



## **RULES AND REGULATIONS**

### **BRICKELL KEY ONE CONDOMINIUM ASSOCIATION, ONC.**

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### **BRICKELL KEY SECTION ONE HOMEOWNERS' ASSOCIATION, INC.**

Pursuant to the Authority vested in the Board of Directors of BRICKELL KEY ONE CONDOMINIUM ASSOCIATION and BRICKELL KEY SECTION ONE HOMEOWNERS' ASSOCIATION, the following Rules and Regulations have been adopted and affirmed. These Rules and Regulations are intended to supplement all the restrictions and Rules and Regulations contained in the Declaration of Condominium and other Condominium documents. Rules and Regulations are subject to change without notification.

#### **I. USE OF THE COMMON ELEMENTS**

The Common Elements of the Condominium are for the exclusive use of the Association members and their immediate families, permitted lessees, resident house guests and guests accompanied by a Member. No other person shall be permitted to use the common elements of the condominium without the prior written permission of the Association.

#### **RECREATIONAL FACILITIES**

SWIMMING POOL, JACUZZI, TENNIS, BASKETBALL, AND RACQUETBALL COURTS, PHYSICAL FITNESS CENTER AND adjacent AREAS

##### **A. SWIMMING POOL: Additional regulations may be posted in the pool area.**

1. Brickell Key One residents, their immediate families, and their houseguests may use the swimming pool.
2. Young babies taken to the pool by their parents must wear diapers and protective plastic diaper covering.
3. Surfboards, floats, or inflatable items are not permitted in the pool area.
4. Glass bottle, glass containers, ceramic or china dishes or other breakable items are not permitted in the pool area. Any plastic containers or items used at the pool area must be disposed of in the provided trash containers.
5. Toys, tricycles, bicycles, in line skates or similar items are not permitted in or near the pool area.
6. Use of the pool by general employees of the Association is prohibited (exceptions may be granted by the Board of Directors).

7. The pool area, as well as other public areas, shall not be used for games that involve running, playing ball or other boisterous activities (racquetball, basketball, and tennis courts are excluded).
8. AT NO TIME ARE PETS OF ANY KIND PERMITTED IN THE POOL AREA.
9. NO DIVING IS PERMITTED.
10. Only appropriate swim attire may be worn in the swimming pool. No jeans, cutoffs, etc. may be worn in the pool. Nude sunbathing or nude swimming is not permitted.
11. SHOES AND COVER-UPS MUST BE WORN TO AND FROM THE POOL WHEN PASSING THROUGH THE BUILDING.
12. Lobby and Meeting Room furniture shall not be used by persons attired in wet bathing suits or wet clothing.
13. Persons using suntan oil, lotion or other similar substances shall first cover poolside furniture completely with a towel or other protective covering before using it.
14. AT NO TIME MAY RADIO OR SOUND DEVICES ANNOY, DISTRAUGHT OR DISTURB OTHER OWNERS OR RESIDENTS.
15. AT NO TIME, SHALL LOUD NOISE, CONVERSATION, SCREM, OR LOUD NOISE FROM CHILDREN OR GUESTS IS PERMITTED.
16. Cigarette butts and/or cigar butts are not to be thrown on the pool deck or in the planters at the pool. Appropriate containers shall be provided.
17. All persons should shower before entering the pool or Jacuzzi.
18. No children under the age of 15 shall use the pool without supervision of a parent or legal guardian. Children under the age of 15 must have a waiver filed in the office and signed by a parent or legal guardian.
19. ALL PERSONS USING THE BRICKELL KEY ONE CONDOMINIUM SWIMMING POOL SHALL DO SO AT HIS OR HER OWN RISK.
20. The pool heaters shall be turned on when the water temperature drops below 78 degrees Fahrenheit. When the water is being heated, the temperature shall be maintained at 84 degrees Fahrenheit as recommended by the National Athletic Association. The pool heater shall be turned off in May.
21. FOOD AND/OR DRINK IS NOT PERMITTED IN THE POOL AREA PER STATE LAW.

#### **B. JACUZZI**

1. The Jacuzzi temperature shall be maintained at 101 degrees Fahrenheit, as recommended by the National Athletic Association.
2. Due to high temperature of the water, children under the age of 16 years shall not be permitted to use the Jacuzzi without the supervision of a parent or legal guardian. Children under the age of 12 shall not be permitted to the use of the Jacuzzi.
3. ALL PERSONS USING THE JACUZZI DO SO AT THEIR OWN RISK.
4. Proper bathing attire must be worn in the Jacuzzi.
5. The Jacuzzi may be used between the hours of 7:00 a.m. and 10:00 p.m.

#### **C. RACQUETBALL COURTS**

1. Racquetball courts are from 10:00 a.m. to 11:00 p.m. daily.
2. Proper attire must be worn at all times, shirts mandatory. No swim attire permitted on the courts.
3. Only authorized racquetball equipment will b permitted on courts.

4. A maximum of four (4) players are allowed on the courts at one time.
5. No food, drinks, smoking, gum or pets are allowed on the courts.
6. Personal I.D. must be shown before playing.
7. Courts will be reserved with the Concierge on duty.
8. Only residents are authorized to reserve courts. All guests MUST play with a resident.
9. Between the hours of 5:00 p.m. and 10:00 p.m. racquetball court time will be restricted to thirty (30) minutes for singles play and forty-five (45) minutes for doubles.
10. Please turn off the lights when leaving the courts.
11. At no time are pets of any kind permitted in the Racquetball Courts.

#### **D. TENNIS COURTS**

1. Brickell Key One and Brickell Key II residents, their immediate families, and their houseguests may use the tennis courts with a resident only.
2. The Courts are open from 8:30 a.m. to 10:00 p.m. daily.
3. The Courts will be closed from 8:30 a.m. to 10:00 a.m. Mondays and Thursdays for maintenance.
4. Food drinks or smoking is NOT permitted on the courts.
5. Players must wear appropriate tennis attire and tennis shoes.
6. Courts may be reserved by a Resident who contacts Brickell Key One Concierge either in person or by telephoning (305) 358-8080.
7. Courts may be reserved for singles or doubles play for a maximum period of one & one half hour.
8. Proper identification must be presented if requested by the Concierge or a Security Officer.
9. Courts may not be reserved more than forty-eight (48) hours in advance.
10. Players may use only six (6) balls per court during prime time (evening, weekends and holidays).
11. Players may not play for more than one and one half hour per day unless the courts are vacant.
12. A Tennis Professional may use the courts while giving lessons to a Resident; however the court may be reserved ONLY by the resident.
13. Two or more players have priority over a player practicing alone.
14. Furniture is NOT permitted on the tennis courts.
15. Turn the lights off if you are the last party using the courts.
16. Any disagreement regarding the interpretation of any of the above rules shall be resolved by the General Manager or in his/her absence, by the Concierge.
17. The tennis courts shall be closed when wet, NO EXCEPTIONS.

#### **E. BASKETBALL COURT**

1. Brickell Key One residents, their immediate families, and their houseguests may use the basketball court with a resident only.
2. Basketball court hours are from 8:30 a.m. to 10:00 p.m.
3. Players must wear appropriate basketball attire and appropriate court shoes.
4. Basketball court reservations are not required.
5. The basketball court shall be closed when wet, NO EXCEPTIONS.

#### **F. PHYSICAL FITNESS CENTER**

1. Physical Fitness Center hours are from 6:00 am to 11:00 pm daily.
2. Food and/or glass containers are NOT permitted in the Exercise room.
3. Owners must register outside personal trainers at the Concierge desk.
4. Use of the Exercise room is restricted to persons over 18 years of age.
5. Young adults (under 18) may use Exercise Rooms providing they are under the supervision of an adult (a parent, a legal guardian or an adult who has been authorized by a parent or legal guardian.)
6. UNDER NO CIRCUMSTANCES, MAY ANY PERSON UNDER 18 YEARS OF AGE USE THE "FREE WEIGHTS".
7. Under no circumstances is any exercise equipment to be removed from the Exercise Room.
8. The exercise equipment requires special instructions. USE AT YOUR OWN RISK.
9. The person using the Exercise Equipment must wipe it dry after each use.
10. At no time are pets of any kind permitted in the Physical Fitness Rooms.

#### **G. MULTIPURPOSE ROOM**

1. Arrangements to reserve the Multipurpose Room for private affairs must be made with the Administrative Office at least one (1) week in advance of the affair.
2. Free internet Wi-Fi is available in the Multipurpose room (brickellkeyone) and the Calvin Zemsky Meeting Room (MEETINGROOM). There are no passwords required for access.
3. The following requirements and restrictions will apply to parties in the Multipurpose room:
  - a. A \$100.00 deposit for the common area is required for activities in the Multipurpose Room. This will be returned after an inspection of the area indicates that there were no damages. If damages are found, costs will be assessed to the party sponsor.
  - b. Costs for cleaning will be assessed after each event as may be required.
  - c. Live music is NOT permitted without the written permission of the Board of Directors.
  - d. Only one party, per night will be permitted, parties must end by 1 am.
  - e. A complete guest list must be delivered to the Administrative Office forty- eight (48) hours in advance of the event. Management must know the number of people attending each event to provide access lists to security and provide for additional valets as may be required.
  - f. As a courtesy to owners, guests in the Multipurpose Room shall NOT be permitted to extend the party to the lobby or the reception area.
  - g. Party participants are NOT permitted use of the pool area or any other recreational facilities.
  - h. Continuous adult supervision is required for all teenage or children's parties.
  - i. From time to time, the Association may require that any party wishing to reserve the social areas must execute a Use Agreement setting out such terms and conditions as deemed necessary by the Board of Directors.
  - j. The deposit, completed guest list and the name of the caterers if applicable must be presented to the Administrative Office by 4:30 pm on the Thursday before the event. Should Friday be a Holiday, all required information must be presented by 4:30 pm on the Wednesday before any event that will be held on a Saturday or Sunday.

## **H. CARD ROOM / LIBRARY**

1. The card room / library have tables for playing card games.
2. A large table is available upon which to build jigsaw puzzles.
3. The credenza has a variety of games inside for everyone to enjoy.
4. There are shelves with book, you may remove a book and return it when finished and donate books for the reading pleasure of all.
5. Food and/or drink are NOT permitted in the card room/ library.

## **I. BILLIARD ROOM**

1. The billiard room has two regulation tables; cues may be obtained from the Concierge.
2. Food and/or drink are NOT permitted in the Billiard room.
3. At no time are pets of any kind permitted in the Billiard room.

## **J. SAUNAS AND STEAM ROOMS**

1. Men must use only saunas and steam rooms specified for men, and women must use only the saunas and steam rooms specified for woman.
2. Saunas and Steam Rooms must be turned off after each use.
3. The use of Saunas and Steam Rooms is restricted to persons over 16 years of age.
4. At no time are pets of any kind permitted in the Sauna and Steam Rooms.

## **K. BARBECUES**

1. Barbecuing is to be done only in designated areas on the pool deck and north fountain area.
2. The Barbecues may be used between the hours of 7:00 am and 10:00 pm.
3. Only adults may barbecue.
4. Barbecue tools are to remain with the equipment.
5. Barbecue units will be thoroughly cleaned each day by the building staff.
6. Abrasive scrapers must not be used on the grills.
7. Residents are required to clean up after themselves.
8. The use of barbecue equipment is at the OWNER'S/RESIDENT'S RISK.
9. BARBECUING, COOKING OR HEATING BY ANY TYPE OF OPEN FLAME IS NOT PERMITTED ON ANY BALCONY UNDER ANY CIRCUMSTANCES. THIS RESTRICTION INCLUDES ELECTRIC GRILLS.  
(Miami-Dade County Fire and Building Codes).

## **II. PARKING AND MOTOR VEHICLES**

### **A. PARKING**

1. ONLY OWNER/RESIDENTS are permitted to park in their assigned parking space(s).
2. One garage access device will be issued per one vehicle registered to one parking space.
3. All vehicles entering and parking in the parking garage are required to display a Brickell Key One Parking Permit Decal in the front windshield, drivers' side.
4. Vehicles without the proper parking permit may be towed at the sole expense of the owner.

5. Unauthorized parking includes vehicles parked so as to block or impede entering or exiting from other parking spaces, drives, roads or building entryways.
6. Unauthorized parking shall be grounds for removal of the vehicle(s) by the Association at the sole expense of the vehicle's owner and/or operator.
7. Unit owners shall bear all cost of enforcement.
8. Family members, workers, decorators, adjustors, estimators, guests, friends or ANY other person that is not the owner/resident is NOT permitted to park in any unit parking space or garage.
9. The Associations Administrative Office must be notified and must approve the lease or loan of a parking space prior to the lease or loan of the parking space.
10. A parking space can ONLY be leased or loaned by another owner/resident.
11. Parking in fire lanes, at any time, is prohibited.
12. Vehicles are to be parked in assigned spaces only.
13. Parking in another owners' space may result in the vehicle being towed from the property at the sole expense of the vehicle owner.
14. Maximum measures for vehicles parking in the garage are: WIDTH = 70 inches, LENGTH = 16 feet, HEIGHT = 6 feet 7 inches.
15. Unauthorized vehicles found in the parking garage may be towed at the sole expense of the owner.
16. Unit Owners or Residents with RENTAL VEHICLES may pick up a temporary parking permit at the administrative office.
17. Unit Owners or Residents with RENTAL VEHICLES may pick up a temporary smart pass for garage entry at the Administrative office.
18. Temporary smart passes MUST be returned to the Administrative Office by the end of the expiration date to avoid a charge of \$100.00 assessed against the Unit Owner or resident to whom the pass was issued.

## **B. VEHICLES**

1. Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the condominium's property.
2. The washing of vehicles is PROHIBITED on Association property.
3. Any person, Unit Owner, Resident or Guest etc. who drives a vehicle into the parking garage and strikes any walls, columns, piping, gates, or light fixtures shall be responsible for all damages caused to Association property and to any other vehicles as the case may be.
4. No trucks or vans exceeding 7,500 pounds, no commercial vehicles, campers, mobile homes, boats, house trailers, boat trailers, recreational vehicles or trailers of any other description shall be permitted to be parked or stored any place in the parking areas or any portion of the land enclosed in the Condominium.
5. No vehicle may exceed 16 feet in length, 70 inches in width or 6 feet 7 inches in height. This prohibition shall not apply to the temporary parking of commercial vehicles for pickup, delivery, emergency service or other commercial service.
6. Excessive noise, slamming of doors, racing of engines and the use of horns must be avoided in the Condominium property, including the garage.
7. Except in emergencies, THE USE OF A VEHICLE HORN IS PROHIBITED ON ASSOCIATION PROPERTY.
8. VEHICLE SPEED SHALL NOT EXCEED TEN (10) MILES PER HOUR ON ASSOCIATION PROPERTY.
9. All vehicles parked on the property must display a valid license plate.

10. All vehicles parked in the parking garage areas of the property must display a valid PARKING PERMIT DECAL.
11. Failure to display a valid parking permit decal may be cause for the vehicle to be towed from Association property at the sole expense of the owner without attempting to locate and notify the vehicle owner.
12. A person may park a vehicle in the building main entrance drive providing the vehicle keys are left with the valets for a maximum time period of ten (10) minutes after which the vehicle shall be moved to a valet parking space, failure to leave the keys with the valets may be cause to have the vehicle towed at the sole expense of the owner.
13. All vehicles on the property must be in an operable condition.
14. Vehicles with expired tags and/or in an inoperable condition, including flat tires, may be towed from Association property at the sole expense of the owner.
15. No vehicle may play the radio in a loud manner while on the Condominium property.
16. All vehicles must be registered with the Administrative office and a telephone number MUST be provided for contact in case of emergency.
17. If a vehicle is equipped with an alarm that sounds in excess of 10 minutes without correction, said vehicle may be towed from the Association property at the sole expense of the owner.
18. Damage inflicted to the property by any vehicle shall be the responsibility of the vehicle owner.
19. The owner of any vehicle leaking oil or any other automotive fluid onto the Condominium Property shall be responsible for any expenditure required to restore the property to a clean condition.
20. UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION BE HELD RESPONSIBLE FOR DAMAGE TO OR THEFT OF ANY VEHICLE THAT IS PARKED ON THE CONDOMINIUM OR HOMEOWNERS PROPERTY.

#### **C. BICYCLES/MOTORCYCLES**

1. Bicycles, scooters, motorcycles, mini bikes, etc. may be kept only in the parking garage in designated areas and may NOT be transported in the building's passenger's elevators or through the lobby.
2. Bicycles, scooters, motorcycles, mini bikes, etc. may NOT be stored in hallways or on terraces.
3. Bicycles shall NOT be ridden on the pool deck or on parking ramps.
4. All bicycles, scooters, motorcycles, mini bikes, etc. must display the Brickell Key One permit.
5. UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION BE HELD RESPONSIBLE FOR DAMAGE OR THEFT OF BICYCLES OR ANY OTHER TYPE OF WHEELED OR RECREATIONAL ITEM.

### **III. THE BUILDING**

#### **A. ELEVATORS**

1. Absolutely NO SMOKING is permitted neither on any elevator nor in any portion of the building's Common Areas per Federal Law.
2. Damage to elevators by moving in or moving out or carrying any articles therein shall be the responsibility of the applicable Unit Owner.
3. At no time shall any person use the emergency telephones for personal use.

## **B. EXTERIOR OF THE BUILDING**

1. No radio or television aerial or antennae shall be attached to or hung from the exterior of the building or roof thereon.
2. SATELLITE RECEPTION DISHES ARE PERMITTED ON TERRACES ONLY IF THEY ARE FREE STANDING.
3. No sign, notice, advertisement or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on, or upon any part of the Condominium property by any Unit Owner or occupant, so as to be visible from the outside of the condominium unit.
4. No awnings, shutter, canopy, or other projection shall be attached to or placed upon the outside walls, doors, or roof of the building without the prior written permission of the Association.
5. All window coverings shall be limited to prescribed type (i.e. drapes, louvers, shades or blinds) with an outside color of white. The use of sheets, blankets, aluminum foil, newspaper, or any similar items is strictly prohibited.
6. The balconies of the units are limited common areas and may not be altered either in color or in structure. (See installation of tile, shutters)
7. DOORS TO THE ROOF MUST BE KEPT LOCKED AT ALL TIMES.
8. Owners, residents or their families, guests or employees are not permitted on the roof at any time. The only exceptions are Association employees on assigned duty.

## **C. INTERIOR OF THE BUILDING**

1. Only ONE building access device shall be issued per resident.
2. It is prohibited to hang, nail, paste, attach or glue any item to the common area hall walls, doors or windows.
3. The maintenance of the units' door interior finish is the responsibility of the Association.
4. The exterior finish of the unit door is the responsibility of the Association.
5. It is prohibited to place any mat, rug, plant or any other type of obstruction in the common area hallways of the building.
6. It is prohibited to change the style of the lock or lock plate to the unit or in any way alters the general overall design of the unit's front door and hardware.
7. Any damage to the hall walls, chair rails, ceiling, carpeting or other common property shall be the responsibility of the Unit owner, whether caused by the owner, guests, agents or invitees of the Owner.
8. No storage of any kind is permitted in mechanical closets that are located in the hallways of the building per City of Miami Fire Codes.
9. No storage of any paint product or other flammable product is permitted in ANY mechanical closet, whether located in or outside the unit.
10. No solicitation or solicitors are permitted in the Building at any time.
11. It shall be the responsibility of all occupants to report solicitors to the administrative office and/or to Security Personnel.

## **IV. OWNER RESPONSIBILITY**

### **A. GUESTS**

1. The loan of a unit is the granting of permission to occupy a unit, without payment or consideration, in the absence of the Owner and by the Owner of the unit.
2. No unit may be leased or loaned more frequently than two (2) times each calendar year. Six month lease minimum.
3. The Board of Directors shall be notified in writing of the proposed loan of a unit.
4. This section shall not apply to the loan of a unit to a member or members of the Unit Owners' immediate family.
5. Immediate family is defined as parents, children, brothers, sisters, grandparents or grandchildren.
6. At least one member of the unit Owner's immediate family member(s) who is to occupy the unit, must be 18 years of age or older.
7. A lessee may NOT loan a unit, as residence of a leased unit shall be only by those persons indicated on the application to the Association to lease a unit.
8. Owners must notify the Administrative Office of all non-owner occupants of the apartment, including family members.
9. No commercial or transient use shall be permitted. Accordingly, if a unit is owned by a corporation, partnership, trust or other non-personal entity or by more than two (2) persons, the Owner or Owners of that unit shall designate one (1) "primary occupant" of the unit. That designation may not be changed more frequently than once each calendar year by written notification to the Board of Directors.
10. Residential units shall be used only for residential purposes only.
11. No person may reside in a unit in the absence of residence by the Owner or (if applicable) the primary occupant(s), more frequently than once each calendar year.
12. Residents are responsible for their guests' adherence to the Rules and Regulations of BRICKELL KEY ONE CONDOMINIUM ASSOCIATION, INC.
13. Residents must notify the Administrative Office in writing, at least 24 hours in advance, of guests intending to use their apartment in the Residents' absence, including the length of stay, number of persons in the party, and the names of all persons.
14. The Association reserves the right to request identification from guests at the time of arrival in the building.
15. The unit owner or lessee is responsible to provide keys for guests. Under no circumstances will emergency keys, which are in the possession of the Association, be given out or loaned.
16. WRITTEN AUTHORIZATION FROM THE UNIT OWNER IS REQUIRED TO PERMIT ENTRY INTO A UNIT EVEN WHEN A PERSON ARRIVES ON PROPERTY WITH KEYS.
17. Should a guest with a dog that is satisfying overnight, the unit owner/resident must register said guest with the dog at the concierge upon arrival at Brickell Key One Condominium. A short form must be completed and a photo of the dog shall be taken. A guest may stay with their dog up to fourteen days.
18. Damage of any sort caused to the Association property by guests shall be the sole responsibility of the Unit Owner.
19. Guests shall NOT be permitted access to the property without prior written approval of the Owner, or without being able to establish contact with an Owner from the Gate or Concierge Desk.
20. The Condominium Association shall accept no responsibility for any accident or injury to any guest(s) at ANY TIME.
21. When the Unit Owner is present and has a guest in residence for more than 14 days, the Unit Owner and guest must make application to The Board of Directors for temporary residency approval.

22. When the Unit Owner is NOT residing in the unit and has a guest in residence for more than 30 days, the Unit Owner and Guest must submit a residency application and screening application to the Board of Directors for temporary residency approval.
23. Guests are NOT permitted to have access devices or to park in the residents' parking space(s).
24. All unit owners and lessees are advised to purchase Homeowners Liability Insurance to cover injuries to their guests or damage to their personal property, including automobiles.
25. Under no circumstances may occupancy of any guests exceed two persons per bedroom (i.e. One bedroom, two (2) overnight guests, Two bedrooms, four (4) overnight guests, Three bedrooms, six (6) overnight guests, etc.)
26. A permanent guest list is maintained for each unit, but it is the responsibility of the Unit Owner or Resident to notify the Administrative Office in writing of any person they wish to have on the list for their respective unit.
27. When a guest arrives on property, if security personnel cannot make contact with the Resident of the unit in BRICKELL KEY ONE CONDOMINIUM ASSOCIATION, the guest shall be denied access to the property.
28. **No concierge, Valet or other building personnel shall have the authority to grant entry permission in the absence of owner instructions.**

#### **B. PETS**

1. Each unit owner (regardless of the number of joint owners) may maintain one (1) household pet in his unit, to be limited to a dog (not to exceed 15 pounds at maturity), or a cat or one other household pet (as defined by the Association) may be kept. Only unit OWNERS are permitted to keep pets.
2. Aquarium fish and small-domesticated caged birds are permitted.
3. Pit bulls or any other breed of animals considered to be dangerous by the Board of Directors are NOT PERMITTED.
4. Pets shall not be left on balconies where they may annoy other residents.
5. Pets are NOT to be left on a balcony unattended or while the Owner is absent from the Building.
6. Any pet that becomes obnoxious to other unit Owners or occupants is subject to removal from the Condominium property upon review from the Board of Directors.
7. PETS SHALL NEVER BE PERMITTED TO RUN FREE ON THE PROPERTY OR IN THE BUILDING except within a Unit.
8. Should a pet happen to accidentally soil the carpeting or flooring in a hallway or elevator, the Owner must call the Office or Concierge immediately so that special cleanup and sanitation procedures may be activated to ensure the integrity of the common area furnishings, floor coverings and appearance.
9. When outside, all pets must be on a leash and shall be handled by an individual or Owner willing and fully able to control the pet.
10. As required by Miami-Dade County and the City of Miami, all pets must be licensed and be inoculated against rabies or other detrimental conditions.
11. Upon moving into the Condominium, or upon acquisition of a pet, the pet must be registered in the Administrative Office and a picture shall be taken of the pet for placement in the unit Owner's file.

12. In the event that any pet defecates or soils, in any way, in or on the Brickell Key One Condominium property, the unit Owner shall immediately clean up the area, utilizing a "pooper scooper" or latex gloves.
13. The waste should be placed in a small paper bag and deposited in the appropriate trash collection container.
14. Should the Owner not clean up the area, the building staff shall clean it up at a cost of \$100.00 per instance, and the cost of cleanup shall be billed to the Owner.
15. THIS RULE IS A HOMEOWNERS AND MASTER ASSOCIATION RESTRICTION AS WELL.
16. Any resident maintaining a pet on Condominium property shall be fully responsible for, and shall bear the total expense of any damages to the property resulting from the acts of pets.
17. The damages shall be determined by the Board of Directors and collected by the Association.
18. Should a guest with a dog that is staying overnight, the unit owner/resident must register said guest with the dog at the concierge upon arrival at Brickell Key One Condominium.
19. A short form must be completed and a photo of the dog shall be taken. Guest may stay with their dog up to fourteen days.
20. RENTERS ARE NOT PERMITTED TO HAVE PETS.
21. All animals must utilize the service elevator.

#### **C. DAMAGES**

1. Owners shall be liable for all damage caused by guests, renters, family, employees, contractors, assignees, or pets.
2. All damages assessed to any Owner shall be due within 30 days from date of assessment and shall accrue interest in at the applicable rate per month until such charges are paid. A unit may have a lien placed against it if damage assessments are not paid when due.
3. Damages shall include any charges or costs incurred by the Association in the enforcement of the Rules and Regulations, including, but not limited to, legal fees, staff overtime, cost of items damaged, administrative costs, or police perfection.

#### **D. TERRACES, BALCONIES AND PATIOS**

1. Terraces/balconies may NOT be used as storage areas.
2. Rugs, clothing, towels, mops or other objects may NOT be shaken, dusted or hung from the terrace/balconies.
3. Objects may NOT be placed on terrace/balconies so as to create a risk or injury should they fall or be carried off by high winds.
4. ITEMS ARE NOT TO BE ATTACHED TO THE WALLS OR CEILINGS OF ANY TERRACE AND/OR BALCONY.
5. GLASS TOP TABLES ARE STRICTLY FORBIDDEN.
6. Cans, cigarettes or cigarette butts, paper, debris, gum, etc., SHALL NOT be thrown or dropped from any terrace/balcony.
7. The watering of plants on terraces/balconies and the sweeping and/or mopping of terraces/balconies shall NOT be done in such a manner as to disturb persons residing on other units, or to damage their patio furniture or other personal items.
8. The hosing of terraces/balconies or screens is strictly forbidden.
9. Barbecues, hibachis, smoker style appliances, or open fires of any kind are NOT permitted on any terrace/balcony or any common area. (Exception: Association provided Barbecue Grills on Pool and North Fountain Deck).

10. Waterproof containers (liners) must be placed under all plants on the terraces/balconies.
11. All loose movable items must be removed from terraces/balconies upon notice of an approaching hurricane or other inclement weather characterized by high winds. This includes furniture and plants.
12. BUILT UP DECKS ARE NOT PERMITTED ON TERRACES/BALCONIES. Any covering (tile, etc.) must be submitted to the Board of Directors for approval prior to installation.
13. Old tile must be removed and a new waterproof membrane must be prior to installation of new tile. (See "Alteration to Unit"). Material installed without the approval of the Board of Directors is subject to removal, with all associated costs of said removal to be borne by the Unit Owner.
14. Artificial grass or carpeting of any type is NOT permitted on any terrace/balcony.

#### **E. HURRICANES, TROPICAL STORMS AND STORM SHUTTERS**

1. The Association has approved storm shutters only mounted to the Building. Specifications of these shutters are available in the Office and these specifications meet the most stringent Miami-Dade County Code.
2. Upon notice of an approaching tropical storm or hurricane, all furniture, plants, and objects of any kind must be removed from balconies into the interior of the building.
3. Hurricane shutters must remain in the open position except in the case of a tropical storm, hurricane or high wind notification.
4. If an Owner plans to be absent from his unit during the hurricane season, he/she must:
  - a. Designate a responsible firm or individual(s) to care for the unit should the unit require shutter closings and hurricane preparation. The name of this firm or individual(s) must be provided to the General Manager with a phone number and method of contact.
  - b. Leave all unit windows TIGHTLY CLOSED AND SECURED.
  - c. IN THE CASE OF AN EVACUATION ORDER FROM ANY GOVERNMENTAL AGENCY, ALL UNIT OWNERS/RESIDENTS MUST EVACUATE THE BUILDING.
  - d. ANYONE WHO DOES NOT EVACUATE STAYS AT THEIR OWN RISK.
  - e. All owners should make arrangements for maintenance on their hurricane shutters at least once a year with a reputable shutter company.

#### **5. HOW TO OBTAIN INFORMATION ON STORMS**

- a. We get the information about the storm and what to do just like everyone else, by listening to the local radio stations and/or watching the local television stations of the Miami-Dade County Broadcast System for the latest National Weather Service Advisories, as well as special instructions from Local Government.
- b. Radio: WIOD 610 AM; WQBA 1140 AM; WINZ 940 AM; WAQI 710 AM
- c. Television: WTVJ Channel 4; WCIX Channel 6; WSVN Channel 7; WPLG Channel 10; WLTV Channel 23.

#### **6. WEATHER INFORMATION**

- A. The National Hurricane Center may be contacted on line at [www.nhc.noaa.gov](http://www.nhc.noaa.gov) for updates on storms.
- B. The Miami-Dade County Disaster Preparedness Information: The Answer Center 311. Office of Emergency Management: 305-468-5400
- C. NOAA Weather broadcasts can be heard in Miami and Ft. Lauderdale on radio frequency 162.550 MHz
- D. How Hurricanes are categorized:  
 Category 1: 74 to 95 mph winds; five-foot storm tide\*; minimal damage. Category 2: 96 to 110 mph winds; six-to-eight foot storm tide; moderate damage  
 Category 3: 111 to 130 mph winds; 9-to-12 foot storm tide, extreme damage Category 4: 131 to 155 mph winds; 13 to 18 foot storm tide; severe damage Category 5 Winds above 155 mph; over 18-foot storm tide; catastrophic damage \*Above the mean high tide

## 7. TERMINOLOGY OF STORM POSITION

- a. Hurricane watch: Hurricane conditions may be present in our area within the next 48 hours.
- b. Hurricane Warning: Hurricane conditions may be present in our area within the next 24 hours. Remain in close contact with weather broadcasts. Take the necessary precautions to secure your apartment.
- c. Hurricane Alert: Hurricane conditions may be present in our area at any time. All preparations should be complete. Keep tuned to local weather broadcasts.
- d. All Clear: It is possible that you may be in an area affected by the eye of the storm, which means that the winds would completely stop for a period of up to an hour. The storm could then start again with possible even greater strength. Once the storm has passed, you will be advised by radio or TV that it is now safe to go out. Remember, there is still great danger from the power lines that may have fallen, from the malfunctioning traffic signals, flooding, and debris of all types strewn on the roads.
- e. Remember, we are in a Flood Zone and the County Emergency Management Office recommends a FULL evacuation in the event of a Hurricane Warning!

## 8. THINGS TO DO AT THE BEGINNING OF HURRICANE SEASON

- a. Make sure your emergency contact information card is up to date and on file in the Administrative Office.
- b. Check your flashlight, obtain extra batteries.
- c. Check your first aid kit is complete and up to date.
- d. Check your portable radio, obtain extra batteries.
- e. Have a "hand operated" can opener.
- f. Make a list of all the things you will want to take with you if you have to evacuate, e.g. medicines, passports, important papers, jewelry etc.
- g. Stock a five-day supply of foods that can be eaten out of the can or box and which require no refrigeration.
- h. Stock a five-day supply of bottled water (one gallon per day per person).
- i. Stock a bottle of plain unscented household bleach.

- j. If you will be traveling during any part of Hurricane Season, arrange with someone to secure your apartment, remove everything from your terrace(s), and move your car(s) from lower level parking. Building employees may not be available, because they will be needed to secure the common areas of the buildings before assisting residents.
- k. All vehicles are personal property of each owner and it is the individual owners' responsibility to remove the vehicles and any other personal items from the lower floors to avoid damage due to the possibility of flooding. The association is not responsible for any personal items or damage to said items.

**9. WHAT TO DO IF: A HURRICANE WARNING IS ISSUED AND WE ARE TOLD TO EVACUATE**

- a. Remove **everything** from terraces/balconies as required in the Condominium Documents.
- b. Close and secure hurricane shutters.
- c. Be sure windows and sliding glass doors are closed and securely locked.
- d. Place towels on all windowsills in case of water seepage.
- e. Be sure all water faucets are securely turned off. Disconnect all electrical items (except the refrigerator) using the switches in the breaker panel box. Set the refrigerator and freezer at their coldest settings. Note: you can quickly turn off all power by turning off the switches in the electrical box. Do not turn off the switch for Main Power or for the refrigerator.
- f. Fill your bathtub with water. Add a few drops of plain household bleach. This water should NOT be used for drinking but can be used for personal washing and for flushing the toilet. Using stored bathtub water should occur if you return to the building before water and electricity have been restored.

**NOTE: ALL BRICKELL KEY ONE EMPLOYEES WILL BE NEEDED TO SECURE THE COMMON AREAS OF THE PROPERTY AND BUILDINGS AND MAY NOT BE AVAILABLE TO ASSIST INDIVIDUAL RESIDENTS!!!**

- g. However, we will make every effort to clear all terraces/balconies and close all hurricane shutters regardless of whether the unit is occupied or not when securing the building. This evolution shall be done on an emergency basis when Miami is placed in the cone of direction as set by the National Hurricane Center with or without permission of the unit owner or resident. Appointments will NOT be provided. Each unit that has been assisted shall be charged a minimum of \$72.00 for items removed from the terraces and/or shutters closed and \$72.00 again for items placed back onto the terraces and shutters reopened after the storm. The Association will not be responsible for any items or shutters damaged in any way.
- h. EACH UNIT OWNER AND/OR RESIDENT IS ULTIMATELY RESPONSIBLE TO SECURE THEIR UNIT AND TERRACES/BALCONIES. THE ASSOCIATION DOES NOT PROMISE OR GUARANTEE TO CLOSE ALL SHUTTERS IN ALL UNITS AND/OR CLEAR ALL TERRACES/BALCONIES.
- i. Evacuate low-lying coastal and offshore islands for more substantial shelter inland.
- j. Fill your vehicle with fuel before the storm, electricity may be out at the area fuel stations, thus you may be unable to buy gasoline or diesel fuel after a storm.
- k. All vehicles must be removed from the lower parking level to avoid possible flood damage.

- l. Vehicles are personal items and the Association will not be responsible for any kind of damage to personal vehicles or items.
- m. To facilitate and expedite cleanup of the lower garage area in the event of flooding after a storm, all vehicles in lower parking level may be towed at the sole expense of the vehicle owner.

#### **10. WHEN YOU EVACUATE:**

- a. Leave early- in daylight, if possible.
- b. Take small valuables and papers but travel light.
- c. You should take the following: a battery operated radio, flashlights, plenty of drinking water and water for sanitation purposes, an adequate supply of food, which can be eaten cold, toilet articles, medicines, bedding, etc.
- d. Secure pets (shelters will not take pets). Leave them with a week's supply of food and water.
- e. Lock the apartment securely.
- f. Drive carefully to the nearest designated shelter using recommended evacuation routes.
- g. According to the Miami-Dade County Emergency Management Office, we are in a flood zone. Our hurricane shelter is located at Southwest Miami High School. The school is located at 8855 SW 50<sup>th</sup> Terrace. The simplest way to reach this address is to go north on I-95 to State Road 836. Continue west to the Miller Drive exit, go west to 87<sup>th</sup> Avenue, go north to SW 50<sup>th</sup> Terrace and turn left. The school will be visible when you turn left. Please contact the Miami-Dade County Emergency Management Office prior to the beginning of each hurricane season for an update on where the closest shelter is located.

#### **11. IF YOU CHOOSE TO STAY: YOU DO SO AT YOUR OWN RISK!!**

- a. The Association strongly recommends that you evacuate in the event of a hurricane warning. If you choose to remain, you are required to do the following:
- b. Register your name and the unit you are in with security at the concierge desk.
- c. Have drinking water and non-perishable food for a minimum of five days stored in your unit.
- d. Clean, sterilize and fill available containers with water for emergency drinking purposes. Store the water in the refrigerator and freezer. Fill the bathtub with water for bathing and to flush the toilet.
- e. Use flashlights and/or battery operated lanterns and lamps when the electrical power goes out. CANDLES AND OTHER OPEN FLAME DEVICES ARE NOT PERMITTED.
- f. Use of a barbeque indoors or on the terrace is NOT PERMITTED! A barbeque can create a fire hazard. Using one on the terrace of a condominium is against the law.
- g. It is recommended that all units be shuttered and closed. Building personnel will NOT be able to provide materials, tape or labor, as the Association will be utilizing personnel to prepare the common areas for the potential strike of a storm.
- h. Stay calm. DO NOT GO OUT DURING THE STORM.
- i. You should stay in your home until County Emergency Management Office says the storm has passed and it is safe to venture out.
- j. When the storm has passed completely and it is safe to go out, be on the lookout for downed power lines. STAY CLEAR OF DOWNED POWER LINES! DOWNED POWER

LINES CAN KILL!!! (Reminder: if it appears that the storm has passed, before going outside, ensure the storm has passed completely. If the eye of the storm is passing through, things may appear calm but winds and weather following the eye can be even more dangerous and treacherous than the original storm.)

- k. We do not know when and if we may lose electrical power and when it will come back.
- l. In the event of a Hurricane Warning, all air conditioning equipment will be shut down.
- m. Whenever the Emergency Generator is operating, only one (1) central elevator will be in operation.
- n. With the loss of electrical power we will lose domestic water pressure, if the city shuts off our water supply we will not know when it will come back on.
- o. In the event of a power outage, the emergency generator will operate the elevators and common area emergency lighting only. It will not provide power in the units.
- p. Security will maintain a command post after the storm. The command post will be in the Administrative Office or in the Calvin Zemsky Meeting Room. The Administrative Office can be reached by calling (305) 358-8080 providing that the phone lines are still operational. Please do not use phones unless it is an emergency. Staff will be available to assist in getting help in a medical emergency, or in the event of fire or serious damage. Security will return after the storm to assist in the prevention of looting or other criminal activity.
- q. For outside emergency information or assistance, please call:

|                            |              |
|----------------------------|--------------|
| POLICE AND FIRE DEPARTMENT | 911          |
| RED CROSS                  | 305-644-1200 |
| NATIONAL HURRICANE SERVICE | 305-229-4470 |

## **F. NOISE**

- 1. Residents shall NOT make or permit to be made any disturbing noise within the condominium.
- 2. Family, friends, servants, employees, agents, visitors or licensees shall NOT be permitted to make any disturbing noises or permit anything to be done by such individuals so as to interfere with the rights, comforts or convenience of other residents.
- 3. Residents shall NOT play or allow to be played any musical instrument, or operate or allow someone to operate a record, CD or tape player, television, radio or sound amplifier in their unit in such a manner as to be unreasonably loud and disturbing or annoying to other residents of the Condominium.

## **G. TRASH, GARBAGE AND RECYCLING**

Brickell Key One Condominium practices full recycling procedures. A State of the Art recycling system has been installed in the building. Full directions for its use are printed in English and Spanish on the trash room doors on each floor. Wet garbage must be deposited ONLY in the appropriate slot. Wet garbage in any other recycling slot will cause the building to be subjected to extra charges, pickup refusal by trash collector, and fines up to an aggregate amount of \$1,000.00, which will be charged to the offending owner.

1. All trash, debris, and garbage must be secured in appropriate bags and deposited in the correct recycling slot.
2. Trash bags, boxes, or any type of debris may not be left on any trash room floor.
3. Boxes should not be put down the trash chutes. Call 358-8080 and request housekeeping to pick up the boxes for disposal.
4. Unit owners must have shipping containers removed after unpacking.
5. Flammable material, lighted cigarettes, cigars, etc., or loose glass are NOT to be thrown down the trash chutes.
6. Any unit owner or resident found to be violating the Miami-Dade Law or Brickell Key One recycling rules in such a manner as to cause the Building to be fined for Recycling Violations shall be assessed the total fine imposed by any agency or by The Board of Directors. The collection of such fines shall be conducted by the Association or through the Associations attorney.

#### **H. CONDUCT**

1. No person in a private dwelling or in a common area of the Condominium shall engage in loud and boisterous or other disorderly, profane, indecent, immoral or unlawful conduct.
2. The unit owner shall be held totally responsible and liable for the conduct and actions of his/her lessees, guests, family, children, pets or assignees.
3. Children are NOT permitted to play in the lobby, the hallways, the driveways, the elevators, the Florida Room, the condominium offices, the Exercise Room, the Multipurpose room, the Card Room, the Meeting Room, the Racquetball Courts, the Tennis Courts, the garage ramps or the stairwells, at any time.
4. No person shall be permitted to attach, nail, hang, pin, paste or paint any item or decoration on any common area hallway ceiling, wall or exterior door.

#### **I. SMOKING**

1. IN ACCORDANCE WITH THE CLEAN AIR ACT, SMOKING IS NOT PERMITTED IN COMMON AREA OF THE BUILDING INCLUDING ANY HALLWAY, ELEVATOR, STAIRWAY OR STAIRWELL, PARKING GARAGE, LOBBY, EXERCISE ROOMS, RECEPTION AREAS OR ANY OTHER COMMON AREAS OF THE BUILDING NOT LISTED.
2. Cigarettes and similar items must be extinguished and deposited in designated receptacles PRIOR to entering the Building.
3. Smoking is permitted at the pool deck. Upon completion of use, smoking materials must be extinguished and deposited in provided receptacles.
4. Any unit owner or guest causing the very sensitive building smoke detectors in the Brickell Key One Fire Systems to activate (alarm mode), shall face a sizeable fine and shall be required to pay all fines as imposed by Miami-Dade County or the Miami-Dade Fire Department.

#### **J. WINDOWS**

1. The washing of a unit owner's balcony windows on the outside is the responsibility of the unit owner.
2. Preventative maintenance of the sliding glass doors is the responsibility of the Unit Owner.
3. Windows, frames and casings are within the unit boundaries, thus unit owners are responsible to maintain windows, frames, casings and caulking.

## **K. MOVING IN OR OUT OF THE BUILDING**

1. Residents moving into or out of Brickell Key One Condominium must have the move done by professionally insured moving companies.
2. NO MOVING VEHICLE, WITH AN OVERALL LENGTH GREATER THAN 35 FEET WILL BE PERMITTED TO ENTER THE ISLAND.
3. NO TRACTOR TRAILER TRUCKS ALLOWED.
4. ONLY ONE MOVE IN OR ONE MOVE OUT OF THE BUILDING IS PERMITTED EACH DAY.
5. Residents must ensure that their move is scheduled with sufficient time so as to be completed within the time slot provided.
6. Residents must notify the Office at least 48 hours in advance of their desire to move furniture or household goods in or out of the Building. Authorization will be given contingent upon elevator availability.
7. Moving hours are 8:30 am to 5:00 pm Monday through Friday.
8. All moves must be completed by 5:00 pm.
9. MOVING IN OR OUT OF THE BUILDING IS NOT PERMITTED ON WEEKENDS OR LEGAL HOLIDAYS.
10. Moving companies must arrive on the property before 1:00 pm. Full moves will not be permitted to commence after 1:00 pm. All moving trucks must be off the property by 5:00 pm sharp. NO EXCEPTIONS TO THIS RULE CAN BE MADE.
11. Any damage to Common Areas by movers or moving company vehicles.
12. A \$250.00 Common Area security deposit is required and must be paid to the office 48 hours in advance of the move. At the end of the move, the area will be inspected and, if no damage was incurred, the deposit will be returned. Should there be damage; the deposit will be used to correct it. Should the damage exceed the amount of the deposit, the balance will be billed to the resident moving in or out of the building.

## **L. WORKMEN – INSTALLATION – DELIVERIES**

1. Any company, workmen, tradesman, installer or person performing alterations or installations in Brickell Key One Condominium must provide proof of liability insurance in the amount of \$1,000,000.00 (one million dollars) and Workers Compensation Insurance.
2. The company or person must provide proper licenses, permits and certificates of insurance to the General Manager listing the Agent's phone number, and indicating the Brickell Key One Condominium Association is listed as an additional insured. The certificate shall also state that all subcontractors hired by any contractor are covered by the company's Workers Compensation coverage. This may be accomplished by hand delivery 24 hours prior to the work starting.
3. FAILURE TO PRESENT THE ABOVE DOCUMENTATION WILL DELAY THE START OF A JOB.
4. ALL APPLICABLE CITY OF MIAMI PERMITS MUST BE OBTAINED PRIOR TO COMMENCEMENT OF ANY WORK IN ANY UNIT.
5. All work, deliveries, repair or installation must be noticed to the office for inclusion in the daily staff and gate schedule.
6. After hours or weekend emergencies, such as plumbing or air conditioning repairs, must be noticed to the Concierge and/or security personnel at the Concierge station, by the Owner, prior to the serviceman's arrival on the property.
7. Saturday deliveries of household items such as appliances and furniture is permitted, but the administrative office must be notified during the week prior to the Saturday delivery to permit information to be sent to the Brickell Key Master Association to grant access to the delivery vehicle.

8. Saturday installation and/or repairs of telephone and/or television cable equipment is permitted.

#### **M. ALTERATIONS – REPAIRS – STRUCTURAL CHANGES**

1. NO ARCHITECTURAL MODIFICATION MAY BE PERFORMED WITHOUT THE PRIOR WRITTEN PERMISSION OF A REPRESENTATIVE OF THE BOARD OF DIRECTORS. Forms for application to alter the unit may be obtained in the Office. Items requiring permission for alteration are windows, cabinets, doorways, walls, wall removal, attached hard flooring, built-in appliances, air conditioning, heating, plumbing, electrical or mechanical relocations.
2. City of Miami permits are required for the replacement of any floor covering other than carpeting.
3. Floor coverings of tile, marble or any like substances must be installed over an APPROVED SOUNDPROOFING material. The product that has been approved by the Board of Directors is Acousticork. 1/2" thick cork for soundproofing. Installation of any tile, marble or wood floor covering is not to proceed without inspection of the installed soundproofing material by the General Manager or the Chief Engineer. All of the old flooring materials must be removed down to the concrete surface.
4. Although soundproofing is not required on terrace/balconies, the old flooring must be removed down to the concrete and a new WATERPROOF MEMBRANE must be installed prior to the installation of hard flooring. Prior to the terrace/balcony flooring installation, the General Manager or the Chief Engineer must inspect the installation of a new waterproof membrane.
5. The scuppers (drains) on the terraces/balconies must be protected against breakage, filling, blockage or damage of any kind. A half-moon cut out at least (2) inches from the drain must be made in all flooring materials. A waterproof grout material must seal the edges of the half-moon cut out which connect with the concrete of the balcony. Specifications and drawings are available in the office.
6. MARBLE OR TILE THICKNESS MAY NOT EXCEED one-half inch (1/2"). The weep holes in the glass door frame must not be covered in any manner.
7. NO alterations of any kind, which may violate or alter the structure of any loadbearing wall, will be permitted.
8. Replacement of any hard flooring will require soundproofing even if none presently exists. Cork at 1/2" thickness only.
9. Fire chases or fire risers may NOT be violated, cut through or altered in any way per fire code.
10. Smoke detectors, sprinkler heads or emergency alarm system equipment may NOT be removed, concealed or covered in any way.
11. In order to perform any alterations or reconstruction in the unit, a City of Miami building permit must be obtained. A copy of the permit must be submitted to the Office prior to commencement of any work.
12. All contractors and/or sub-contractors performing work at Brickell Key One Condominium must possess and provide a copy of liability insurance in the amount of at least \$1,000,000.00 (one million dollars), and Workers Compensation Insurance that covers each and every workman that is performing work on the premises to the Association. Further, prior to the start of any work, a Certificate of Insurance with the issuing agent's name, address, and telephone number must be provided to the Brickell Key One Office, and it must list Brickell Key One Condominium Association as an additional insured.

13. All work by private contractors and sub-contractors must be accomplished between the hours of 8:00 am and 5:00 pm Monday through Friday. NO COMMERCIAL WORK IS PERMITTED ON WEEKENDS OR HOLIDAYS.
14. Emergency air conditioning or plumbing repair is permitted at all times. Owners should notify the Concierge or Office of the problem.
15. Telephone installation or repair is permitted at all times.
16. ALL COMMON AREAS FROM ELEVATORS TO APPLICABLE UNIT MUST BE PROTECTED WITH PLASTIC OR PAPER COVERING PRIOR TO AND DURING ANY FLOORING INSTALLATION. REPAIRS, RECONSTRUCTION, OR PAINTING.
17. DEBRIS OF ANY KIND, GENERATED BY AN OWNER'S WORKERS MUST BE REMOVED FROM THE PROPERTY AT THE END OF EACH WORKDAY. UNDER NO CIRCUMSTANCES ARE CARPET SCRAPS OR ANY CONSTRUCTION DEBRIS TO BE THROWN DOWN THE TRASH CHUTES OR LEFT IN THE GARAGE.
18. Cleaning procedures that may be required by the building staff due to the work being performed within a Unit will be billed to the unit Owner.

#### **N. BAY WALKWAY (Per: Brickell Key Master Association)**

1. The Bay Walkway shall be used in strict compliance with all zoning and governmental rules and restrictions.
2. All persons using the walkway shall exercise care to minimize any disturbance to neighboring residents. Disorderly conduct on the Bay Walkway is prohibited.
3. Swimming is NOT permitted in Biscayne Bay from the Bay Walkway.
4. Refuse shall NOT be thrown from the Bay Walkway into the Biscayne Bay. Said actions on the part of an Owner could cause the Association to be fined by DERM (Department of Environmental Resource Management).
5. NO fishing from the seawall.
6. NO rollerblading permitted.
7. NO bicycling permitted.
8. NO skateboarding permitted.
9. NO motorized vehicles permitted.
10. NO scooters permitted.
11. NO seways permitted.
12. Exclusions: Police, Fire Department, Wheelchairs, Strollers, Children operating a wheeled vehicle under the age of 10 who are accompanied by an adult; or others performing safety monitoring patrol or maintenance. Person riding or operating a wheeled vehicle or those items which are excluded on the Baywalk shall at all times yield to the right of way to pedestrians, and upon approaching an area of pedestrian congregation, or children playing, shall, if applicable, dismount and walk the wheeled vehicle past the area of congregation or children at play, or otherwise slow to a walking pace so as to disrupt pedestrians.

#### **O. LOBBY**

1. Bicycles, tricycles. Skateboards, in line skates, roller skates, worker's materials, delivery carts, equipment, supplies, construction materials or equipment, machinery or any type of wheeled vehicle are NOT permitted in the Building through the main lobby. All entry or exit for these items is to be accomplished from the parking levels and/or delivery entrances.

2. The concierge work area is to be accessed only by Building personnel such as valet or security personnel.
3. Non-emergency calls by Owners and/or residents are NOT permitted from the Concierge desk phone.
4. Service personnel shall NOT be permitted to loiter in the lobby.
5. Bare feet are NOT permitted in the lobby, lobby hall or any other common area, with the exception of the pool deck.
6. PROPER ATTIRE IS REQUIRED IN THE LOBBY AT ALL TIMES.
7. Wet clothing or attire is NOT permitted in the Main Lobby, Multipurpose Room, Card Room/Library, Florida Room, Association Administrative Office or Reception areas at any time.
8. CHILDREN ARE NOT PERMITTED TO PLAY IN THE LOBBY AT ANY TIME.

#### **P. SALE AND LEASING OF UNITS**

1. Prior to the sale or lease of any unit, the Owner must notify the Board of Directors in writing of his/her intent to sell or rent by completing a "Right of First Refusal" form.
2. Upon the sale or lease of any unit, the Owner shall provide his/her buyer or lessee with an application package to be completely filled out and returned to the Office by the prospective buyer or lessee.
3. For either sale or lease of a unit, a check or money order in the amount of One Hundred Dollars (\$100.00) shall accompany the application. This application fee as permitted by Florida Statute 718.
4. No processing or screening procedures will be commenced until the screening fee has been received.
5. Owners should allow 14 days approval and processing time for a sale or a lease.
6. Upon return of the application from the Association screening contractor, a screening appointment will be scheduled for the prospective applicant to meet with representatives of the Board of Directors and/or general manager.
7. Upon a successful screening process the Board of Directors will issue a Certificate of Approval to the prospective applicant.
8. Without a signed and sealed Certificate of Approval, NO sale or lease shall be permitted to take place, and NO moving into the Building shall be permitted.
9. In the case of a lease, upon approval of the Board of Directors, the UNIT OWNER MUST post a Common Area Security deposit in the amount of \$500.00 with the Association.
10. At the end of the lease, provided no Common Area damage has occurred, Key Tags and Smart Passes have been returned and outstanding invoices paid, the deposit will be returned within 15 days of receipt of a written request from the Unit Owner.
11. All approved applicants MUST complete Association application forms prior to interview, possible approval and moving into the Building.
12. Applications can be obtained in the administrative office.
13. New residents must obtain parking permits, and provide emergency information to the administrative office.
14. Owners MUST bring their pet to the administrative office for photographing and registration prior to moving into the Building. (See Rules and Regulations regarding Pets).
15. Condominium Documents may be obtained in the administrative office at a cost of \$100.00 per set.
16. "Frequently Asked Questions and Answers" may be obtained in the administrative office at no charge.

17. New residents must schedule their move in date at the administrative office at least 48 hours in advance of the move, based on a "first come, first serve" policy.
18. Only one move in or move out is permitted a day, five days a week.
19. NO MOVING IN OR OUT IS PERMITTED ON WEEKENDS OR HOLIDAYS.
20. Lease renewals or extensions must be submitted in writing to the association at least 30 days in advance. Failure to comply will result in the denial of the renewal/extension.

#### **Q. KEYS**

1. The condominium Association exercises its right to possess a key(s) to all units in the Building.
2. NO MEMBER OR RESIDENT SHALL CHANGE THE LOCKS OR INSTALL ADDITIONAL LOCKS WITHOUT WRITTEN PERMISSION FROM THE BOARD OF DIRECTORS. DUPLICATE KEYS MUST BE PROVIDED TO THE ASSOCIATION AT THE TIME OF INSTALLATION OR RE-KEYING.
3. The Association shall be entitled access to all units as permitted by Florida Statute 718 (Condominium Act) and/or The Declaration of Brickell Key One Condominium Association, Inc.
4. In case of any maintenance requirement, emergency of any type, or said governmental inspection requirement, the Association shall not delay access to any unit if a working key is not present in the Secured Lock Box in the office.
5. In the event that permitted access is required, a locksmith may be called to open the unit or Association personnel may destroy the lock and/or door to gain access and the cost of any services and/or repairs shall be at the sole expense of the unit Owner.
6. The Association participates in annual Preventative Maintenance Inspection of the smoke detectors, Door Closers, water faucets and commodes. These inspections will be announced in sufficient time for owners to make access arrangements.
7. UNDER NO CIRCUMSTANCES WILL OWNER'S KEYS BE PERMITTED TO LEAVE THE OFFICE WITHOUT THE SUPERVISION OF MANAGEMEMNT OR THE BOARD OF DIRECTORS.
8. Owners must make private arrangements to provide keys to service personnel, family, assignees, employees, realtors, guests or individuals of any kind. The office will not be able to provide this service for insurance, security and liability reasons.
9. The Association assumes no liability or responsibility to provide keys or access after regular Office working hours (8:00 am to 5:00 pm, Monday through Friday, excepting holidays).
10. However, as a courtesy, the Concierge or Security Shift Leader on duty shall make all efforts to contact the General Manager in the event of an emergency lock out. Units may be opened providing that the Association has a key and the person requesting access is known to be residing in the unit.
11. Procedures are in place to provide emergency access to units in case of fire or injury situations.

#### **R. PAYMENTS TO THE ASSOCIATION**

1. Quarterly maintenance assessment payments, Special Assessment payments (if applicable) and other payments due to BRICKELL KEY ONE CONDOMINIUM Association are due on the first day of each calendar quarter. (January 1, April 1, July 1 & October 1 of each year).
2. Payments received later than 15 days after the due date shall be assessed an administrative late fee of \$25.00 or five percent (5%) whichever is greater, and shall bear interest at the rate of eighteen percent (18%) per annum from the date due until the date period.
3. All past due balances, regardless of origin, shall accrue late fees and interest.
4. Accounts more than 45 days past due shall be turned over to the Association attorneys for collection and all fees and costs associated with such action shall be the responsibility of the Unit Owner.

5. It is the Unit Owner's responsibility to provide payment to the Association of all fees and charges incurred by or on behalf of the Owners unit.
6. Failure of a Unit Owner's agent to make timely or complete payments to the Association shall not be grounds for forgiving of charges that the agent's actions may cause.
7. Checks returned from a unit Owner's bank as uncollectible shall not be re-deposited. Non-sufficient fund (NSF) checks shall cause an Owner's account to be charged an NSF check charge in the amount of five percent (5%) of the amount of the check, plus any bank charges which may have been levied by the Association's bank, plus the late fee permitted for late payment.
8. The Association will mail quarterly statements. Unit ledgers shall be provided upon request and all nonrecurring charges shall be noticed upon posting to the Owner's account.
9. In the event of emergency maintenance or miscellaneous charges, these will be posted and noticed to the Unit Owner.
10. If a Unit Owner shall use an "agent" to pay his monthly and nonrecurring fees to the Association, the Unit Owner shall advise the Association of the agent's name, phone number and address so that any special information may be mailed to the agent.
11. EACH UNIT OWNER MUST INSTRUCT HIS AGENT TO INDICATE THE UNIT NUMBER, THE OWNERS NAME, AND THE PURPOSE OF THE PAYMENT ON EACH CHECK SENT TO THE ASSOCIATION.
12. In accordance with FL Statute 718.303: If an Owner is delinquent for more than 90 days in paying a monetary obligation due to the Condominium Association, the Association may suspend the right of a unit owner or a unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the monetary obligation is paid. The suspension ends upon full payment of all obligations currently due the Association.
13. The Brickell Key One Condominium common elements and facilities include but are not limited to: the aerobics room, billiard room, card room/library, cardiovascular room, weight resistance room, maintenance services, meeting room, multipurpose room, 4<sup>th</sup> floor locker rooms & showers, playroom, racquetball courts, steam rooms and saunas, shipping & receiving services (package receiving, delivery & pick up), valet guest parking, valet package delivery service and concierge services.
14. In accordance with FL Statute 718.303: The Condominium Association may also suspend the voting rights of a member due to nonpayment of any monetary obligation due to the Association which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due the Association.
15. This section of the statutes does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces, or elevators.
16. The Association may also levy reasonable fines for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the Association bylaws, or reasonable rules of the Association.
17. A fine may not exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation. However, the fine may not in the aggregate exceed \$1,000.
18. In accordance with FL Statute 720.305: If an Owner is delinquent for more than 90 days in paying a monetary obligation due to the Homeowners Association, the Association may suspend the right of a unit owner or a unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the monetary obligation is paid. The suspension ends upon full payment of all obligations currently due the Association.
19. The Brickell Key Section One Homeowners Association common elements and facilities include, but are not limited to, the barbecues, basketball court, bicycle cages, Jacuzzi, north fountain plaza deck, south fountain plaza deck, swimming pool & deck area, tennis courts & gazebo.

## **S. U.S. POSTAL SERVICE MAIL.**

1. U.S. Postal Service personnel will take any mail not picked up with five days back to the Post Office.
2. The Association cannot sign for any Certified Mail or Registered Mail per the Postmaster General of Miami.
3. The Association accepts NO responsibility whatsoever for any loss misplacement of any item of mail or any delivery.

## **T. MAIL TO OWNERS, AGENTS OR RESIDENTS**

Is the responsibility of every Unit Owner to inform the Association in writing of his/her current mailing address or any change of address? Failure of a Unit Owner to receive any notification or billing for lack of a current mailing address shall not relieve the Owner of any obligation relative to the mailing or billing of maintenance or other fees.

## **V. SERVICES**

### **A. MAINTENANCE DEPARTMENT SERVICES**

1. The primary duty of Brickell Key One Condominium Maintenance personnel is to keep the Common Area of the Association in proper operating order and appearance. Whenever their workload has lessened, they will attend to work orders for repairs in individual units.
2. All residents should understand that except in emergency cases (FIRE, FLOOD OR BLOOD) any work requested must be clearly and fully described on a signed work order.
3. All work orders will be handled on a non-priority, time available basis and will be completed on a first come first serve basis.
4. Scheduled appointments cannot be accepted. Cost estimates will not be done.
5. All work performed by our personnel will be billed at the minimum rate of \$36.00 for the initial call, which includes the first 60 minutes of labor or any portion thereof.
6. Charges for materials and/or parts are extra.
7. Subsequent labor charges will be billed at \$18.00 for each 30 minutes or any portion thereof.
8. Appointments and/or cost estimates cannot be given.
9. Invoices for work performed must be paid when presented.
10. No future work order request will be accepted if an invoice number remains outstanding for 30 days or more.
11. The scope of our Maintenance Services:
  - a) Work to be performed shall be minor in nature and confined to the interior of the unit.
  - b) Maintenance personnel will work on minor plumbing, electrical and air conditioning problems.
  - c) Wheel replacement can be done on glass doors providing the storm shutters are removed and replaced by a professional storm shutter company to permit the glass doors to be removed for repair.
  - d) No painting, mirror or tile/marble work will be accepted.
  - e) No exterior work of any kind (window caulking, sealing of terrace tiles, painting, etc.) will be accepted.

- f) Work on air conditioning systems will be limited to checking the flow of condenser cooling water, changing ac filters, cleaning condensate water drain pans, cleaning condensate water drain lines, checking operating temperatures and pressures.
- g) Except for unclogging or replacing garbage disposal units, NO appliance work will be accepted.
- h) Management maintains a list of qualified vendors, contractors, and repair companies and will gladly provide a list upon request.

## 12. EMERGENCY SERVICES

- a) Emergency service will be available pertaining to fire, flooding, water heaters leaking or ac units leaking. Work will be done to minimize damage and charges will be levied as necessary.
- b) Emergency Service requiring Maintenance personnel to be called in after normal working hours will be charged a minimum of two hours labor (\$72.00). Extra time and materials will be charged as necessary.

## **B. SHIPPING AND RECEIVING DEPARTMENT POLICIES AND GUIDELINES**

1. Hours of operation are from 8:00 am to 5:00 pm Monday through Friday ONLY.
2. The shipping and receiving clerk must check in all personnel working in the building.
3. The clerk is required to issue ID badges to all workmen and all workmen are required to wear the ID badge while on Brickell Key One property.
4. The Clerk is required to check out workmen by retrieving and scanning the ID badges when they leave the property.
5. ALL PACKAGES received must be logged in separately regardless of whether they are from the same source or for the same unit.
6. A package may only be released to the person that it is addressed to. NO exceptions without prior written authorization.
7. A resident when in their unit may at any time, day or night request a valet to pick up their packages from the shipping and receiving department and deliver said packages to their unit.
8. A resident may arrange to have a package picked up for shipment from shipping and receiving department during normal working hours only.
9. A resident who is shipping out a package after normal working hours must send the package out from their unit to the shipper.
10. When a valet delivers a package to a resident, the resident must sign and date the package notice and the valet must return the signed package notice to the shipping and receiving clerk or after hours to the security officer in charge.
11. Packages will be held for a maximum of thirty days only.
12. Packages not picked up within thirty days may be returned to the sender.
13. Shipping & Receiving is not to be used as a drop off or holding address for any type of commercial use or company.
14. Packages addressed to companies may be rejected and returned to the sender.
15. Shipping and Receiving will not hold the U.S. Mail for any unit when the unit's mailbox is full. It is a violation of federal law for the Association to hold mail.
16. Residents are required to notify the Flagler Street Post Office to hold the mail when they are away. (Ph: 305-371-7099)

17. The Association will NOT be responsible for flowers, perishable items, medications or otherwise fragile deliveries to the Concierge and/or Shipping and Receiving Department.

### **C. VALETS**

1. Valets will provide grocery and package service on the Second Floor Main Lobby, north side only.
2. Valets are NOT permitted to provide grocery or package service at a resident's parking space.
3. Valet parking is for guests only.
4. Owners and residents may be valet parked into their respective parking space by obtaining and presenting the appropriate coupons from the Administrative Office.
5. Unauthorized self-parking in a valet parking space may be cause to have a vehicle towed at the owner's expense.
6. GUEST PARKING IS BY VALET ONLY.
7. VALET PARKING IS FOR A PERIOD OF NOT MORE THAN FORTY-EIGHT (48) HOURS.
8. A STORAGE FEE OF \$36.00 PER DAY OR ANY PART THEREOF MAY BE CHARGED ON VEHICLES LEFT IN VALET PARKING OR ETHAN FORTY-EIGHT (48) HOURS.

## **VI. MISCELLANEOUS**

### **A. EMPLOYEES OF THE ASSOCIATION**

The Board of Directors is responsible for the employment and direction of Association personnel. At no time shall any Unit Owner or Resident attempt to assert or exercise control over an employee of the Association. Any complaint or concerns involving employee conduct or job performance should be directed to the General Manager, preferably in writing.

### **B. VIOLATIONS OF RULES AND REGULATIONS**

1. The condominium documents of the Association and the Florida Statute 718 (Condominium Act) permit the levying of fines for violations of the Rules and Regulations of the Association.
2. In accordance with the Florida Statute, the administrative process, should a fine be deemed appropriate by the Board of Directors, is as follows:
  - a) Upon violation of Rules and Regulations, a request from Management or the Board of Directors, delivered either by regular mail or by hand delivery, shall be made to a Unit Owner/Resident to cease the violation of said Rule and Regulation.
  - b) Should the Unit Owner/Resident continue the violation, a second letter shall be sent by Certified mail (and regular mail) to the legal address provided to the Association. The letter will inform the Unit Owner/Resident of a residents hearing committee meeting to be convened for the purpose of addressing the ongoing Rule and/or Regulation violation. The notice shall contain the date, time, and place of the meeting which shall be held not less than fourteen (14) days from the date of the mailing of the notice. The notice shall also contain a statement of the provision of the Declaration, By-Laws or Rules and Regulations, which the Association alleges to have been violated, and a short and plain statement of the matters asserted by The Association.
  - c) As in any administrative hearing, the Unit Owner/Resident shall be entitled to present his/her side of the issue.

- d) The Residents hearing committee shall then determine if a monetary fine and/or suspension of common area use rights shall be imposed in accordance with Florida State Statutes 718.303 and/or 720.305.
- e) After the fine is levied, should the Unit Owner/Resident ignore the mandates of The Board of Directors or continue the violating behavior, The Board of Directors shall proceed to cure the violation through the legal process. All fees and costs of said corrective process would be the responsibility of the Unit Owner. The fines shall not be constructed to be exclusive. They shall exist in addition to all other rights and remedies of which The Association may be otherwise entitled. Any penalty; however, paid by the offending Unit Owner/Resident shall be conducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Unit Owner/Resident.

#### **C. RULE CHANGES AND EXCEPTIONS**

- 1. 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.
- 2. All of these Rules and Regulations shall apply to all Unit Owners/Residents even if not specifically so stated in portions hereof.
- 3. The Board of Directors of The Association 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 Building and its occupants, to promote cleanliness and good order of the Property and to assure the comfort and convenience of Members. Said changes, however, shall not be arbitrary in content, or in conflict with the Association Declaration or By-Laws. Any changes shall be reviewed by the Association legal counsel and filed with the appropriate Clerk of Courts.

#### **D. RECORDS REQUESTS**

- 1. Owners may submit one records request every 30 days, with a maximum of three items per request.