

1300 S MIAMI AVE CONDOMINIUM ASSOCIATION, INC RULES AND REGULATIONS

1300 S Miami Ave Condominium Association, Inc. has certain use restrictions and covenants along with reasonable rules and regulations, which are intended for the community's best interests. They aid in helping to maintain the beauty and tranquility of the area and preserve property values. There are rules and regulations and use restrictions on architectural modifications, parking, conduct of residents and guests, refuse disposal, pets, signs and exterior antennas, sales and rentals, among others. These rules and restrictions are completely contained in the Association's Governing Documents, however, some matters of interest have been briefly outlined for you in this publication. Solely for your convenience, the Governing Documents are: The Declaration of Condominium, The Articles of Incorporation, and The By-Laws, and such documents may be amended from time to time. The Declaration of Condominium contains Covenants, Conditions and Restrictions on the use of the property, of which are filed with the County's real estate records, like your deed, and bind the community and its occupants even as your property changes hands. The Articles of Incorporation and By-Laws supplement and implement the Declaration of Condominium. New owners are urged to read the Governing Documents of the Association. Whether you are a unit owner or a tenant, your interest and cooperation is needed to maintain the aesthetics and harmony of this community. Certain use restrictions and rules have been outlined for you in this publication, solely for your convenience, and may be amended from time to time. Your interest and cooperation is needed to maintain the aesthetics and decorum of this community. Every Unit Owner and occupant shall comply with the rules set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration and Bylaws, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners for specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

ACCESS CONTROL KEY FOBs & GARAGE ACCESS CONTROL DEVICES

Unit Owners / Residents are required to use their key card / fob to gain access into the building. Front Desk Staff CANNOT be expected to recognize all Residents and may require you to use your Common Element key to access areas of the building.

Registered key fobs and/or garage access control devices are not to be shared with other owners, renters and guests. Key fobs garage access control devices will be deactivated if found to be in possession of a non-registered owner, tenant, guest, contractor, visitor, etc.

Key fobs and garage access control devices are non-transferrable and non-assignable, except in circumstances where the unit is being sold or leased.

A key fob is required to enter the facilities.

Residents may purchase additional key fobs for immediate family member residents at a cost of **\$25/per key fob** and subject to availability. Lost key fobs will be deactivated. During the building start-up, additional key fobs may not be available until all 453 units have completed orientation and all unit owners have received their initial key fobs.

Residents may purchase additional garage access devices for registered vehicles only at a cost of **\$50/per device** and subject to availability. Lost access devices will be deactivated. During the building start-up, additional garage access devices may not be available until all 453 units have completed orientation and all unit owners have received their initial device.

Garage access control devices shall not be provided to guests, vendors, contractors, family members, or anyone whose vehicle is not registered with the Management Office. Management will deactivate any and all devices should anyone be caught using a device registered in someone else's name.

ADVERTISING

Commercial advertisements shall not be posted or circulated on, or around, the property nor shall solicitations of any kind be made in the building facilities or upon the property's stationery without the prior approval of the Management Office and Board of Directors. Other than as permitted by the Management Office, no petition shall be originated, solicited, circulated or posted within the Condominium property.

APPLIANCES

Only properly trained, licensed, and insured companies, should move, disconnect, re-arrange, or alter the appliances in your unit(s). Using an unqualified vendor could lead to a significant water loss and/or damage to the equipment, for which you may be held responsible. Please see Management Office for a list of qualified vendors.

ATTIRE

It is expected that the residents will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Association when using the Lobby and other Common Areas. Bathing suits may only be worn in the pool and pool deck areas. Cover-ups, shirts and shoes must be worn at all times. It is also expected that residents will advise their guests of the dress requirements.

AUTOMOBILES

Residents must have their vehicles registered with the Department of Motor Vehicles and display a current license plate. The vehicle must be legally operable and in good operating condition. Vehicles leaking fluids must be repaired immediately; however, repairs are not permitted on the property. Moreover, the Association assumes no responsibility or liability resulting from damages or losses from a resident's vehicle or property within the vehicle. Guest parking is subject to the availability.

Vehicles may be towed if they are without a current license plate, are inoperable, or they have alarms or horns sounding for an extended period of time. Commercial Vehicles such as work vans, taxi cabs, and work trucks may not be registered to the unit. Vehicles may be reclaimed from the towing company that is posted at the parking lot entrances. The term "Operable," means that the vehicle shall have air in the tires, it shall have all major components intact (including glass) and it shall not be used to store items. Vehicles may be towed if they are improperly parked: any vehicles, with or without a permit, vehicles left unattended in the driveway, across or encroaching on another space, in striped areas next to handicapped spaces, on landscaped areas, and in fire and/or emergency areas or any other posted "No Parking" areas. If any vehicle is in violation of the parking rules, it may be towed without any warning. Vehicles parked in restricted areas may be towed immediately.

Vehicles shall be towed from designated "Handicapped Spaces" if:

- They do not display a State legal and un-expired Handicap Parking Permit;
- They are found parked in a striped space adjacent to, but part of a Handicap Space;
- If the authorized user of the permit departs from the community in any other vehicle.
- All Handicapped Parking Permit's must be registered with the Management Office.

BALCONIES AND TERRACES

Your balcony or terrace is an important part of the overall appearance of the building. To ensure that all balconies and terraces remain attractive, the Association requests that the following rules are observed:

- Curtains and drapes (including linings) which face the exterior windows or doors shall be white or off-white in color. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.
- Terraces may not be enclosed, covered with an awning, increased in size or altered in configuration.
- Without first obtaining the prior written approval of the Shared Facilities Element Owner, no articles other than patio-type furniture shall be placed on the balconies, patios, terraces and/or lanais or other Common Elements or Limited Common Elements. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, patios, terraces, lanais, railings or other portions of the Condominium or Association Property.
- Owners or occupants shall not permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property, any dirt, cigarettes or other objects and/or substance onto any of the balconies, patios, terraces and/or lanais or elsewhere in the Building or upon the Common Elements. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the Condominium Property or Association Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.
- Window air conditioning units may NOT be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door, or any reflective or tinted substance placed on any glass, unless approved in advance by the Board of Directors in writing. No

unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

- You are responsible for maintaining the highest level of sanitation and upkeep of your terrace. At no time shall pets be allowed to use the balcony as a bathroom. You are responsible for maintaining all balcony/terrace, floor patio and/or lanais sealants, drains (if applicable) and waterproofing materials in good working order and shall maintain all balcony/terrace, floor patio and/or lanais surfaces (exclusive of railings) with the compatible materials necessary to achieve the expected upkeep of all such existing materials when each begins to show signs of wear (subject to the prior approval of the Association with respect to material, color and the like).
- Stickers, adhesives and other foreign objects are not permitted on (or inside) your windows.
- No Unit Owner or occupant shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings or windows of the Building without first obtaining the prior written approval of the Shared Facilities Element Owner. 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 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.
- No barbecues or outdoor grills may be installed, stored or operated on covered balconies or terrace.
- No bicycles or the like may be stored on your balcony or terrace.
- Garbage or waste of any kind shall not be left, stored or placed on your balcony or terrace.
- If you will not be in residence during unusual weather, please remove all movable objects from your terrace.
- The Shared Facilities Element Owner will have the right to approve the exact material to be used on balconies, terrace, patios, and/or lanais. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. No cutting of any material is permitted outside of your Unit, including on the balcony. The Owner's responsibility for compliance herewith includes, but is not limited to, meeting all other requirements of the Association such as obtaining permits, insurance for the Association and must be installed prior to the Residential Unit being occupied.
- The installation of any improvement or heavy object, except typical outdoor furniture, must be submitted to and approved by the Shared Facilities Element Owner, and be compatible with the overall structural design of the building.
- No Residential Unit Owner shall install and/or affix television antennae or satellite dishes which in any manner change the appearance of any portion of the building or the exterior of said Unit, without first obtaining the prior written approval of the Shared Facilities Element Owner.

CHILDREN

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 by them with these Rules

and Regulations and all other rules and regulations of the Association. Loud noises by children will not be tolerated. All children must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities/common areas.

COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOATS

No commercial trucks, buses or any commercial vehicle, excluding police vehicles, shall be permitted to be kept, stored or parked upon any portion of the parking garage. Trailers, campers, recreational vehicles, house trailers, boat trailers or boats shall not be parked in the parking garage. No vehicle shall remain on the Property unless it has current state license plates, a current inspection sticker and complies with all other applicable laws. Repairing vehicles of any kind shall not be permitted on any portion of the Property.

COMMON AREAS OF THE CONDOMINIUM

- The common areas of the Association are for the exclusive use of Association members, their immediate families and houseguests.
- A resident must accompany guests while they are using common areas of the Association.
- The front entrance of the lobby is reserved for residents and their guests only.
- All deliveries and service personnel must use the service/receiving entrance and service elevators.
- Animals must be carried when in the residential lobby and elevators. All pets must be kept on a leash when in the Common Elements (unless in the residential lobby where pets are to be carried) located within and around the Building and in designated areas.
- The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Areas shall not be obstructed nor used for any purpose other than ingress and egress to and from the Condominium property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored thereon, except in the areas (if any) designated for such purposes.

DOORS (UNIT ENTRY DOORS, DOORBELLS, KNOCKERS, HANDLES, AND LOCKS)

With the exception of locks, changes or additions to the Unit entry doors as originally delivered are not permitted and any applications for such will be denied.

Occupants must submit an Architectural Modification Form to add or change locks on the door. Locks generally will be approved so long as they are in keeping with the scale of the door and match the color of the other hardware on the door **and the applicant provides a copy of the key to the Association for emergency access to the Unit.**

Repainting the interior Unit side of entry doors is permitted without Association approval. Repainting of the corridor side of entry doors by owners or occupants is prohibited.

ELEVATOR USE

Service Elevator –

- Personal property, other than hand baggage and packages, must be transported in the service elevator.

- Prior to moving into or out of any unit, the service elevator must be reserved. See MOVE IN/MOVE OUT Section of the Rules and Regulations.
- Persons making deliveries to units of large or bulky items that do not require use of an elevator key shall have the same right of access to the service elevator as persons making authorized moves/deliveries requiring an elevator key and shall be allowed use of the elevator in rotation with persons making such moves/deliveries. Residents must advise anyone making deliveries of large items to use the service elevator. If the resident will not be present for deliveries or moves, prior arrangements for admission should be made with the Association Management Office.
- In the event the service elevator is inoperable and cannot reasonably be expected to become operational in a short period of time, one passenger elevator may be designated for deliveries by the General Manager. In all cases where the passenger elevators are so used, the interior walls must be padded to prevent damage and marring.

Residential Elevators –

- Residential elevators may not be used for move ins or move outs.
- No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevators. The elevators are reserved for the exclusive and uninterrupted use of Residents and other persons lawfully on the property.
- In the event of a fire, all residents must use the stairways; the use of the elevator is strictly prohibited.
- All persons unable to operate the emergency buttons are not permitted to ride elevators unescorted.

EMPLOYEE INTERACTION AND SUPERVISION

No person may abuse any of the employees, verbally or otherwise. All employees of the Association are under the supervision of the Community Association Manager and no person shall reprimand or discipline any employee, nor request that an employee leave the property for any purpose. Any employee not rendering courteous and prompt services should be reported to the Management Office immediately.

FIREWORKS/FLAMMABLE SUBSTANCES

Absolutely no fireworks are permitted anywhere on the Association property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Association or Shared Facilities Element Owner. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, balcony or terrace, or on the Common Elements, other than as is reasonable and customary in vehicles and/or in cleaning supplies. Please notify the Management Office of any spills or suspicious liquids immediately.

FITNESS CENTER

- Use of the facility is restricted to Hotel Guests, Unit Owners, Residents and their registered guests, and whomever may be deemed appropriate from time-to-time by the Shared Facilities

Element Owner. Visitors or guests must register at the Front Desk and must be accompanied by the Resident at all times.

- Please refer to the Shared Facilities Element Rules and Regulations.

INSURANCE

The Unit Owner and/or resident is recommended to insure all personal property within the Unit or the limited common elements, hard surface flooring, wall finishes and ceiling coverings, electrical fixtures, appliances, water heater(s), water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing. Accordingly, any policy obtained by the individual Unit Owner should provide coverage for the above-referenced items. Individual Unit Owners and/or occupants are recommended to maintain insurance for Hazard and Liability on their Unit whether they have a mortgage or it is paid in full and shall be required to furnish a copy of such to the Association upon request.

LEASING OF UNITS

Leasing of Units shall be subject to full disclosure to the Association. No portion of a Residential Unit (other than an entire Residential Unit) may be rented. Every 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, or other applicable provision of any agreement, document or instrument governing the Condominium or administered by the Association. No lease of a Residential Unit shall be for a period of less than thirty (30) days and no Residential Unit shall be leased more than three (3) times in any twelve (12) month period.

An application processing fee of One Hundred Dollars (\$100.00) is required in the form of a check made payable to 1300 S Miami Ave Condominium Association, Inc. A separate \$100.00 application fee must be paid for each additional individual over the age of eighteen (18) anticipated to reside in the Unit, spouses excluded. Payment must be made with the submittal of a fully completed Lease Application Package. At no time are fees refundable.

Tenants must register any and all pets with the Association and comply with all reasonable rules and regulations that may be adopted pertaining to pets from time to time.

MOVE IN/MOVE OUT & DELIVERIES

- Move-in requests are handled on a first-come, first-served basis and must be scheduled with the Management Office. Each resident shall provide the Management Office with a completed **MOVE-IN/OUT AND DELIVERY POLICY FORM** specifying the name of your mover(s) and/or moving company. Moving trucks, vans, freight-liners, etc., that show up without being scheduled will be turned away.

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- Moving companies must provide the Association Management Office with a proper license and Certificate(s) of Insurance (COI) in accordance with the insurance requirements provided in the **CONTRACTOR & VENDOR REQUIREMENTS FORM**. No mover will be allowed access to the building unless the COI has been delivered to the Management Office and the information contained therein is confirmed.
- At no time shall your movers block the ingress and egress of any areas or be stored in the doorways, hallways and/or vestibules of the building. To protect the woodwork, hallway walls, elevators, entry areas, finishings, wall coverings, doors and framing, and other areas of the Common & Limited Common Areas of the building, each resident must instruct their moving company to wrap ALL furniture with moving blankets. It is recommended that your movers wrap all furniture prior to arrival, which should improve their efforts to work within the specified move-in timeframe. All dollies and handcarts must have padded bumpers on exposed edges.
- To protect corridor flooring, Masonite or other flooring safeguards must be installed. All flooring safeguards must be laid down prior to your move-in and removed at the end of every day and stored in your unit. All plants must be bagged to prevent soil spillage.
- No full or partial moves shall be allowed on Saturday, Sunday or holidays.
- No vehicles with more than four axles will be allowed on the property.
- No move-ins or move-outs may be started after 2:00 p.m.
- Deliveries of medical equipment may be made at any time; however, it is the responsibility of the resident to notify the Association Management Office in advance about the delivery explaining that it is medical equipment so that the delivery vehicle will not be turned away.
- Movers must not lock the elevator off when it is not in use.
- Move activity must not impede safe and easy passage of pedestrian traffic into and out of the service entrance, at the elevator lobbies, or within hallways.
- Vehicles used in the move must not impede access to the service entrance or garage entrance and must not be parked in a manner that impedes vehicle or pedestrian traffic. Management personnel will make the determination whether this provision is violated. Moving vehicles must be parked outside the facilities as soon as delivery is completed. Vehicles may not stay in the Receiving area during furniture set-up.
- Vehicles used in the move must not be parked with engine running
- Upon completion of the move or delivery, all debris and packing material must be removed, the area used for moving or delivery must be cleaned up, and the service elevator and hallways inspected for damage.
- Owner retains sole responsibility for the activities and behavior of all individuals involved with their move.
- Owner will be held responsible for any damages caused by their movers or moving vehicle. The resident will have the burden of payment for damages and can pursue personal reimbursement with the moving company.

NOISE

Share in the mutual courtesy of your neighbors by avoiding unnecessary noise. In order to ensure that the rights of all residents are respected, the Association requests that you comply with the noise

restrictions set forth in your Condominium Governing Documents. Construction and carpentry work within residences can only be done Monday – Friday, between the hours of 9:00 a.m. and 4:00 p.m., which are not nationally observed public holidays.

NUISANCES

No nuisances (as defined by the Association with respect to the Common Elements, and by the Shared Facilities Element Owner) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by the Declaration or the Master Covenants, including, without limitation, activities or businesses conducted from the Shared Facilities Element, the Hotel Element and/or the Commercial Element, shall be deemed a nuisance, regardless of any noises and/or odors emanating therefrom.

No noxious or offensive activities shall be carried on in any Condominium or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

No Unit Owner shall make or permit the Unit Owner's family, friends, agents, employees or visitors to make any disturbing noises in the Apartment or the building, or do or permit anything to be done by such persons which will interfere with the rights, comforts or convenience of other occupants of the building. Sounds from any apartment of any kind and televisions, radios, stereos, musical instruments and other forms of music or noise producing entertainment devices and singing should be kept at low enough volume levels so as not to unreasonably disturb other occupants of the building. This rule applies to both day and evening use and activities.

Telephone ringers should be set at a moderate or low level so that they cannot be heard in hallways or in neighboring Units.

Household pets will be allowed, pursuant to the Declaration, only so long as they do not become a nuisance to the other residents. Pets, when outdoors, must be leashed and not tied to a deck or other structure. If pets create noise or other disturbances or unpleasantness or in the discretion of the Board, threaten life, safety or welfare of any resident, the Board will be forced to rule that the pet(s) must be removed.

No Offensive decorations or signs will be allowed to be displayed on, or within the Property.

No owner, family member, tenant, resident, guest, business invitee, or visitor shall smoke cigarettes, cigars, or any other tobacco product, marijuana, or any illegal substance within the enclosed or unenclosed common areas of the Property. "Smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar or other tobacco product, electronic cigarette or similar lighted device, marijuana, or illegal substance.

No person shall engage in any conduct which poses an unreasonable risk of harm to any person or to any property, or which may unreasonably disturb any person's reasonable expectation of peace or quiet enjoyment of the Association.

PERSONAL SERVICES

No person shall request special personal services from employees of the Association (Concierge excluded) whom are on duty or the personal use of the property's furnishings or equipment, which are not ordinarily available for use by such person. Please note that employees of the Association may not have or hold any employment or contractual relationship that would create a continuing or recurring conflict between the employee's duties or that would impede the full and faithful discharge of the employee's duties.

PETS

The following rules apply to Pets –

- A Unit Owner may maintain two (2) domesticated pets in his or her Unit.
- A Unit Owner and/or Tenant must register each pet with the Association. As part of the registration, the Association requires veterinary records, vaccination records and photographs of the pet. The Association may require that the pet(s) be registered in a "Doggie DNA" program.
- Only pets that are permitted by applicable laws and regulations are permitted to be maintained at the Property.
- A pet breed that is prohibited by applicable law or considered to be dangerous or a nuisance by the Board of Directors (in its sole and absolute discretion) may not be maintained at the Property. American Pitbull Terriers, American Staffordshire Terriers, Staffordshire Bull Terriers or any other dog that substantially conforms to any of these breeds' characteristics are prohibited.
- A pet may not be left unattended on balconies, terraces, patios and/or lanai areas.
- Pets must be leashed at all times while on the common areas, must be carried through the front lobby area and residential elevators, or must be taken out the back exits if unit owner is unable to carry the pet.
- The maintenance of a pet may not create a nuisance to residents of other Units or neighboring buildings.
- A Unit Owner and/or Tenant is responsible for picking up all solid wastes of their pets and must dispose of such wastes appropriately. Pets may only relieve themselves in designated areas, however, in no event shall the pets relieve themselves in and/or around the valet areas, in front of the Hotel and/or Condominium lobbies, in front of any of the Commercial Units, or any seating area around the perimeter of the Building.
- Any landscaping damage or damage to the surrounding artwork or other damage to the common elements and/or Residential Limited Common Elements caused by a Unit Owner's, and/or tenant's pet(s) must be promptly repaired by the Unit Owner. The Association and/or Shared facilities Element Owner retains the right to effect said repairs and charge the Unit Owner therefor.

- For the safety of your pet(s) and that of other residents and guests, pets are prohibited in the Gym, Pool, Sky Deck (Rooftop pool) Spa Facilities, and Recreational Room Areas.

POLITICAL/RELIGIOUS FUNCTION

The Association may not be used for functions, which are related to past, present, or future fund raising efforts for the benefit of a political cause, except as specifically permitted by the Board of Directors. The building facilities shall not be used in connection with organized religious services unless otherwise determined by Board of Directors from time to time.

POOL (SKY ROOF POOL DECK)

The Sky Roof Pool Deck is Exclusive to the Residents of the Condominium Association and NOT accessible by Guests –

- Hours of Operation are from **dawn to dusk daily**.
- Furniture on Pool Deck, including chairs and cushions, must not be removed from the areas.
- Chairs, pads, umbrellas and/or cabanas left unattended for more than one hour will become available.
- All chairs and furniture are first come, first served and may not be reserved by anyone.
- The Association will not be responsible for any items left unattended or removed from chairs.
- All children must be accompanied by an adult at all times.
- Swimmers must shower before entering the pool or spa.
- No animals are allowed on the pool deck or in the pool.
- No glass items are allowed on the pool deck.
- No children in diapers are allowed in the pool (Swimmies diapers are acceptable). An adult must supervise infants in the pool at all times.
- Nude swimming or sunbathing is not allowed at any time.
- Pool and pool deck games are allowed as long as those do not disturb Residents, Guests or Visitors. Any persons engaged in a pool game must refrain from doing so, should it become a nuisance to any of the Residents, Guests, or Visitors or should it, at the sole discretion of Management, be a hazard to the Association. Damage to Association Property or its Residents, guests or Visitors shall be the responsibility of the person(s) causing such damages and their parents.
- Physical games such as baseball, soccer, football, ball throwing, etc. are not permitted on the pool deck.
- All cushions, on pool chairs and the pool lounge chairs, must be covered with a towel.
- No musical instruments or sound systems, other than headsets, can be used at the pool deck.
- In order to protect the integrity of the umbrellas and avoid bodily injuries that may be caused by blown away umbrellas, the use of the umbrellas will be temporarily discontinued when high winds exist. This decision will be at the sole discretion of Management.
- Smoking is not permitted on the pool deck.
- Scooters, roller blades, bicycles, skateboards or other mechanical recreational equipment are not allowed to be used at the pool deck.

POOL (9th LEVEL POOL TERRACE)

The 9th Level Pool Terrace is shared with Residents and guests of the Condominium and Hotel guests –

- Rules and Regulations are determined by the Shared Facilities Element Owner.
- Residents may not bring Food or Beverages, other than bottled water, to the Pool.

SALE AND LEASE PROCEDURES

In order to maintain the security, both financially and physically of the Association and its members, the Association has adopted, consistent with the provisions of the Condominium Documents, the following rules regarding the sale or lease of Units:

Sale

Prospective purchaser must complete all information requested on the sale package at least fourteen (14) days prior to any scheduled closing date. The sale package is available from the Management Office.

- The new Owner is required to attend an orientation session with Management to familiarize himself/herself with the building prior to move-in.

Real Estate Agents

- Owners must register all listing agents with the Management Office. A copy of an executed listing agreement for the applicable Unit(s) must be provided to the Association.
- Real Estate Agents must be pre-registered with the Management Office by the Owner themselves. Once designated by the Owner, the Real Estate Agent must pre-register all individuals within the realty group that may, from time to time, be called on to show a Unit. Real Estate Agents not on the approved list for a particular Unit will not be granted access.
- All Real Estate Agents must register at the Front Desk upon arrival, identify all visitors, accompany all prospects to the Unit while on the property, and must have their own key for entry into the Unit (the Front Desk and/or the Management Office will not hold keys for Real Estate Agents).
- Owners are responsible for providing the unit key to the listing agent.
- Lock-boxes are not permitted on the property.
- Open houses are not permitted.
- Showing of Units are reserved exclusively from Monday through Sunday 9:00 a.m. to 6:00.p.m. and are limited to three (3) persons at any given time (agent and two (2) other clients).
- Management staff will not hold unit keys from Owners for use by listing agents.

Lease

- Prospective lessee must complete a Lease Application at least thirty (30) days prior to any scheduled lease commencement date. The application is available from Management Office.
- A copy of the lease contract must be provided to the Management Office along with the application prior to any move-in.
- No lease of a Unit shall be for a period of less than 30 days.
- If so required by the Association, an Owner wishing to lease a Unit shall be required to place in escrow with the Association a reasonable sum (the equivalent of one (1) month's rent), which

may be used by the Association to repair any damage to the Common Elements and/or Association property resulting from acts of omissions of tenants.

- The Association may charge a processing fee in connection with the application of any lease or per applicant.
- Lessee must attend an orientation session with Management to familiarize himself/herself with the Building prior to the issuance of the lease approval.
- Please refer to Section 17.8 of the Declaration of Condominium for 1300 S Miami Ave Condominium Association, Inc.

Lessee(s) will not be permitted to move in until the required forms are completed and signed, the necessary fees are paid, and the new residents have met with Management. When a Unit is leased a lessee shall have all use rights in the Association Property, Shared Facilities and those Common Elements otherwise readily available for use generally by the applicable Owner, and the Owners of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the lessee. All Owner fobs and access devices will be deactivated for the term of any lease of their Unit(s), to include, but not be limited to, the garage. All lessees must abide by the Condominium Documents, including, but not limited to, the Rules and Regulations.

Fees

Prior to occupancy of the Unit, **Lessee** shall be required to place in escrow with the Association a refundable security deposit equivalent to the sum of one (1) month's rent. The Lessor shall be jointly and severally liable with the Lessee to the Association for any amount in excess of such sum which may be required by the Association to affect such repairs. Such security deposit shall be administered in accordance with Part II of Chapter 83, Florida Statutes. Lessee shall not be entitled to interest on the security deposit or damage fee deposit.

SOLICITATION

Solicitors are not permitted in the buildings. If any Resident is contacted by a solicitor on the Property, Management must be notified immediately. Door to door solicitation of any type is prohibited – i.e., Door to door canvassing for charities, however worthy, is prohibited. **Association Management is authorized by the Board of directors to distribute association approved material door to door, as necessary.**

Delivery of newspapers requested/subscribed to by residents is acceptable.

STORAGE

Except in the recreational or storage areas designated as such by the Board of Directors, no playing or lounging shall be permitted, nor shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in public areas of the building or passageways, parking areas, sidewalks or lawns or elsewhere on the Common Elements of the Association or Shared Facilities Element. All items must be placed inside your Unit or in designated storage areas, if applicable.

Please refer to Balconies and Terraces Section of these Rules and Regulations regarding Storage.

TRASH

Garbage must be placed in securely tied plastic bags small enough to fit into the trash chute.

Trash or fluids of any kind shall not be left in any trash rooms or elsewhere in any common areas (this includes boxes and newspapers).

No highly combustible liquids are to be placed in the trash chute.

The trash chute may not be used for the disposal of packing material, furniture, appliances and/or other bulky items.

Bulk items and extra trash are not permitted to be placed in the trash room(s) or stairwells. Residents are responsible for making arrangements for the removal of any bulk items.

USE OF VALET, LUGGAGE AND GROCERY CARTS

Residents, Tenants, and/or Guests must furnish a valid governmental photo identification card to be permitted to use the valet/luggage/grocery carts. Use of these carts is limited to no more than a period not to exceed thirty (30) minutes at a time. Should your time expire, you must reregister with the Front Desk.

NOTE: 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, ByLaws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of an Owner, or such Owner's family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration or By-Laws, provided that the procedures set forth in the Declaration for fining are adhered to. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Further, anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer, except:

- (a) Requirements that full disclosure of leases or lessees be provided to the Association; and,
- (b) Restrictions on the presence of pets; and,
- (c) Restrictions on occupancy of Units based upon age (if any); and,

- (d) Restrictions on the type of vehicles allowed to park on Condominium Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.

All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. 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.

The statements contained herein are only summary in nature. Owners should refer to all references, exhibits hereto, the sales contract, the Condominium Documents and the Management office for specific information. The Association reserves the right in its sole discretion to amend or modify these rules at any time.