

**BILTMORE II CONDOMINIUM
ASSOCIATION**

**RULES AND REGULATIONS
&
EMERGENCY/STORM CONDITIONS**

Effective March 1st, 2024

**This edition of the Association Rules & Regulations replaces
and supersedes all previous editions.**

BILTMORE II CONDOMINIUM ASSOCIATION

Rules and Regulations

Effective March 1st, 2024

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1. **Introduction**

The Rules and Regulations of the Biltmore II Condominium Association are designed to create a congenial, pleasant, and dignified residential atmosphere for all Residents and their Guests. Enjoyable condominium living requires that all Residents use their individual units and common elements in a manner which will not unreasonably or unnecessarily disturb their fellow residents. Respect and cooperation among all members of the Biltmore II community is essential to continue strengthening our community.

It is the intent of the Rules and Regulations to be uniform and reasonable standards for all residents of our community. Nevertheless, there may on occasion be a unique circumstance that would necessitate a limited waiver or exception to the Rules and Regulations to make a reasonable accommodation for a specific resident or situation. In that event, a resident may petition the Board, in writing, through the Secretary of the Association, to allow a specific limited waiver or exception to a Rule or Regulation. The Board shall review such a request and issue a ruling on the application of a waiver or exception at its next regularly scheduled meeting.

2. **Definitions**

For purposes of these Rules and Regulations, the following definitions shall apply:

“Adult” is any person who has attained the age of eighteen.

“Association” is the Biltmore II Condominium Association, Inc. entity responsible for the operation of the Biltmore II Condominium (Building and Common Areas).

“Common Areas” are those portions of the condominium property, inside or outside the building, which are not included within the units, but appurtenant thereto.

“Common Elements” are those component features of Common Areas and may be either common in nature or a Limited Common Element associated with an individual Unit, as described and defined in the Declaration of Condominium. (Example: An Electric Meter Room is a Common Area; the Electric Wiring from the main wires and the Meter Cans are Common Elements; the Electric Meter and Electric Wiring from the Meter Can to a Unit Electric Panel for a specific Unit is a Limited Common Element; and the Electric Panel and wiring from the Panel to devices, switches and outlets in an individual Unit belong to that Unit.)

“Concierge Staff” are those Association staff members responsible for Front Door operation, Front Desk duties, Access Control to the property, first-line enforcement of the Rules and Regulations, contractor registration and control for Association and Residents’ contractors, investigating and reporting incidents on the property, package receipt and notification, internal mail receipt and delivery, notification and assistance to First Responders (Police and/or Fire) to respond to incidents on the property, and other Management authorized services to Residents, Guests and Visitors.

“Concierge Supervisor” is the lead member of the Concierge Staff reporting to the Property Manager, and who is responsible for the scheduling, assignment, and supervision of the Concierge Staff.

“Condominium” is the form of ownership of real property created by the Biltmore II Declaration of Condominium.

“Condominium Documents” are the Articles of Incorporation, Declaration of Condominium, By-Laws and Rules and Regulations.

“Contractor” is a vendor under contract with the Association or a Unit Owner to perform professional, trade or other services in or around the building or in a Unit. All Contractors must check in with the Concierge Staff at the Contractor’s Entrance to the Front Desk.

“Domestic Worker” is any person employed by a Resident for his/her own service or that of his/her family. This term includes, but is not limited to, maids, butlers, valets, chauffeurs, healthcare workers, nannies and babysitters. A Domestic Worker may or may not reside in the same Unit as the Resident. A live-in Domestic Worker is considered to be a Guest, not a Resident. A non-live-in Domestic Worker is considered to be a Visitor.

“Front Desk” is in the lobby area of the building, east of the Front Door, staffed by the Concierge Staff, where Contractors are registered; packages are received from deliverers and picked-up by Residents. Forms, notifications, messages, maintenance requests and other Management authorized resident services are also received by Front Desk staff.

“Front Door” is the glass door facing Biltmore Way and is the primary entrance to the building for Visitors, Guests, Domestic Workers or Health Care Attendants of Residents, Food deliveries are announced from the Front Door. Residents not parking in the underground reserved parking garage and First Responders also use the Front Door, which is operated by a member of the Concierge Staff from 7:00 a.m. to 11:00 p.m. daily. The Front Door may be opened with a key fob or by using a call button during other times.

“Guest” is any person receiving overnight hospitality of a Resident without monetary compensation from the non-resident and who is not permanently residing with the Resident as a member of his/her family.

“Holiday” Recognized Federal Holidays are as follows: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day.

“Management Office” is the office suite in the northwest corner of the ground floor housing the Manager and the administrative staff. This office is open on non-holiday weekdays from 9:00 am to 5:00 pm or otherwise as may be posted on the office door.

“Minor” is a person who has not attained the age of 18.

“Move in – Move out” Event during which new Owners or Tenants move in to the Building or current Owners or Tenants move out.

“Owner” is the publicly recorded holder of legal title to a unit. Unless the Unit is leased to a Tenant, an Owner is entitled to use the Common Elements in accordance with the purposes for which they are intended, provided that no such use may hinder or encroach upon the lawful rights of other Owners or Residents.

“Pool” means, and is limited to, the swimming pool itself.

“Pool Area” includes the pool, the surrounding fenced deck and shrubbery, and the adjacent outdoor shower facility.

“Property Manager” or “Manager” is the individual hired by the Association to manage the operations and daily affairs of the Association.

“Resident” is a person who is the lawful, regular occupant of a condominium Unit as described in the By-laws. Guests, Visitors or Domestic Workers are not considered Residents.

“Tenant” is a person who holds either individually or jointly, a lawful agreement for a minimum of one year to use and occupy a Unit. A Tenant shall have the same rights to use condominium property and Common Elements as the Owner, but the Owner shall not have such rights during the Tenant’s occupancy, except as a Guest.

“Unit” is an apartment as defined in Article IV of the Biltmore II Declaration of Condominium and as such is a residential part of the condominium property that is subject to exclusive ownership. The term includes the undivided share in the Common Elements, which are appurtenant to the Unit.

“Visitor” is a person who enters temporarily (not for overnight accommodation) onto condominium property for social, business, or professional reasons, including visits for site inspections. Contractors and workers employed by the Association or its Residents and Guests, except for Domestic Workers, are not Visitors.

“Workers” are persons who enter onto condominium property for inspections, repairs, contract work, etc. and are only allowed to be present during normal working hours.

3. **Occupancy of Units**

3.1 No Unit may be used other than as a single-family residence.

3.2 No person shall commit or permit any illegal act in any Unit or in any of the Common Areas.

3.3 No person shall make any use of the Units or Common Elements that violates the laws, ordinances or regulations of any government body having jurisdiction or Condominium Documents.

3.4 The Owner of a Unit which is not owned by a natural person or persons must designate the occupants of that Unit. Such designation may not be changed more than once per twelve (12) month period. The Association has the right and duty to approve or disapprove any designated occupant in advance of such occupancy.

3.5 No business that accepts customers from the outside shall be conducted from within a Unit or the Common Areas.

4. Security

4.1 The area behind the Front Desk is off-limits to all persons who are not Employees of the Association. U.S. postal workers, delivery personnel, and other persons or workers may be allowed behind the Front Desk only with specific approval of the Concierge or Maintenance Supervisor.

4.2 All pick-ups and deliveries for Residents must be made through the Front Desk. These pick-ups and deliveries include, but are not limited to, furniture and appliances (through the loading dock), parcels carried by mail or special delivery services, properly labeled and bagged laundry and dry cleaning, medicines, and parcels and envelopes for delivery by third parties to Residents or by Residents to third parties.

4.3 An on-duty Concierge Staff member will notify a Resident electronically or by telephone of the arrival of a pick-up or delivery. If the Resident is absent, the Concierge may accept a delivery on behalf of the Resident. The use of this service is at the sole risk of the person taking advantage of this service.

4.4 Except for deliveries of bottled water and newspapers, which shall not be left to accumulate for over three (3) days, deliveries may not be left outside the door of a Unit at any time. The Front Desk will not accept perishable items such as food or flowers if the recipient Resident is absent. C.O.D. deliveries will also not be accepted. Packages not addressed to current Residents will be returned to the sender.

4.5 Food and pharmacy deliveries to Units will be allowed provided that Concierge calls Resident and gets permission to send the delivery upstairs.

4.6 Residents may leave items with the Concierge for subsequent pick-up by third parties. The Association is not liable for any items left with Concierge; this service is provided at Resident's sole risk. Residents leaving such items have the obligation to fully inform the Concierge as to the identity of the party making the pick-up. If funds are necessary to complete the pick-up, the Concierge will only accept custody of checks, not cash, for delivery to the party making the pick-up.

4.7 Concierge Staff are not authorized to park vehicles for Residents, Guests, or Visitors. There is no valet service at the Biltmore II Condominium.

4.8 Securing and managing the delivery and loading zone at the northeast service entrance to the condominium building is a function of the Concierge Staff on-duty at the Front

Desk. This entrance is used primarily for move-ins and move-outs, pick-up and delivery of furniture and appliances, movement of large and heavy items and receipt of deliveries from parcel delivery services. The inside and outside doors to the rear entrance are locked when not in use and may be opened only with the approval of the on-duty Concierge. Residents are not permitted to use this entrance for routine ingress to or egress from the condominium building.

4.9 Securing and managing the use of the freight elevator on the east side of the atrium is a function of the Concierge. Residents wishing to use this elevator for pick-up or delivery of large items must notify Management prior to the intended use date. Residents who are planning major installations, renovations, or repairs within their units shall advise their Contractors as soon as reasonably practical and before intended use date, of the need for coordinating use of the freight elevator with the Manager and Concierge Supervisor.

4.10 Four-wheel carts are available for transporting luggage and other items on condominium property. The Concierge controls the use of these carts. The carts may be checked-out through the on-duty Concierge and must be returned promptly after they have served their purpose. Carts shall only be carried on elevators located on the east side of the atrium and are not permitted in the “glass” elevators on the west side. Carts may not be removed from the property and may not be kept inside a Unit.

4.11 The Concierge Staff is instructed to deny entrance to all solicitors and to stop all forms of door-to-door solicitations by Residents, Guests, Visitors, or other individuals. Distribution of brochures, pamphlets, folders, letters, and other advertising material by placement under or in front of Unit entrances is prohibited, except for notices, announcements, and newsletters by Management.

4.12 Signs or other letterings shall not be displayed in or on Common Elements unless previously approved by the Board of Directors.

4.13 Any type of commercial solicitation is prohibited.

4.14 “Trick or treating” on Condominium Property is specifically prohibited.

4.15 Tow trucks are not permitted in the basement or any covered parking area unless accompanied by the Concierge. Other than emergency service, no service or repairs of vehicles belonging to Residents, Guests, or Visitors may be made on condominium property.

4.16 All residents shall provide Management with an emergency contact to include name, email, and phone number, to be used in case of emergencies.

4.17 A metal plate on each unit access door indicates that unit’s designated unit number. Such number may not be covered and must be visible at all times.

5. Noise/Nuisance

5.1 No unreasonable noise, disturbance or unruly behavior shall be allowed in residential hallways or the lobby.

5.2 No unreasonably loud sounds that can be heard outside of a Unit from which the sounds originate shall be allowed between the hours of 10:00 pm and 9:00 am.

5.3 Installations, renovations, and repairs by workmen are allowable only during non-holiday weekday hours between 9:00 am and 5:00 pm. Hammering, drilling or other impact noise activities are not permitted before 9:00 am or after 5:00 pm on non-holiday weekdays.

5.4 A Resident shall not play or permit the playing by Guests, Visitors or Domestic Workers of any musical instrument, radio, television, stereo system or other similar equipment at a sound level which is disturbing to a Resident of another Unit and interferes with his/her peace and tranquility.

6. Use of Common Elements

6.1 Common Areas and Common Elements of the condominium are exclusively for the use of Residents. Residents may entertain Guests and Visitors in their Units, but not in the hallways. Residents wishing to entertain Guests in the Social or Card Rooms must make prior arrangements for exclusive use of these areas with the Management Office. Exclusive use of the Social or Card Rooms are subject to usage fees.

6.2 Owners who have leased their Units have transferred all their rights to use of Common Elements to the Tenants occupying their Units. Such Owners do not retain duplicate rights for use of Common Elements.

6.3 Residents shall not cause any disturbance or noise in Common Areas or Common Elements that will unreasonably interfere with the peace, comfort, and tranquility of other Residents, nor shall they permit such disturbance or noise by their Guests, Visitors, or Domestic Workers. Use of profane, obscene, threatening and/or abusive language, behavior or conduct shall not be tolerated. The Concierge is instructed to halt or arrange cessation of such disturbance or noise, which they may observe or is brought to their attention. Furthermore, the Concierge shall file an incident report in the Management Office including the names and unit numbers of residents involved, as well as other witnesses, if any. Footage of the security video, if available, shall also be preserved.

6.4 Shopping carts, wheelchairs, medically necessary electric scooters, and infant strollers or carriages are the only wheeled vehicles allowed in the glass elevators. Bicycles are only permitted in the east side elevators.

6.5 Residential Hallways are Common Elements and are emergency evacuation pathways. Residents may not place personal property, such as grocery carts, mailboxes, strollers, statuary, floor mats, decorations, and the like, on the floor in front of unit doors and hallways. Such personal property shall be kept inside the individual Units or stored in authorized storage spaces.

6.6 Unit access doors are designated as fire doors. These doors are designed to prevent the spread of a fire in the unit to other areas of the building and vice versa and have been qualified to perform this function by the door manufacturer in accordance with the National Fire Protection Association (NFPA) code. Modifications to unit hallway access doors are not permitted, with the

exception of holes for surface mounted hardware such as lock cylinders, spindles and similar operational elements, provided the work complies with the requirements of NFPA – 80, and is performed by qualified personnel. Temporary decorations, such as holiday decorations, are permitted to be attached to the surface of the doors. Additionally, a religious object not to exceed 3 inches wide, 5 inches high, and 1.5 inches deep may be attached on the mantel or frame of the door".

6.7 Except in the first-floor restrooms, changing diapers or children's underclothing is prohibited in the Common Areas. Diapers and disposable children's underclothing may not be placed in trash receptacles in the first-floor restrooms.

6.8 Changing from bathing attire to street clothing, or the reverse, is equally prohibited in Common Areas.

6.9 Proper clothing attire is required at all times in Common Areas. Shoes and shirts are required in all Common Areas.

6.10 Smoking is not permitted in Common Areas, inside the building or the Pool Area.

6.11 Commercial activity on the Condominium Property, including washing of automobiles, pet grooming, trainers in pool and gym, is prohibited.

6.12 Roof areas are off limits to any Resident, Guest, or Visitor. The roof doors are kept locked for protection of all Residents. Only service and maintenance people authorized by Management and supervised inspectors are permitted on roof areas.

6.13 No cooking is allowed on any of the unit balconies, Common Areas or Common Elements except for special events conducted by the Association in the uncovered patio area outside the Social Room and then only with the advice and consent of the City of Coral Gables Fire Department.

6.14 The Resident employer of Domestic Workers is responsible for all their activities while on the Property.

7. Unit Balconies

7.1 Permanent attachment of fixtures such as plants, baskets, containers, chimes, plaques, or other objects to the ceilings, floors, walls, or hurricane shutters on balconies is not permitted. Wind chimes or any other noise emitting items are not allowed on balconies. Nothing placed on balconies, except for potted plants, shall extend above the enclosure of the balconies (railings or parapet walls) and be visible from the ground.

7.2 In accordance with Florida Statutes, any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, Patriot Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations. Appropriate decorations may be displayed during holidays or seasons. All exterior displays must be securely anchored to prevent injury to persons or

damage to property in the event of winds, storms, etc. Management reserves the right to order the removal of any display deemed dangerous to Residents, third parties, or condominium property.

7.3 Balconies may not be enclosed by screening or other material.

7.4 Clothing, towels, laundry, carpeting, or any other similar item may not be draped or hung on balconies. Items being cleaned or used for cleaning may not be shaken on balconies.

7.5 No one may cause wash or sprinkling waters to flow from balconies or cause dirt, debris, or damage to windows, walls, and balconies of lower Units or vehicles parked below. Weep holes (balcony drain holes) must allow free flow of water and shall be kept clean at all times.

7.6 Floor holes on the twelfth-floor balconies are Common Elements used for scaffolding or swing stages and by window washers. These floor holes may not be covered by tile or other flooring material.

7.7 Cooking on balconies is prohibited.

7.8 No carpeting may be used as a floor covering on any balcony.

7.9 Balconies are not to be used as storage areas. Bicycles are not allowed on balconies.

7.10 Nothing (including water and cigarettes) may be dropped, thrown, or poured from balconies.

7.11 No antennas, aerial or satellite dishes may be installed on balconies without prior approval of Management.

8. Guests and Visitors

8.1 Guests and Visitors invited by Residents for hospitality in their Units or to a function in a Common Area and independently entering through the Front Door entrance of the condominium building must be registered or cleared by the on-duty Concierge. This procedure is not necessary for Guests and/or Visitors accompanied by the Resident and entering either through the Front Door entrance or by an elevator from the basement, or by Guests holding an authorized Guest Pass.

8.2 Guests may reside in Units of Residents during either the occupancy by or absence of the Owner or Resident. In either case, Guests are subject to the same rules and regulations that apply to Residents. This permission shall not be interpreted to allow the short-term rental of a Unit.

8.3 Residents shall register and notify Management if Guests are to occupy their Units, regardless of the resident's absence or presence. This notification must include names of Guests (including children and adolescents), arrival and departure dates. The Manager will authorize the request, and a copy of such authorization shall be given to the Concierge at the Front Desk, who will in turn issue a temporary Guest Pass to each Guest at the beginning of their stay. Guests shall carry these cards at all times while on condominium property in order to identify themselves. Unless the notification is at the Front Desk upon arrival of the guests, they will not be permitted to access the property.

8.4 Time limits are imposed on Guests occupying a Resident's Unit. The initial occupancy limit for Guests is 30 consecutive days per calendar year. Two extensions, each for 30 additional consecutive days may be obtained from the Manager on an individual basis. After 90 days, Guests shall either vacate the unit or properly register by completing all established requirements and be approved as a Resident.

8.5 Owners and Residents are required to inform their Guests and/or live-in Domestic Workers as to these Rules and Regulations for guidance during their stay.

8.6 Visitors must be accompanied by Residents at all times when using building amenities or must carry a valid Guest Pass.

9. Domestic Workers

9.1 As set forth in the Definitions, non-live-in Domestic Workers must be registered and shall follow the same security procedures as Visitors. Their appearance at the Front Door shall be announced by the Concierge to the Resident for authorized entry unless the Resident has previously authorized the Domestic Worker's access to the Unit in writing and such authorization is on record with the Front Desk.

9.2 As set forth in the Definitions, live-in Domestic Workers shall follow the same security procedures as Guests and will be subject to the registration and interview process.

9.3 Domestic Workers who are authorized by a Resident and approved by Management to use a reserved parking space assigned to the Resident's Unit, must register themselves and their vehicle with Management and obtain a transponder.

9.4 Domestic Workers are allowed to use the laundry facilities.

9.5 Domestic Workers may use Resident's fobs to access recycling bins in the basement garage.

10. Absence of Resident

10.1 Residents who plan to be absent for more than two days shall prepare their Units in a manner to protect the Units as well as condominium property. Such Residents shall take the following precautions:

(a) Secure or remove all furniture, plants, and other objects from balconies, especially during hurricane season (June 1st through November 30th).

(b) Close and secure hurricane shutters if any part of an absence is during hurricane season.

(c) Close the main water shut-off valve in the Unit.

10.2 Residents shall designate a responsible person or firm to handle matters in case of an emergency or an event which could cause damage to either the Unit or condominium property. The Management Office must be provided with the name and telephone number of such person or firm.

10.3 All Residents shall provide the Management Office with the address, telephone number and/or email where contact with the Resident can be made or messages left for the Resident.

10.4 In the event of an emergency, and in order to avoid or mitigate damage to any Unit or Common Elements, Management may act on behalf of a Resident, and all reasonable expenses incurred which are otherwise an Owner's responsibility shall be reimbursed to the Association by the Owner.

11. Pets and Animals

11.1 Declaration of Condominium, Article XI, paragraph H, states: "No animal weighing over twenty (20) pounds, nor any reptile, shall be kept upon the premises or in any unit by the unit owner or occupant thereof." Nonetheless, pets of any kind that regularly create a nuisance or disturbance shall not be kept on condominium property (including Units) regardless of their size or weight.

11.2 All pets or animals kept on condominium property by Residents must be registered with the Management Office.

11.3 Residents are fully responsible for any damage to a person or property caused by their pet.

11.4 Mobile pets must be on a leash or carried firmly in hand or in a cage, when outside the Resident's Unit in the building and while passing through the Common Areas. Pets are not allowed in Common Areas inside the building or in the pool area, except in the lobby when passing to elevators, when entering and exiting the atrium or when entering and exiting through the basement garage.

11.5 Guests and Visitors may not bring unregistered pets or animals onto Condominium Property.

11.6 Residents are responsible for the complete disposal of their pet's droppings in common areas of condominium property and for thorough cleaning of the soiled area. Failure to comply will be cause for fine.

11.7 Pets are not allowed on balconies unless they are in a cage or tank or accompanied by the Resident.

12. Garage And Parking Areas

12.1 Reserved, numbered parking spaces for Residents are located in the covered first floor garage areas and in the basement garage of the condominium building. Each Unit must have at least one (1) assigned parking space.

12.2 Vehicles belonging to Residents must be registered with Management and be identified with Association-provided transponders if any of their assigned parking spaces are in the basement garage.

12.3 In the event that a Resident changes a registered vehicle, he/she shall inform the

Management Office and establish a new registration for a newly acquired vehicle within 15 days of the acquisition.

12.4 Residents may not park in reserved or assigned parking spaces assigned to others.

12.5 Parking of personal (non-commercial) vehicles in the basement garage is limited to vehicles that do not exceed 17' in length or 6'6" in height. Any vehicle exceeding either of those limits is not allowed in the basement garage. Parking of personal (non-commercial) vehicles in the covered assigned parking garage areas in the upper deck is limited to allowed vehicles not exceeding 17' in length.

12.6 Boats, campers, golf carts, trailers and cargo vans are not permitted in any assigned parking area. Commercial vehicles (with signs, advertising, exposed tools and equipment, etc.) are not allowed in assigned parking spaces.

12.7 Contractors shall only use parking spaces on the upper deck marked "Contractor". Guests, Domestic Workers, and Visitors may use unreserved parking spaces marked "Visitor". Guests, Domestic Workers, and Visitors may use Contractor spaces on weekends and between 6:00 pm and 8:00 am on weekdays.

12.8 Parking in front of the main entrance of the condominium is permitted for a maximum period of 10 minutes. Parking on the sides of the driveway leading to the front entrance of the condominium is not permitted at any time.

12.9 Parking vehicles along the walls on either side of the entrances to the east and west elevator lobbies in the basement garage is prohibited. Temporary stopping at these entrances for loading and unloading is permitted, only if the vehicle remains attended by the driver at all times.

12.10 Any violation of the parking rules subjects the vehicle to towing at the vehicle owner's expense, and fines to the Unit Owner.

12.11 The Condominium has no responsibility for damages or losses to personal property or vehicles parked by Residents, Guests, Visitors or Domestic Workers in the garages and parking areas on condominium property. Vehicles are parked in these areas at the owner's sole risk.

12.12 Bicycles and similar non-powered transportation devices are not to be used or parked in the parking garages, the east/west upper deck parking deck or the ramps leading in and out of the garage unless in designated bicycle storage areas. Such transportation devices must be stored in a Resident's unit or in storage areas designated for bicycles.

12.13 If a Resident discovers an unauthorized vehicle parked in his/her assigned parking space, that Resident shall notify the Management Office during normal working hours or the Concierge after normal working hours (or on weekends or holidays) and may fill out a "Request to Tow" form. Said Resident shall not confront the person whose vehicle is parked in his/her parking space, but instead shall allow Management or the Concierge to first try to determine and contact the owner or driver of the unauthorized vehicle for their immediate removal of the vehicle and, if unsuccessful, Residents will sign a "Request to Tow" form to order the towing and removal of the unauthorized vehicle from the parking space. By signing the "Request to Tow" form, the Resident thereby authorizes the removal of the unauthorized vehicle. The Association will not be responsible

for any costs or damages under any circumstances.

12.14 Other than shopping carts, no other articles of personal property may be stored or placed next to or in front of any assigned parking space.

12.15 With the exception of the Manager, all Employees shall use the parking spaces marked "Employees" on the West side of the Property.

12.16 The Manager will be assigned a reserved parking space in the upper-level covered parking garage.

12.17 Parking spaces designated as "Handicapped" shall only be used by Residents, Guests or Visitors whose vehicles permanently display authorized handicapped parking permits.

12.18 Unassigned parking spaces in the basement and upper-level covered garages belong to the Association and may be rented on a monthly basis to permanent Residents only.

13. Access

13.1 All Residents are required to provide Unit entrance key(s) to the Front Desk for emergency or authorized access purposes. The Concierge will not give a Unit key to any non-resident, unless specifically so instructed in writing by the Resident. These keys will be kept in a secure lockbox.

13.2 Facilities and procedures have been implemented by Management to hold and protect Unit entrance keys. A key will be surrendered by the Concierge only to the Unit Owner, Resident of the Unit, any person authorized in writing by the Resident to receive the key, or to the Manager or his/her designee in case of an emergency or required access. If there is no written document, the Concierge shall call the Resident for authorization. If there is no response, the key shall not be given out to any unauthorized person.

13.3 Each Unit is allocated one (1) electronic access fob per registered Resident. These fobs will provide access to common building elements such as the Front Door, basement elevators and stairs, exercise room, exterior doors from the pool area, and stairwells. These devices will also allow Residents to descend and ascend in the elevators to and from the basement garage.

13.4 Owners who lease their Units must provide the Management Office with a notarized request form in order for their Tenants to be given access devices.

13.5 All Residents having an assigned parking space(s) in the basement garage will be provided with windshield transponders for eligible vehicles.

13.6 Fobs are serialized, registered to, and programmed individually with Unit numbers and Owners' or Tenant's names. They are intended to provide greater safety for Residents by limiting access to building entrance points. If lost or damaged, Management will replace a fob for a fee, after disactivating the lost or damaged fob from the computer security program. Fobs shall be carefully protected and not allowed to fall into hands of any unauthorized person. Residents are

urged to report any lost fobs to the Management or Concierge immediately. Additional fobs may be purchased upon application, justification and approval.

13.7 Guests, Visitors and Domestic Workers shall not ordinarily need to have an access device to enter the building or common elements in accordance with these Rules and Regulations. Domestic Workers may use the Resident's fob to access the recycle bins in the basement garage.

13.8 Tenants, upon termination or expiration of their lease and vacating a Unit, must return all access devices to the Owner or his/her agent. If devices are not returned, Owners must purchase new replacement device(s) at their expense. Non-returned devices will be deleted from the system.

13.9 It is strictly forbidden to bring Workers onto the property via the basement garage.

14. Storage Areas

14.1 Personal property of Residents kept on condominium property must be stored either in their Units or in designated storage areas.

14.2 Small storage rooms with individual storage bins (cages) are located on all residential floors either adjacent to the east elevators or opposite the "glass" west elevators. One storage bin is permanently assigned to each Unit on that floor in the east or west tower. These small storage rooms are locked and each Owner having a storage bin (cage) assigned therein may get the key to the storage room from the Front Desk. A Resident must provide his/her own padlock for the storage bin assigned to his/her Unit. Items may not be stored outside of the storage bins. Management, at its discretion, will dispose of items found outside the storage bins in the small storage rooms if reasonable efforts to locate the items' owner are unsuccessful; or if the item(s) are flammable or dangerous.

14.3 Each assigned storage bin (cage) in the small storage rooms is identified with a small metal plate with the unit number. No storage space or bin is to be rented or loaned to someone who is not an Owner or a registered Tenant of the building. A rented or loaned storage bin (cage) shall not permanently change the assignment of that storage bin (cage) from the originally assigned Unit. If either party to a rental or loan agreement ceases to be an Owner or registered Tenant, the rental or loan of the storage bin (cage) shall be terminated. The Management Office shall be advised whenever a storage bin (cage) is loaned or rented by an assigned Resident to another Resident.

14.4 The common storage rooms located adjacent to the garbage and trash disposal rooms on all residential floors and the common storage facilities at the rear of the Laundry Rooms on the third, sixth and ninth floors of the east wing, are locked and the keys are kept at the Front Desk.

14.5 Residents are only allowed to use the common storage rooms and/or storage bins on the floor and tower (east or west) where they reside (East Tower = Units 01-10 and PH01-06; West Tower = Units 11-20 and PH07-12).

14.6 Nothing of a volatile, flammable, or odorous nature shall be allowed in storage areas, or anything that poses a health or safety hazard of any kind. No perishable food or other items that

might attract insects or rodents may be stored in any storage area. Other items which are not permitted in storage rooms: oil-based paints, mineral spirits, mattresses, sofas, upholstered furniture, kitchen appliances, bicycles, tires, unwrapped glass objects. All property in the common storage rooms must be boxed and marked with name and unit number. Any item too large to be boxed must also be clearly marked with name and corresponding Unit number.

14.7 Property stored in the common storage rooms is stored at the owner's risk. The Association has no liability or responsibility for damage or loss of property stored in the common storage rooms, storage bins or bicycle storage areas due to theft, damage, or fire, nor will it be held responsible for discarding unmarked items or items not allowed in storage rooms. The Association will discard unauthorized, unmarked, or flammable or toxic items from any storage area as necessary.

14.8 Owners who sell or rent their units, and Tenants who have moved out and no longer reside in the building, must remove all their personal property from storage rooms, storage bins and bicycle storage areas at the time of sale, lease or move-out. Items remaining unclaimed for more than 30 days after the date of a move-out, rent or sale will be considered abandoned and subject to disposal or sale by Management, at its discretion.

14.9 Bicycle storage areas are in storage rooms at the northeast, southeast, northwest, and southwest corners of the first-floor covered parking areas. Keys to these rooms are kept at the Front Desk. Management may, from time to time, designate other areas for bicycle storage.

15. Trash Disposal and Recycling

15.1 Trash rooms and chutes are open daily from 8:00 am to 10:00 pm. Trash or cardboard boxes shall not be placed outside of trash rooms. Recycling bins are in the basement garage.

15.2 All garbage and small trash must be placed in "kitchen" size (13 gallon) plastic bags, securely tied, and deposited in the chute.

15.3 Maintenance Staff, only upon notification and request before noon, will pick up Christmas trees and flattened boxes after a move-in. These items shall not be left in the hallways overnight. Plants, cartons, and other items too large for the chute shall be taken down to the recycling bins.

15.4 Recyclable materials such as rinsed glass, plastic, paper, and aluminum materials shall be placed in the recycling bins in the basement garage. No food, liquids or other items are allowed in the recycling bins.

15.5 Cardboard boxes shall be broken down and placed in the appropriate recycling bins in the basement garage.

15.6 Construction debris and material, including cement, dry wall, paint, carpeting, wallpaper, and highly flammable material shall not be disposed of in the trash rooms or recycling bins. These materials shall be removed from the condominium property by the Contractors.

16. Laundry Rooms

16.1 Pre-paid card-operated washers and dryers are located in the Laundry Rooms on the third, sixth, and ninth floors on the east wing of the Condominium Building. These laundry rooms are open daily from 8:00 am to 10:00 pm. Cards may be refilled with additional funds via the machine next to the exercise room. Use of washers and dryers are at the sole risk of the Residents.

16.2 Instructions for using the laundry rooms and machines are posted on the walls of these rooms. Residents and Domestic Workers using the laundry rooms shall keep noise at a minimum in consideration of nearby Residents.

16.3 No personal items shall be left in the laundry rooms after using them. Sinks in laundry rooms may only be used for resident's laundry.

16.4 The Association is not responsible for damage or loss of items resulting from use of the washers and dryers. Residents are responsible for the actions of their Domestic Workers while using these machines. Care shall be taken not to overload the washers and dryers.

17. Mail Room/Bulletin Board

17.1 The mailroom is a Common Area containing all Unit mailboxes. Parcels and quantities of mail too large for the Unit mailboxes may be picked up by Residents at the Front Desk.

17.2 Residents who plan to be absent for extended periods must notify the Post Office for temporary mail delivery suspension.

17.3 Two bulletin boards are located in the mailroom. One is the officially designated location for posting notices by the Association, and the other is for the use of Residents. Residents may request the Management Office to post notices on this bulletin board relating to real or personal property that they may wish to sell or rent or other events. Notices no larger than 8 ½" x 11" may be submitted to the Management Office for approval and posting. Notices will be removed after one (1) month, and the same notice may not be re-posted for a period of six (6) months. Notices may not contain any solicitation information. Notices will be posted at Management's discretion, depending on content.

18. Pool and Pool Area

18.1 All persons using the Pool Area do so at their own risk. There is no lifeguard on duty. Any person who is not a competent swimmer must be accompanied by a responsible competent swimmer capable of supervising and safeguarding the incompetent swimmer at all times.

18.2 Diving into the Pool is not allowed. Running and rough playing in Pool or in the Pool Area is not permitted.

18.3 All persons using the Pool must wear proper bathing attire, which must be covered when entering Common Areas other than the Pool Area. Changing from bathing attire to street clothing, or the reverse, in the Pool Area is prohibited.

18.4 All persons must shower before entering the Pool. An outdoor shower facility on

the south wall of the condominium building is provided for this purpose.

18.5 Tanning lotions, oils, and creams must be removed before entering the Pool. Persons using such substances must not sit or lay upon furniture in the Pool Area without first covering the furniture with a clean towel or other protective material. Bobby pins, hairpins, curlers, clips, etc. must also be removed prior to entering the Pool.

18.6 No incontinent person of any age is allowed in the Pool.

18.7 Persons with communicable skin conditions are not permitted in the Pool.

18.8 No pets may be brought into the Pool Area.

18.9 Portable or inflatable pools, surfboards, floating chairs, plastic or rubber balls, baseballs, footballs, frisbees, and the like, are prohibited in the Pool and Pool area.

18.10 Music may not be played in the Pool Area unless used with a headset. Residents and their Guests or Visitors using the Pool Area must keep all noise at a reasonable level. Yelling, screaming, running, throwing of items and any kind of rough playing will not be permitted.

18.11 Food and beverages are allowed in the Pool Area, but not in the Pool. No breakable dishes, glasses, or bottles shall be brought into the Pool or Pool area. Cooking on grills, stoves, or any other device is prohibited in the Pool Area.

18.12 Used beverage and food containers, including lids, caps, and pull tabs, discarded books, newspapers, magazines, food leftovers and other debris of any nature shall be placed in trash receptacles located within the Pool Area.

18.13 Residents may have a maximum of four (4) Guests or Visitors, including Adults and Minors using the Pool Area at any one time on any day, including Saturdays, Sundays and holidays. Residents must be present at all times with their Visitors.

18.14 The Pool shall be available for swimming from dawn to dusk, unless the current State-issued Operating Permit authorizes "night swimming", in which case the Pool shall be available for swimming from dawn to 10:00 pm.

18.15 Except for Healthcare Workers assisting a resident, Domestic Workers are not allowed in the Pool.

19. Exercise and Sauna Rooms

19.1 All persons using the Exercise and Sauna Rooms do so at their own risk.

19.2 The Exercise and Sauna Rooms are for the exclusive use of Residents, authorized Guests and Visitors. Domestic Workers are not permitted to use the Exercise or Sauna rooms.

19.3 Rules and Regulations for the Exercise and Sauna Rooms are posted conspicuously

in the respective rooms.

19.4 Due to health and safety concerns, children under 12 years of age are not permitted in the exercise and sauna rooms unless accompanied by a responsible person, 16 years of age or older, who is knowledgeable about exercise equipment. No one may use gym equipment which is not in accordance with the manufacturer's specifications.

19.5 After using the exercise equipment, the equipment shall be wiped with the cleaning and deodorizing wipes provided in the exercise room.

19.6 The volume of the TV in the Exercise Room shall not be unreasonably loud.

20. Social Room

20.1 The Social Room is available for use of individual Residents and their Visitors only, unless it is being used for Association business, and may be reserved for exclusive use on a first-come, first-served basis with prior payment of exclusive use fees, damage deposits, cleaning fees, and security staff, if applicable. Reservations are per calendar day and shall be made at least 72 hours prior to the event. Applications for the exclusive use of the Social Room are available in the Management Office.

20.2 For purposes of this section, the Social Room and the adjoining outdoor terrace shall be collectively referred to as "the Social Room." The Social Room does not extend to the Pool Area.

20.3 Exclusive use, damage deposit, cleaning and security staff fees, along with administrative procedures for reservations, are established by the Board and may be revised from time to time.

20.4 Exclusive use of the Social Room includes the use of the food and beverage assembly and serving area. Although the food and beverage assembly and serving area includes several appliances that may be found in a "kitchen", that area is not a commercial "kitchen" in that cooking or food preparation "from scratch" is not permitted. The Association will endeavor to have all assembly and serving area appliances (refrigerator, freezer, icemaker, microwave oven, etc.) and sound system in working order, however the Association cannot guarantee the continuous functioning of those features during an event.

20.5 All activities of the event by the sponsoring Resident and Guests shall be limited to the Social Room, including the outdoor terrace if used. Food and beverages may not be carried by event guests into the lobby or other Common Areas.

20.6 The capacity of an event in the Social Room, including the Main Room and the Dance Floor Annex is limited by the City of Coral Gables Fire Department guidelines to 250 persons (standing reception-type configuration) or 125 persons (seated configuration). Association Management may impose a lesser capacity due to reasonable internal administration, safety, security or other reasons.

20.7 One off-duty Concierge staff member is required for all non-Association events with more than 40 expected event guests in the Social Room. If more than 100 visitors are expected, or if

outdoor patio is to be used, an additional off-duty Concierge will be required. The expense for the off-duty Concierge(s) is to be borne by the sponsoring Resident, who must also be present at all times and is responsible for the conduct of the event guests.

20.8 Residents are not allowed to charge event guests for attendance, food, beverages or other business purposes.

20.9 All live and/or recorded music and singing in the Social Room, if any, must cease no later than 11:59 pm on Sundays through Thursdays and 1:00 am on Saturdays and Sundays. All social activities in the room shall end no later than 1:00 am on any day.

20.10 The Social Room is not available for commercial, for-profit, or political fund-raising purposes.

20.11 The Social Room is available for use by public officers or candidates for public office when sponsored by a Resident for a “meet and greet” event without fundraising purposes. Spokespersons for topics of community interest to residents may also use the room, when sponsored by a Resident. Demonstrations or use of political advertising are not allowed on the condominium property or outside the room.

20.12 The Social Room may not be used for gatherings or parties of Minors unless an adult Resident is present at all times.

20.13 All charges for off-duty Concierge, cleaning and/or repairs for damages will be charged to the Resident responsible for the reservation of the Social Room.

20.14 Residents or event guests may not remove furniture and fixtures from the room at any time.

20.15 All persons using this room and amenities are governed by the Rules and Regulations of the Association. Residents reserving this room will be responsible for any damage to any equipment, furniture, or fixtures.

21. Card Room

21.1 The Card Room is available for use of individual Residents and their Visitors only. It is available unless being used for Association business, and may be reserved on a first-come, first-served basis with prior payment of exclusive use fees, damage deposits; cleaning fees, if applicable; and security staff fees, if applicable. Reservations are per calendar day and shall be made at least 72 hours prior to the event. Applications for the exclusive use of the Card Room are available in the Management Office.

21.2 Exclusive use, damage deposit, cleaning, and security staff fees, along with administrative procedures for reservations, are established by the Board and may be revised from time to time.

21.3 All events and activities of the Resident and event guests shall be limited to the Card

Room. Food service in the Card Room is limited to cold plates. Food and beverages may not be carried by event guests into the lobby or other Common Areas. The sponsoring Resident is responsible for the cleaning up after the event. If cleaning efforts by the sponsoring Resident are insufficient, the Association shall clean the room and cleaning charges shall be added to the sponsoring Resident's account.

21.4 The capacity of the Card Room is limited by the City of Coral Gables Fire Department guidelines to 100 persons (standing reception-type configuration) or 50 persons (with seating). Association Management may impose a lesser capacity due to reasonable internal administration, safety, security, or other reasons.

21.5 One off-duty Concierge staff member is required for all non-Association events with more than 40 expected event guests in the Card Room. The expense for the off-duty Concierge is to be borne by the sponsoring Resident who must also be present at all times and is responsible for the conduct of the event guests.

21.6 Residents are not allowed to charge event guests for attendance, food, beverages or other business purposes.

21.7 All live and/or recorded music and singing in the Card Room, if any, must cease no later than 11:59 pm on Sundays through Thursdays and 1:00 am on Saturdays and Sundays. All social activities in the room shall end no later than 1:00 am on any day.

21.8 The Card Room is not available for commercial, for-profit, or political fund-raising purposes.

21.9 The Card Room is available for use by public officers or candidates for public office when sponsored by a Resident for a "meet and greet" event without fundraising purposes. Spokespersons for topics of community interest to residents may also use the room, when sponsored by a Resident, who shall be responsible. Demonstrations or use of political advertising are not allowed on the condominium property or outside the room.

21.10 The Card Room may not be used for gatherings or parties of Minors unless an adult Resident is present at all times.

21.11 All charges for off-duty Concierge, cleaning and/or repairs for damages will be charged to the Resident responsible for the reservation of the Social Room.

21.12 Residents or event guests may not remove furniture and fixtures from the room at any time.

21.13 All persons using this room and amenities are governed by the Rules and Regulations of the Association. Residents reserving this room will be responsible for any damage to any equipment, furniture, or fixtures.

22. Billiard Room

22.1 The Billiard Room is for the use of Residents and authorized Guests only. Visitors

must be accompanied by the Resident at all times. Domestic Workers are not permitted to use the Billiard Room. Billiard equipment and the key to the Billiard Room may be checked out by Adult Residents at the Front Desk. Such Residents will be responsible for returning the equipment to the Front Desk and for any damage to the billiard tables, equipment, furniture, or fixtures.

22.2 The Billiard Room is not available for exclusive use and, therefore, cannot be reserved.

22.3 Players must limit playing time to one hour if other Residents and their Guests are waiting to use the tables and equipment.

23. Installations, Renovations and Repairs

23.1 Construction work, including remodeling, renovations and repairs (except emergency repairs) and any activities involving the use of hammers, saws, drills, or other noise-making tools and equipment are restricted to the hours from 9:00 am to 5:00 pm during non-holiday weekdays. Work such as described above is not allowed on weekend days and Holidays.

23.2 Owners who intend to perform construction work, including installations and remodeling or renovation to their units must fill out an Architectural Modification Request Form and submit it to the Management Office for review and approval prior to commencement of work. Owners must comply with all the requirements of said form.

23.3 The City of Coral Gables, Building Department oversees the building permitting process and the related plan review and inspections which ensure the protection of our Residents. The City of Coral Gables Building Dept. requires a building permit for most types of construction work, including remodeling, renovations, and repairs within the City of Coral Gables. Owners are responsible for providing a complete and accurate description of the planned construction work, including remodeling, renovation, and repairs in the building permit application. Guidance for exemptions from building permits, including emergency and minor repairs is provided in the Florida Building Code Section FBC 2020 105.2 (A) which has been adopted by the City of Coral Gables. Additional guidance for the preparation of building permit applications and exemptions can be obtained by contacting the City of Coral Gables Building Dept.

23.4 An approved Architectural Modification Request Form and an approved City of Coral Gables building permit (if required by the City) are required before commencing any construction work, including remodeling, renovations, and repairs. A copy of the approved City of Coral Gables Building Permit, if required, must be posted on the outside of the front door of the unit prior to the commencement of any work and shall not be removed until after the City of Coral Gables Building Dept's final inspection has been completed and permit has been closed.

23.5 Construction work, including remodeling/renovations approved by the Association must be completed within nine (9) months from the date of Association approval or receipt of the City permit, whichever comes last. At the end of the nine-month period, all remodeling/renovation shall cease. Owners may request an extension of time to complete the remodeling/renovation of not more than two (2) months by submitting a new Architectural Modification Request Form which shall include justification/reason for the extension and a detailed description of the remaining work. A further extension may be granted by the Association if the construction delay is caused by

extraordinary circumstances, force majeure or an unforeseen event such as a major storm.

23.6 Unit Owners requiring anchorage penetration into the structural slabs i.e., floor and ceiling, shall submit an Architectural Modification Request for Association review and approval before any work may commence. As a minimum, no holes shall be cut or drilled through or into floor slabs within or without a unit without the advice and approval of a licensed engineer familiar with post-tensioned construction, and acceptable to the Condominium Association. Alternately, any work requiring the anchorage penetration into the unit's floor or ceiling shall require the use of a Ground Penetrating Radar (GPR) Scan at the proposed anchorage locations to locate existing post-tension (PT) cables and reinforcements. The existing PT cables and reinforcements must not be damaged or exposed. Additional requirements, including maximum anchorage depth allowed, are provided in the Architectural Modification Request.

23.7 The Owner is responsible for any damage to the Unit or to the Common Elements caused by Contractors and workers employed by the Owner of the Unit to perform remodeling, renovations and repairs, including damage occurred during the moving in or out of furniture, appliances, and other personal property. Furthermore, if there is any damage to the building's fire alarm and protection system, including cabling, speakers, fire alarm pull stations, strobe lights, sprinkler heads and piping, etc. the Contractor must inform Management immediately. Management shall notify qualified fire and security vendors so that the necessary repairs are made immediately. Any expenses related to this situation shall be borne by the Owner.

23.8 Owners are responsible for the removal of debris caused by construction work, including remodeling, renovations, or repairs to their Units. Owners shall arrange for the daily removal of any such debris and supplies left in the Common Areas.

23.9 Contractors and workers such as plumbers, electricians, painters and maintenance company personnel are required to use the freight elevator, or as otherwise directed by the Concierge.

23.10 Owners and their Contractors are not permitted to store construction equipment, tools and materials on unit balconies.

23.11 Owners shall ensure that Contractor installs protective covering as specified in the Architectural Modification Form on the floor of the elevator landing and corridor to the door of their Unit. Protective coverings shall be replaced by the Contractor as often as necessary, ensuring floor coverings are always in reasonably good shape.

23.12 Any Owners changing the flooring of their Units and/or balconies shall abide by the soundproofing and waterproofing requirements of Biltmore II Declaration of Condominium and Architectural Modification Request Form.

23.13 Unit access doors are designated as fire doors. These doors are designed to prevent the spread of a fire in the unit to other areas of the building and vice versa and have been qualified to perform this function by the door manufacturer in accordance with the National Fire Protection Association (NFPA) code. Modifications to unit hallway access doors are not permitted, with the exception of holes for surface mounted hardware such as lock cylinders, spindles and similar operational elements, provided the work complies with the requirements of NFPA – 80, and is performed by qualified personnel. Temporary decorations, such as holiday decorations, are

permitted to be attached to the surface of the doors. Additionally, a religious object not to exceed 3 inches wide, 5 inches high, and 1.5 inches deep may be attached on the mantel or frame of the door".

24. Safety Precautions

24.1 All fire laws of the State of Florida, Miami-Dade County and City of Coral Gables shall be complied with by Residents, Guests, Visitors and Domestic Workers.

24.2 All entrances and exits to the condominium building must be kept clear of obstructions. Sidewalks, hallways, passageways, stairways and stairwells must not be obstructed or encumbered nor used for any purpose other than ingress or egress.

24.3 In the event of fire, elevators will not be in operation and exit from residential floors must be made through stairwells.

24.4 The use of skateboards, roller skates, roller blades or drones on condominium property is prohibited.

24.5 A speed limit of five (5) miles per hour applies to all vehicle pathways, including the front driveway and in all parking facilities, on condominium property.

25. Tropical Storm and Hurricane Conditions

25.1 Tropical Storm or Hurricane "Watch" is issued by the National Hurricane Center when tropical storm-force winds are expected within 48 hours.

25.2 A Tropical Storm or Hurricane "Warning" is issued by the National Hurricane Center when tropical storm-force winds are expected within 36 hours.

25.3 All residential Units in the condominium are equipped with storm shutters or impact glass protecting the windows and balcony-access sliding doors from storm effects. The storm shutters and impact glass windows and doors belong to the Unit Owner. Regular maintenance and operation of these protective devices are the responsibility of the Resident. In the event of a tropical storm or hurricane, a Resident must close and secure all windows and doors in accordance with the Association Rules and Regulations. All risk of injury or damage to a Unit or Common Element because of any Unit's protective devices not being closed and secured during a tropical storm or hurricane event, shall be the responsibility of the Owner of the Unit.

25.4 "Hurricane Season" is June 1st through November 30th each year, but Residents are reminded that such a storm could occur in any month. Every Unit is advised to have an "emergency" kit in their Unit consisting of flashlights (no candles or other open-flame devices), spare batteries, a battery-powered radio, water, canned or packaged food and other necessities as recommended by local authorities. Biltmore II has an emergency generator that will provide emergency lighting in the hallways and power for legally required and essential condominium equipment. It will not provide power to Units. Residents shall be prepared to be without electric power for several days.

25.5 Residents are reminded that the Common Elements of the condominium property will also be protected from storm conditions; meaning that during a hurricane all common area windows

and doors, except the Contractor/delivery door, will be shuttered. Normal ingress to and egress from the building during the tropical storm-force wind conditions will not be possible.

25.6 When a “Watch” status is issued affecting the area or our condominium, Residents shall begin preparation of their Units for storm conditions, including removing all furniture, furnishings and other items from the balconies and, for those Residents that are unable to operate their shutters by themselves, making immediate arrangements for assistance from the Maintenance Staff (through the Concierge), family, friends, neighbors or independent contractors in closing and securing the storm shutters for their Units.

25.7 When a “Warning” status is issued affecting the area of our condominium, Residents shall complete preparation of their Units for storm conditions within 12 hours before expected tropical storm-force winds. This means the balconies shall be cleared and the storm shutters closed and secured. Any immediate arrangements for assistance not made during the “Watch” period must be performed to completion during the early part of the “Warning” period.

25.8 If a Resident is planning to vacate his/her Unit for a tropical storm or hurricane event, all preparations to secure the Unit must be completed before the Resident departs.

25.9 Some members of the Maintenance and Concierge staff may be on-site during a storm event to provide assistance, but their first obligation is to protect the condominium property. Private requests shall be handled on a first-come, first-served basis.

25.10 After the storm is over and the “Warning” status is lifted, Residents shall check the condition of their shutters before trying to open them. If there is any damage to a shutter, do not open it until it is checked by a qualified shutter company. Any undamaged shutters may be opened and secured in their open configuration.

25.11 Residents are reminded that during emergency situations that require the use of the generator, it is strictly forbidden to use the outlets in corridors or other common areas for any reason, including and not limited to, charging of cell phones, laptops, any electronic or electric devices, as excessive use of these outlets may cause an overload of the generator. electrical loads.

25.12 Biltmore II is not an authorized community hurricane shelter, however, the Association will allow Guests and Visitors of Residents to remain in the building during hurricane events, provided that:

- a) Visitors shall vacate the building within 24 hours of expected landfall or be registered as Guests.
- b) Each Guest or Visitor must be registered by a Resident.
- c) A Unit may not have more than a total of four Guests or Visitors
- d) No Guest’s or Visitor’s pets or animals are allowed.
- e) Guests or Visitors accompanied by emotional support animals must provide proper documentation of such status and be registered by Management prior to be admitted into the building.
- f) Guests may park in either Visitor or Contractor spaces on the upper deck.

- g) All Guests and Visitors must abide by Association Rules & Regulations – Guest and Visitor behavior is the responsibility of the hosting Resident.

25.13 Please refer to the Addendum to Rules & Regulations for Emergency/Hurricane Conditions for additional information. This Addendum shall carry the same force and effect as the Rules & Regulations and is subject to the same enforcement actions during an Emergency or Storm event.

26. Sale and Lease of Units, Parking Space re-assignments (See Declaration of Condominium)

26.1 Applications for sales and purchases or leases must be obtained from the Management Office. All fully completed documents and requirements for application must be submitted 30 days before approval by the Board is granted.

26.2 A Unit may not be leased without prior approval by the Board and may not be for a term of less than one (1) year. If a lease cancellation or termination occurs before one year from the start of the lease, no new lease shall be approved by the Board until the original one-year lease period has expired, unless the cancellation or termination was the result of a hardship to the Owner (to be approved by the Board of Directors). A sub-lease or assignment of any lease is prohibited.

26.3 A maximum of 20% (46) units in the Building may be leased at one time.

26.4 A person intending to purchase or lease a Unit may not move in or otherwise occupy the Unit prior to approval by the Board of Directors and closing of the purchase/sale or execution of the lease agreement.

26.5 Individual rooms within a Unit may not be sold, leased, sub-leased or otherwise rented.

26.6 Garage space re-assignments must be documented properly by completing a document specifically created for this purpose.

26.7 All special assessments must be settled and completely paid off, no later than the closing date for the sale of a Unit.

26.8 A corporate Unit Owner may allow its officers, directors, designees, or employees to occupy the Unit without it constituting a lease; provided, however, that the corporate-designated occupant of the Unit must be approved by the Board of Directors and that corporate ownership may not be used to circumvent the Rules and Regulations covering the leasing of units in the condominium, including Rule 26.2 prohibiting occupancy terms of less than one (1) year.

27. Move-In/Move-Out

27.1 Moving in or out of the condominium building is permitted between the hours of 9:00 am and 5:00 pm on non-holiday weekdays. The Manager or Concierge Supervisor, under extenuating circumstances, may grant an extension of the 5:00 pm limit at their discretion. Move-in or move-out

activities are not permitted on Saturdays, Sundays, or holidays.

27.2 Reservations for exclusive use of the freight elevator when moving in or out must be made in advance with the Management Office to avoid any conflict with other uses required of this elevator. Exclusive use of the freight elevator shall be subject to a non-refundable fee. Additionally, exclusive use of the freight elevator shall also be subject to a refundable damage deposit. The amount of fees and damage deposits shall be prescribed by the Board of Directors and shall be paid by separate certified or cashier check payable to Biltmore II Association together with the reservation request for exclusive use.. Movers must use only the freight elevator unless otherwise permitted by the Concierge Supervisor.

27.3 After move-in, empty, broken-down or flattened boxes or other large items shall be placed in the hallway next to the door of a Unit and will be picked up by Maintenance Staff, provided a request is made to the Front Desk before 12:00 noon. No such boxes or items shall be left in the hallways overnight.

28. Enforcement of Rules and Regulations

28.1 Any violations of the Rules and Regulations shall be reported to the Management, Maintenance or Concierge Staff in a timely manner and shall be documented in an Incident Report. The Association reserves the right to impose fines for violations of Rules and Regulations

28.2 No fine imposed by the Association for a violation of the Rules and Regulations may exceed \$100 per violation. However, a separate fine or penalty may be levied for each recurrence of the violation or for each day during which the violation continues. No fine, in the aggregate, shall exceed \$1,000. If an offender fails to pay a properly assessed fine, the Board of Directors is empowered under Florida law to order legal action to collect the amount of fine plus any legal costs.

28.3 In addition to violations of these Rules and Regulations, violations of any provision of the Condominium Documents, including the Declaration of Condominium, Articles of Incorporation, and By-Laws, shall subject the Owner or Resident committing the violation, after receiving proper notice, to all legal remedies available to the Association. Under Florida Law, these remedies permit the Association and adversely impacted Residents to eliminate the violation, collect damages and to be compensated by the party at fault for court costs and reasonable attorney's fees.

28.4 Management and Concierge staff are authorized to enforce the Rules and Regulations. A Resident failing to promptly and positively respond to a reasonable request to comply with one or more of the Rules and Regulations, shall be considered as committing an additional violation.

28.5 As per the Declaration of Condominium, Article XIV, Paragraph F "Furthermore, the Association shall have the right to impose a suspension of use rights to common elements in accordance with The Act."

29. Violations

29.1 A Violation Panel composed of non-Board members or their immediate families, will follow established procedure as set forth in the Florida Statutes, Chapter 718 pertaining to Condominiums.

BILTMORE II CONDOMINIUM

**ADDENDUM TO BILTMORE II
RULES & REGULATIONS
FOR
EMERGENCY & STORM CONDITIONS**

Effective: March 1st, 2024

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1. General

This Addendum constitutes a supplement to the Rules & Regulations of the Biltmore II Condominium Association for use and application during the occurrence of Emergency or Storm events. Some normally-in-force Rules may be modified or suspended, and some Rules may be added during such events. If a normally-in-force Rule is not mentioned in this Addendum, it shall remain in-force as written in the Rules & Regulations.

2. Definitions

“Authority Having Jurisdiction” (AHJ) – A State, County or Local agency or official (e.g. Fire Department, Police, environmental regulatory agency, etc.) whose responsibility gives them the authority to oversee, regulate or govern the Association’s response to an Emergency.

“Biltmore II Building” – the structure of the Biltmore II Condominium, including all indoor space.

Biltmore II Property – the real property and all improvements belonging to the Biltmore II Condominium Association within the surrounding boundaries of the sidewalks bordering Biltmore Way, Segovia Avenue, Valencia Street and Cardena Avenue.

Emergency, Biltmore II – a situation affecting the Biltmore II Condominium Property that requires the immediate attention and response of the Management Staff and the Residents, Guests and Visitors, as declared and announced by the Board of Directors, Executive Committee or Property Manager. Such a Biltmore II Emergency may be an incoming tropical storm, hurricane, pandemic, fire, pipe burst, gas leak, water warning, power outage, ballistic damage, terrorism, insurrection or any other situation that threatens the Residents or property of all or a portion of the Biltmore II Property.

A Biltmore II Emergency may require:

- i. the evacuation of all or a part of the Building (e.g. in the event of a fire, pipe burst, gas leak, etc.) for the duration of the Emergency, or

- ii. the prohibition of egress from the Building (e.g. in the event of a tropical storm or outside disturbance) for the duration of the Emergency, or
- iii. adherence to certain mandatory or restricted activities (e.g. in the event of a “boil water” or “pool closed” alert) that does not involve evacuation or no-exit conditions.

Emergency, State or Local – a situation affecting the State, Miami-Dade County, City of Coral Gables or other regional jurisdiction, as declared and announced by the Governor, County Mayor, City Mayor or other relevant authority. Such a condition shall alert the Biltmore II Board of Directors, Executive Committee or Property Manager to react in the interest of Biltmore II to protect life and property on the Biltmore II Property.

Evacuation – the immediate self or assisted removal of all persons from the Biltmore II Building, including all dwelling Units and Common Areas, including hallways, meeting rooms, lobby, gym, offices, patios, pool area, and parking garage. Evacuation assembly areas shall be exterior open (not covered) areas on the upper deck and sidewalks. Only in the event of inclement weather, evacuating persons may assemble in the upper deck covered parking, covered driveway, or south portico areas.

Exit Door – any door designated as an official emergency exit path from the Building.

Hurricane – a named tropical storm with sustained winds in excess of 74 mph (64 knots.), as proclaimed by NOAA.

Pandemic – widespread disease over a whole country or the world

Staff in Attendance – Employees of the Association that have committed to remain in the Building during a hurricane event and serve on-duty shifts.

Tropical Storm – a named tropical storm with sustained winds in excess of 40 mph (35 knots), as proclaimed by NOAA.

3. Emergency (Non-Storm) Rules

A. Fire/Smoke Alarm

In the event that the Biltmore II Fire Alarm System and its recorded message sounds and the fire lights flash, all persons (residents, guests, visitors, contractors and staff) in the building above the basement parking garage must follow the directions of the recorded message and evacuate the Building using the nearest Fire Exit Stairs, either directly (from exterior stairs) or through the lobby (from interior stairs). Upon hearing the Fire Alarm signal and/or seeing the flashing lights, do not use the elevators – use the Fire Exit Stairs.

Persons in the basement parking garage when the Fire Alarm sounds shall evacuate the garage through either the Exit Doors located near the automobile gates or the Exit Doors on the north side of the central core structure near the elevators and up to the lobby floor for egress to the outside.

Any person not evacuating the Building during a Fire Alarm event, stays in the Building at their own risk and may be subject to a violation of the Rules.

Note that Association staff cannot turn off the Fire Alarm signal after it sounds. The Fire Alarm signal can only be turned off and reset by the City of Coral Gables Fire Department after they return the Building to a safe condition.

No persons shall be allowed to re-enter the Building until the Building is cleared for re-entry by the Authority Having Jurisdiction.

- B. Upon declaration or announcement of State or Local Emergency situation status by relevant authorities, Residents, Guests, and Visitors shall be attentive to declarations and announcements of Biltmore II Emergency conditions.
- C. With or without a declaration or announcement of a State or Local Emergency condition, all Residents, Guests or Visitors at the Biltmore II Condominium, while on the Biltmore II Property, shall abide by the Biltmore II Emergency Rules when declared or announced by the Board of Directors, Executive Committee or Property Manager.
- D. If only a portion of the Biltmore II Building is involved (e.g. the West Tower or designated floors), Residents of and Guests or Visitors to the unaffected portions of the Building shall not enter the affected portions of the Building. Only designated staff, first responders or authorized contractors may enter the affected areas.
- E. If an Evacuation is ordered, no one may re-enter the Building until and unless the AHJ (e.g. Fire or Police Department) declares the Emergency over.
- F. Depending on the nature of a particular Emergency, the Board of Directors or Executive Committee may direct or authorize the Property Manager to establish, post and/or announce temporary or interim Rules regarding the current Emergency.
- G. Authorized instructions or announcement of temporary or interim Rules of the Property Manager or designated staff members shall be followed.
- H. Residents are reminded that during emergency situations that require the use of the generator, it is strictly forbidden to use the outlets in corridors or other common areas for any reason, including and not limited to, charging of cell phones, laptops, any electronic or electric devices, as excessive use of these outlets may cause an overload of the generator.

4. Emergency Tropical Storm/Hurricane Rules

Whenever the National Hurricane Center (NHC) first identifies the path (5-day warning cone) of a named storm to include the Biltmore II proximity, Residents of Biltmore II shall begin storm preparation planning actions.

Upon designation of a Hurricane Watch

- a) Monitoring of NHC and weather channels to track progress of the storm is recommended. Residents shall stock up on personal storm supplies (water, batteries, medicines, flashlights, canned food, etc.).
- b) Residents must remove all items from balconies and close shutters, if applicable, when a Hurricane Watch is announced.
- c) Residents shall request assistance from Management Office if needed. Any charges are at the Residents' expense.
- d) The Association will post updates on storm conditions on a bulletin board to be located in the lobby.

During storm conditions

- a) Vehicle engine running in the basement garage is prohibited.
- b) No pets are allowed in any Common Areas, except designated pet relief areas established in the basement garage.

- c) No open flames (candles, propane stoves, etc.) are allowed anywhere in the building -- use flashlights, lanterns or other battery-powered lighting or cooking devices only.
- d) Re-opening of shutters is prohibited until Management announces sufficient reduction of storm conditions.

After the storm

- a) When the intensity of the storm or hurricane has sufficiently subsided, and at the discretion of the Board of Directors, Executive Committee or Property Manager, an announcement and posting shall be made. Residents shall exercise extreme caution when reopening shutters, as debris may have landed on balconies.

5. Parking

- a) Normal unit parking space assignments and Association-space rentals will remain in place and be enforced.
- b) Management reserves the right to allow Staff in Attendance to use unrented spaces in assigned space areas.
- c) No Guest or Visitor parking in assigned-space areas (basement garage or east and west upper deck covered parking) will be allowed.

6. Guests and Visitors

Biltmore II is not an authorized community hurricane shelter, however, the Association will allow Guests and Visitors of Residents to remain in the building during hurricane events, provided that:

- a) Visitors shall vacate the building within 24 hours of expected landfall or be registered as Guests.
- b) Each Guest or Visitor must be registered by a Resident.
- c) A Unit may not have more than a total of four (4) Guests or Visitors
- d) No Guests' or Visitors' pets or animals are allowed.
- e) Guests or Visitors accompanied by emotional support animals must provide proper documentation of such status and be registered by Management prior to be admitted into the building.
- f) Guests may park in either Visitor or Contractor spaces on the upper deck.
- g) All guests and Visitors must abide by Association Rules & Regulations. Guest and Visitor behavior is the responsibility of the hosting Resident.