

BRICKELL ON THE RIVER SOUTH TOWER CONDOMINIUM ASSOCIATION, INC.

LEASING RULES AND REGULATIONS

1. While the Association does not currently approve leases in the condominium, it does require registration of tenants and occupants. A complete Lease Registration Package must be received by the Association at least three (3) business days prior to the desired move-in date. A copy of the Lease Registration Package is attached hereto.
2. All residential leases must comply with all applicable local, state and municipal regulations, including the minimum 30 day lease-term requirements established by the City of Miami.
3. Incomplete submissions will be automatically rejected, requiring resubmission and restarting the registration process.
4. No tenant may take occupancy until the Association confirms completion of Registration.
5. The Management Office will maintain tenant registration documentation as part of the Association's administrative occupancy records.
6. Listing units on Airbnb, VRBO, or any short-term rental platform for lease terms of less than 30 days is strictly prohibited.
7. A Unit Owner may not register more than one lease (listing all intended occupants) within any thirty (30) day period, nor shall subleasing for terms less than 30 days be authorized. A new lease registration may not be submitted until the full 30 days have elapsed from the start date of the prior lease, regardless of whether the tenant vacates early or the lease is terminated.
8. Renewals, extensions, or modifications may not reduce the lease term below the minimum term required.
9. The tenant(s) must receive and agree to comply with the Condominium Rules and Regulations and all policies adopted by the Association and/or Master Association.
10. The owner acknowledges that providing inaccurate or incomplete information constitutes a violation of the Association's governing documents and may subject the owner to enforcement action.
11. Owners remain responsible for all tenant violations, including fines, costs, and damages.

BRICKELL ON THE RIVER SOUTH TOWER CONDOMINIUM ASSOCIATION, INC.

LEASE REGISTRATION PACKAGE

Leasing of residential units at Brickell on the River South Tower shall not be subject to the prior written approval of the Association, but each lease shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the Tenant's full compliance with the covenants, terms, conditions, and restrictions of the Declaration (and Exhibits thereto), the Master Covenants and with any and all rules and regulations adopted by the Association and/or the Master Association from time to time (before or after the execution of the lease). Other than as required by applicable law, there shall be no minimum lease term for any lease, nor there be any maximum number of times that a unit may be leased in any period. The residential Unit Owner will be jointly and severally liable with the Tenant to the Association for any amount which is required by the Association to repair any damage to the Common Element resulting from acts or omissions of Tenant (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to the property caused by the negligence of the Tenant. (Please refer to section 17.8 of the Condominium Documents).

Although the Association does not approve or deny leases, it requires registration. Before leasing your Unit, you must submit a complete Lease Registration Package to the Management Office. This package is required prior to occupancy and ensures compliance with the Association's Leasing Rules.

The following must be provided to the Management Office at least three (3) business days before the desired move-in date:

1. Copy of Executed Lease Agreement.
2. Copy of signed and notarized Lease Acknowledgement and Waiver Agreement.
3. Copy of Picture ID for anyone that will reside in the unit.
4. Completed and signed forms in the Lease Registration Package (write N/ A for forms that do not apply and sign).
5. For unfurnished unit - \$500 Move-In/Move-Out Elevator Security Deposit (refundable-separate check).
6. Pet Fee Deposit : \$250 Deposit refundable.
7. Copy of Up-to-Date Pet Vaccinations Records.

Make personal checks, money orders or cashier's checks payable to Brickell on the River South
****UNIT OWNERS/AGENTS ARE RESPONSIBLE FOR PROVIDING ALL KEYS**
AND BLUE PARKING DECAL TO THE LESSEE**

ALL the forms contained within this lease registration package must be completed and signed.
Incomplete lease registration package will not be accepted by Management.

LEASE ADDENDUM

THIS LEASE ADDENDUM, entered into this ____ day of _____, 20____, by and between _____ ("Lessor"), as Lessor of Unit No. _____ of Brickell on the River South Tower Condominium, and _____ ("Lessee"), supplements and modifies that certain Lease Agreement dated _____, 20____, by and between Lessor and Lessee. The parties hereby agree as follows:

1. **RULES AND REGULATIONS.** Lessee, and his guests, invitees, licensees and servants, agree to take subject to, assume and abide by the Declaration of Condominium and all its exhibits incorporated thereto, of Brickell on the River South Tower Condominium, and by execution of this Lease Addendum, Lessee acknowledges that he has received the foregoing documents. Lessee specifically but without limitation acknowledges that he has received the rules and regulations of the Condominium and Lessee understands that he takes subject to same and agrees to abide by such rules and regulations as same may be amended from time to time, and that the breach by Lessee (or his guests, invitees, licensees and servants) of any such rule and regulation, or of the terms, conditions and covenants of the Declaration of Condominium or the exhibits thereto, shall constitute a breach of a substantial obligation under this Lease. Failure of Lessee to abide by said condominium documents and/or rules and regulations of Brickell on the River South Tower (the "Association") shall entitle the Association to all the rights of Lessor to terminate this Lease and evict Lessee. The Board of Directors of the Association shall have the power, but shall not in any manner be obligated, to terminate the Lease and/or to bring summary proceedings to evict Lessee, in the name of Lessor and/or itself, in the event of (1) a default by Lessee in the performance of its obligations under the Lease, or (2) a foreclosure of a lien placed on the unit by the Association in accordance with the Declaration. In the event the Association brings any action, proceedings or litigation to terminate this Lease and/or evict Lessee, Association shall recover from Lessor and/or Lessee all costs and reasonable attorney's fees incurred, therefore.
2. **USE AND OCCUPANCY.** The premises shall be used solely as a private residence for Lessee, and the following individuals, as listed below: (List each occupant - state name, age, and relationship to Lessee).

_____	_____
_____	_____
_____	_____

3. **OWNER ACKNOWLEDGMENTS.** By signing this Lease Addendum, the Lessor (Owner) acknowledges and agrees as follows:
 - The lease term complies with the Association's minimum thirty (30) consecutive day requirement.

- The Lessor may not register more than one tenant or lease for the Unit within any thirty (30) day period, and may not submit a new lease registration until thirty (30) full days have elapsed from the start date of the prior lease—regardless of early termination or early vacancy.
 - Early mid-term lease swaps or multiple registrations are strictly prohibited.
 - The lease is not for transient occupancy, short-term rental activity, hotel-type use, or any purpose prohibited by City of Miami Ordinances.
 - Advertising or listing the Unit on Airbnb, VRBO, or any short-term rental platform for a lease term of less than 30 days is strictly prohibited.
 - Lessor remains responsible for all violations committed by Lessee or any occupant, including fines, costs, damages, administrative charges, and attorney's fees.
 - Lessor certifies that all information provided to the Association in connection with lease registration is true, complete, and accurate; providing false or incomplete information is a violation of the Association's governing documents.
4. **RIGHT TO RENT.** In the event Lessor is delinquent in his obligation to pay to Association any general or special maintenance assessments, or any installment thereof Association shall have the right, but not the obligation, to require Lessee to pay said rental Installments, or the portion thereof, sufficient to pay said delinquent maintenance assessment, directly to Association, upon Association giving written notice of the exercise of such right to Lessee and Lessor. The right of Association is cumulative and in addition to any and all other rights or remedies the Association may have against Lessee or Lessor.
5. **LESSEE ACKNOWLEDGMENTS.** By signing this Lease Addendum, the Lessee acknowledges and agrees as follows:
- Lessee may not take occupancy of the Unit until the Association confirms receipt of a complete Lease Registration Package.
 - The lease term is not fewer than thirty (30) consecutive days and complies with all City of Miami minimum rental term and zoning requirements.
 - Subleasing for less than thirty (30) day terms is prohibited.
 - The Unit may not be used for transient rental, hotel use, or any form of short-term rental.
 - Lessee must comply with all Condominium Rules & Regulations and acknowledges receipt of those documents.

- Violations of the Condominium Rules may result in fines, penalties, or termination actions initiated by the Association.
- Any fines or enforcement costs assessed due to Lessee's conduct may be assessed against both the Unit Owner and Lessee .

Nothing contained in this Lease Addendum, or in the Lease or the Condominium documents, shall in any manner (1) be deemed to make the Association a party to the Lease or this Lease Addendum (except to the extent, if any, necessary to enable the Association to enforce its rights hereunder or under the Condominium documents), or (2) create any rights or privileges of Lessee under the Condominium documents or in or as to the Association.

All other terms, conditions and provisions of the Lease Agreement shall remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, the parties have executed this Lease Addendum on this ____ day of _____, 20____.

LESSOR (OWNER)

I certify that the information contained in this Lease Addendum is true and correct and that I agree to all terms stated herein.

Owner Signature: _____

Print Name: _____

Date: _____

LESSEE (TENANT)

I certify that I have received and reviewed the Condominium Declaration, Rules & Regulations, and all Association policies, and agree to comply with all requirements.

Tenant Signature: _____

Print Name: _____

Date: _____

ADDITIONAL TENANT SIGNATURES

(Use if there are multiple adult occupants)

Tenant #2 Signature: _____

Print Name: _____

Date: _____

Tenant #3 Signature: _____

Print Name: _____

Date: _____

LEASE ACKNOWLEDGMENT AND WAIVER AGREEMENT

This Lease Acknowledgment and Waiver Agreement ("Agreement") is executed by the undersigned Unit Owner(s) and Tenant(s) of Unit No. _____ within Brickell on the River South Tower Condominium Association, Inc.

The undersigned acknowledge and agree that the Lease complies with the Association's minimum thirty (30) consecutive day lease term requirement and with all applicable City of Miami minimum lease-term and zoning regulations. Owner and Tenant understand that the Unit may not be leased, occupied, or advertised for transient or hotel-type use, and that listings on Airbnb, VRBO, or any similar short-term rental platform for a lease term of less than 30 days are strictly prohibited.

Owner further acknowledges that only one tenant(s) or lease may be registered for the Unit within any thirty (30) day period, and that a new lease registration may not be submitted until thirty (30) full days have elapsed from the start date of the prior lease, regardless of early vacancy or termination. Owner acknowledges that early lease termination or "tenant swapping" may not be used to circumvent the 30-day lease term minimum.

The undersigned confirm that they have reviewed and agree to comply with all leasing requirements established in the Association's Declaration, Bylaws, and Rules and Regulations, including any amendments thereto. Any violation of these leasing provisions constitutes a violation of the Association's governing documents and may result in enforcement action by the Association, including without limitation, levying of fines, institution of a lawsuit, and suspension of use of the Common Elements. In any such litigation, the violators may be subject to attorneys fees and costs.

By signing below, the undersigned confirm their understanding of the Association's minimum lease term, registration requirements, agree to abide by all applicable leasing restrictions, and waive any claim that they were not informed of these requirements. The undersigned hereby further certify under penalties of perjury under the laws of the State of Florida that all statements made in this Agreement are true and correct to the best of their knowledge.

OWNER(S)¹

Name: _____

Signature: _____

Date: _____

TENANT(S)²

Name: _____

Signature: _____

Date: _____

**BRICKELL
ON THE RIVER**
SOUTH TOWER CONDOMINIUM

RESIDENT INFORMATION SHEET

Date: _____

Lease Start Date: _____ Lease Expiration Date: _____

Unit# _____ Brickell on the River South Tower Condominium

Name(s):

Resident 1:

Resident 2:

Telephone Number(s):

Resident 1:

CELL: _____

WORK: _____

E-MAIL: _____

Tenant's Signature

Resident 2:

CELL: _____

WORK: _____

E-MAIL: _____

Tenant's Signature

**BRICKELL
ON THE RIVER**
SOUTH TOWER CONDOMINIUM

VEHICLE REGISTRATION FORM

Tenant's Name (s): _____ Unit: ____
Tenant's Name (s): _____

VEHICLE #1:

MAKE: _____ MODEL: _____
COLOR: _____ YEAR: _____
LICENSE PLATE: _____ PARKING SPACE#: _____
VEHICLE OWNER'S NAME: _____

VEHICLE #2:

MAKE: _____ MODEL: _____
COLOR: _____ YEAR: _____
LICENSE PLATE: _____ PARKING SPACE#: _____
VEHICLE OWNER'S NAME: _____

Tenant's Signature: _____ Date: _____
Tenant's Signature: _____ Date: _____

BRICKELL ON THE RIVER

SOUTH TOWER CONDOMINIUM

ACCESS AUTHORIZATION

It is standard procedure for the front desk to contact residents prior to granting their visitor(s) access into the premises, except if the visitor has been previously authorized (in writing) by the resident. Otherwise, if the front desk is unable to obtain verbal authorization from the residents, the visitor will be turned away.

Therefore, if an Owner/Tenant wishes to authorize access to their unit during an absence from the property, this form must be used to designate such authorization. Access will be permitted to all parties listed below.
(Note: for your security, authorized visitors must be updated on a yearly basis)

It is the sole responsibility of the Owner/Tenant to make all arrangements for their guest(s) to have access to their unit; the resident must provide unit keys for the authorized party. **Management will not be responsible to provide the below named visitor(s) with keys under any circumstances.**

Owner(s)/Tenant(s) are fully responsible for their guests' actions while at Brickell on the River South Tower, a Condominium and must explain to their guests' that they are required to abide by all governing documents (including Declaration of Condominium, Articles of Incorporation, By-Laws, and Rules and Regulations).

Visitors are to be renewed by you at the time you renew and submit your lease to Management Office.

Tenant's Name:

Tenant's Name: _____

Unit# _____ South Tower

Hereby authorize access for the following person(s):

DO NOT CALL UNIT	NAME	EXP. DATE (MAX. 1 YEAR)	REASON FOR AUTHORIZATION
☐			
☐			
☐			
☐			
☐			

Tenant's Signature

Date

Tenant's Signature

Date

BRICKELL ON THE RIVER

SOUTH TOWER CONDOMINIUM

SERVICE ELEVATOR REQUEST FORM

Resident Name: _____ Unit _____

Requested date: _____

Requested time period: 9:00am - 12:45pm * 12:45pm - 4:30pm **

\$500.00 Refundable Security Deposit, received: _____

Company's name: _____

Insurance: _____

READ CAREFULLY

If the resident causes any damage to any part of the property during a delivery, or if any of said resident's guest/movers/contractors cause any such damage, that resident is responsible for the full cost to repair those damages and will be billed by the Association accordingly.

A refundable security deposit of \$500.00 is required to secure a reservation. This deposit will be deposited by the Association, and returned within 10 days after the reservation, provided no damage has occurred.

All companies must provide a Certificate of Insurance, with *Brickell on the River South Tower Condominium*, 41 SE 5th Street, Miami, FL 33131, as Certificate Holder and Additional Insured. The Certificate of Insurance must include Liability Insurance and Worker's Compensation. All required documentation must be provided before contractors will be allowed on property.

Rescheduling must coincide with an available date on the Association receiving area reservation calendar.

Service elevator must be scheduled no less than 7 days in advance and must be confirmed by Management.

Deliveries that require the service elevator are permitted during the following hours only:

Monday - Friday, 9:00am - 4:30pm

Saturday, Sunday, or Holidays – Deliveries requiring the service elevator is not permitted

All moving vehicles must park in the designated receiving area.

TRUCKS THAT EXCEED THE FOLLOWING DIMENSIONS WILL NOT BE PERMITTED ON

THE PROPERTY - NO EXCEPTIONS: HEIGHT: 12 FT, LENGTH: 24 FT

Removal of all packaging materials, boxes, and other trash is the resident's responsibility. No boxes or furniture will be placed in the building trash chutes or left in the common areas (including hallways). If any boxes or furniture is disposed of improperly, the Association will bill the residents for the cost of removing said materials.

I HAVE READ, AND FULLY UNDERSTAND AND AGREE TO THE ABOVE.

Tenant's Name _____ Signature/Date: _ _ _ _