" and (e) not a breed prohibited by applicable law or considered to be dangerous or a nuisance by the Board of Directors (in its sole and absolute discretion). Pets/animals must always be leashed. Domesticated pets/animals must be carried when transported through the lobby. If the pets cannot be carried, the service elevator must be used. Residents are responsible for picking up all solid waste of their pets/animals and must dispose of such wastes appropriately.

Pets/animals may only relieve themselves in designated areas; however, in no event shall pets/animals relieve themselves in and/or around the valet areas, in front of the Condominium lobby, in front of the Commercial Units (if any), or any seating areas around the perimeter of the Building. The Association retains the right to effect any and all necessary repairs to any landscaping or other damage to the Common Elements caused by a resident's pet and charge the Unit owner for said repairs. For the safety of your pet(s)/animal(s) and that of other residents and guests, pets are prohibited in the amenity areas. Unit guest(s) visiting with pets/animals will have to use Service Elevators. No pets shall be permitted inside private elevators and lobbies. Pets/animals must be leashed.

22.1 Service Animal and Emotional Support Animals Requirements.

The Association complies with the federal and Florida Fair Housing Acts and will permit reasonable accommodations to the "pet" restriction when proper documentation is provided to support the request. All approved assistance animal Owners are required to comply with these reasonable rules and regulations. A violation of these rules and regulations may result in the Association's withdrawal of the approval of the assistance animal and other remedies permitted under the law. Unapproved animals are not permitted on the property.

All requests for accommodations for service and support animals must be approved in writing, prior to any service or support animal being brought on property or in a unit. This includes visitors and guests, as well as Owners and Tenants. The documentation must come from a health care professional with "personal knowledge" of the requesting party's condition/disability and establish a "disability" related need for the animal, as the term disabled/handicap is defined in the federal and Florida Fair Housing Acts. For emotional support animals, the documentation must also comply with Florida Statute Section 760.27, in all respects. Anyone seeking an accommodation to the pet restriction must provide the Association with sufficient time to review the request. The Association does not accept letters, tags, certificates or identification cards, purchased online, to establish a disability related need for an assistance animal.

23. Each Unit shall be used as a residence and/or home office only, except as otherwise expressly provided in the Association's governing documents, all in accordance with, and only to the extent permitted by, applicable County, State and Federal codes, ordinances, and regulations. Home office use of a Unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property.

24. Occupancy of a Unit generally may not exceed two (2) persons per bedroom. Notwithstanding the foregoing, the Association, in its reasonable discretion, may take additional factors into consideration including, without limitation, size of bedroom and Unit, age of occupants, configuration of Units, and other relevant factors.

25. Any authorized user of a Unit for up to fourteen (14) days or less shall be deemed a "Guest". The Owner must notify the management office of the name of the authorized Guest(s)

and duration of their stay at least forty-eight (48) hours prior to arrival. Owners are fully responsible for their Guest's compliance with the Condominium's rules along with any damage caused by a Guest to the Common Elements or Condominium property. Fobs shall not be provided to Guests under any circumstances.

Persons visiting a Unit occupant shall be deemed a "Visitor". Upon arrival at the front desk, management or security must announce the Visitor's arrival to the Unit occupant and get clearance to allow the Visitor up into the Building. A local telephone number is necessary for the desk to contact you. Visitors must Sign-in each time they enter the Building. Owners are fully responsible for their Visitor's compliance with the Condominium's rules along with any damage caused by a Visitor to the Common Elements or Condominium property. Fobs are for resident use only and shall not be provided to Visitors under any circumstances, if guest/visitor is seen using resident fob, fobs will be restricted and activated only for the unit resident in person.

A Guest is deemed to be a tenant after fourteen (14) days of occupancy. This also applies to friends and family members, regardless of whether rent is charged or collected. Management and/or security shall require that photo identification be produced by Visitors or Guests prior to entering the Building. Refusal will bar any such Visitors or Guests from entry beyond the front desk.

26. Smoking, vaping, and the use of other products that emit/produce smoke is prohibited in all public areas of the Building including, without limitation, all hallways, restrooms, stairways, trash areas, elevators, and lobbies.

27. No portion of a Unit (other than an entire Unit) may be rented. Each lease shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation or By-Laws of the Association, the Master Covenants or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. No lease of a Unit shall be for a period of less than thirty (30) days and no Unit shall be leased more than three (3) times in any twelve (12) month period. Any other short-term rental that does not comply with the previous criteria are strictly prohibited.

Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that (a) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all Exhibits thereto), the Master Covenants and with any and all rules and regulations adopted by the Association and/or Master Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same), and (b) the applicable Association shall have the right to terminate the lease or restrict the tenant's use of the Common Elements and/or Common Areas upon default by the tenant in observing any of the provisions of the Master Covenants (and its Exhibits), the Declaration (and all Exhibits thereto), the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium Property or administered by the Association. A Unit Owner will be jointly and severally liable with the tenant in its Unit to the Association for any amount which is required by the applicable Association to repair any damage to the Common Elements and/or Common Areas resulting from acts or omissions of tenants (as determined in the sole discretion

of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefor.

- No Subleasing.
- Required Renters Insurance and upon subsequent renewal.
- Security deposit difference for any renewal.

28. Food and other items ordered for delivery must be picked up at the Front Desk (Valet Office) or sent to the Unit prior a proper announcement is made and using only the Service elevator; Resident will be responsible to meet the delivery at their Service back door. When the delivery person arrives at the Building, the Front Desk will call your unit. A local telephone number is necessary for the desk to contact you. Individual situations involving disabilities, etc. can be brought to the attention of Management.

Any package and perishable items delivered to the Valet Office will be held for 24 hours prior to being discarded.

29. No hunting or use of firearms shall be permitted anywhere on the Condominium Property.

30. In addition to any and all other remedies available to 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, Articles of Incorporation, or By-Laws. In addition to the foregoing, the Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest or invitee, to use the Common Elements, common facilities, or any other Association Property for failure to comply with any provision of the Declaration, the By-Laws, or rules of the Association.

31. Attire: to maintain a pleasant residential environment for all our residents, proper attire (shirts, shorts/pants, footwear) is required in the lobbies, elevators, and corridors.

32. The ADA access ramp is located in the east side of the valet area.

33. Etiquette: To maintain a peaceful and pleasant environment the Association has implemented a zero-tolerance policy; harassing behavior, either verbal or physical, any form of intimidation or aggression directed to residents, guests' occupants, or directed at Management, Association Agents, Board of Directors, or its Employees shall not be tolerated.

34. Property Damage: damages to the Common Elements caused by an owner, his family, invitees, lessees, or employees shall be the responsibility of the unit owner to expense any repairs it may incur.

35. Elevator Reservation Fee: The Elevator must be reserved with the Management office 72 hours in advance, a non-refundable fee of \$100.00 is required to complete the reservation process.

36. Background Check: background check is required for anyone above the age of 18.

37. Fire Alarm: False Alarm fees to be billed to anyone triggering the alarm, no greater than the amount billed from the City of Miami.

38. Lease Termination: Failure to comply with the Rules and Regulations and excessive violations will result in termination of leases.