

**RULES AND REGULATIONS
227 NE 2ND STREET CONDOMINIUM ASSOCIATION**

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements, the Condominium Units, and the Condominium in general shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association, and the By-Laws of the Association. Violations may be remedied by the Association by injunction or other legal means, and the Association shall be entitled to recover in said actions any and all court costs incurred by it, fines together with reasonable attorneys' fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. The use of the Association Property shall at all times be in compliance with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and these Rules and Regulations, as amended from time to time (the "Governing Documents").

THE RULES AND REGULATIONS ARE AS FOLLOWS:

As used in these Rules and Regulations, unless the context requires otherwise, the defined terms shall have the meanings or definitions listed in the Declaration. All other terms used in these Rules and Regulations shall be assumed to have the meanings attributed to said terms by the Act.

1. RULES AND REGULATIONS:

1.1 Violations should be reported to the Board of Directors or to the officers of the Association or to any designees thereof.

1.2 Violations will be called to the attention of the violating Owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.

1.3 Disagreements concerning violations will be presented to and be judged by the Board of Directors or the appropriate committee, if any, who will take appropriate action.

1.4 Unit owners are responsible for compliance by their guests, family members, employees, agents, visitors, licensees and lessees with these Rules and Regulations.

2. **FACILITIES:** The walkways, open spaces, recreational facilities, sidewalks, driveways, and other Common Elements of 227 NE 2nd Street Condominium, A Condominium shall be maintained and administered by the Association along with the Shared Facilities Manager for the use and benefit of the Owners of the Condominium Units in 227 NE 2nd Street Condominium, A Condominium and Guests of Yotel/YotelPad Miami. Reservations of these Facilities by Owners and long-term residents are subject to unanimous Board of Directors' approval.

3. **OBSTRUCTIONS:** Sidewalks, entrances, driveways, passages, patios, courts, elevators, vestibules, stairways, corridors, walkways, and all Common Elements shall be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors in walkways or corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of a Unit, except such as shall have been approved in writing by the Association. Nothing shall be projected out of any window in the Condominium without similar approval by the Association. No radio or television aerial or antenna shall be attached to or hung from the exterior of the Condominium or the roof thereof (except permitted by applicable law), without the consent of the Board of Directors, except that the Developer shall not need the consent of the Board of Directors. Front door locks must not be modified.

4. **CHILDREN:** Children shall not play in the corridors, driveways, loading dock, lounge or stairways or interfere with the operation of the elevators. Reasonable supervision must be exercised when children are playing on the grounds. Children may not be unattended under the age of 16 in common areas. Third party vendors will not be allowed to bring children under the age of 16 into the building.

5. **DESTRUCTION OF PROPERTY:** Neither Unit Owners, their lessees, vendors, contractors, invitees, nor transient guests shall mark, mar, damage, destroy, deface, or engrave any part of the Building or Common Elements. Unit Owners shall be financially responsible for any such damage.

6. **NUISANCES:** No Unit Owner or Occupant shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the Owner's family, employees, pets, agents, tenants, visitors, guests, or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants and otherwise disturb the normal operations of the Association. No unit Owner or Occupants shall play or permit to be played any musical instrument, nor operate or permit to be operated a stereo, television, radio, or sound amplifier on the Association Property including Amenities in such a manner as to disturb or annoy other residents. No Unit Owner or Occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

7. **EXTERIOR APPEARANCE:** The exterior of the Condominium and all other areas appurtenant to the Condominium shall not be painted, decorated, or modified by any Unit Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective material, hurricane or storm shutters, ventilators, fans, or air conditioning devices shall be used in or about the Condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. All shutters, if any, must be uniform in appearance. The Association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the unit owner of a religious object not to exceed three (3) inches wide, six (6) inches high, and one and one half (1.5) inches deep.

8. **CLEANLINESS:** All garbage and refuse from the Condominium shall be deposited with care in trash chutes intended for such purpose at such times and in such manner as the Association shall direct. Trash may not be left in hallways, hanging on doors, or in service elevator and trash chute areas. Owners are responsible for advising all tenants and guests and may be fined should tenants and guests not comply.

9. **BALCONIES AND TERRACES:** No hot tubs or other bathing apparatus may be kept on balconies or terraces (collectively referred to in this Rule as “Balconies”). Plants, pots, receptacles, and other movable objects must not be kept, placed, or maintained on ledges of Balconies or upon any roof areas. No objects shall be hung from Balconies, patios, or windowsills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors, Balconies, walkways or terraces. Unit Owners shall remove all loose objects or movable objects from the Balconies, walkways and terraces during the hurricane season. Unit Owners shall not throw cigars, cigarettes or any other object from Balconies, walkways, or terraces. To the extent prohibited by municipal laws or regulations, no cooking shall be permitted on any Balcony, walkway, terrace or roof area of a Unit or the Condominium. Unit Owners shall not allow anything to be thrown or to fall from windows, doors, Balconies, walkways, or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the Building from the windows, doors, Balconies or terraces of individual Units. No Balconies may be enclosed or screened. Unit Owners are responsible for maintaining the waterproofing and finishings (at Unit Owner’s cost) on their Unit’s Balconies and roof terrace, if any. No open flame or charcoal grilling shall be permitted on any Balcony. No balconies or terraces floors shall be drilled, chipped, nailed, or screwed in any manner. Plants must be limited to three (3) feet in size with a maximum of eight (8) plants per balcony or terrace. All potted plants must be maintained in plant saucers to prevent water dripping to below property. No plants may be affixed to or grow on walls, balcony railings or ceilings. Patio Type Furniture and Plants are permitted on the balconies. Storage such as bicycles, boxes, exercise equipment, etc. are prohibited. String lights will not be permitted on balconies at any time.

10. **RIGHT OF ACCESS TO UNITS:** The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements of or any portion of a Unit to be maintained by the Association pursuant to the Declaration of Condominium or as necessary to prevent damage to the Common Elements or to a Unit or Units. This includes storage cages.

11. **PLUMBING:** Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags, or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.

12. **TRASH CHUTE:** All refuse, waste, bottles, cans, etc. placed in the trash chute, shall be securely wrapped in plastic garbage bags, and sent down the trash chute in a container not exceeding the diameter of the chute. Use of trash chutes shall comply with all posted instructions through the Association must be made for disposal of Heavy items and not thrown down the trash chute. Cardboard and boxes of any size, including pizza boxes, may not be thrown down the trash chutes as they may get stuck on the way down. Cardboard boxes may be left inside containers located in the trash chute area in an orderly manner. All cardboard boxes must be broken down. No other trash may be left by the service elevator or trash chute area including unwanted household items.

13. **EMPLOYEES:** Neither employees of the Association nor employees of any management firm shall be sent off the Condominium Property by any Unit Owner, except in the Unit Owner's capacity as an officer or director of the Association. Except where authorized by the Association or Board of Directors, no Unit Owner or resident shall direct, supervise or in anymanner attempt to assert any control over the employees of the Association and/or any management firm. Employees of the Association shall not be sent out by Unit Owners for personal errands and shall not perform work for Unit Owners in the Units or perform personal services during their working hours, except for work or services authorized by the Board of Directors of the Association, or its agents. In the event that any Association employee does perform such personal services for a Unit Owner (regardless of when they are performed), such performance shall be deemed outside of the scope of their employment by the Association and the Association shall not be responsible in any manner for such employees (including, without limitation, their tortious acts, injuries, and remuneration).

14. **COMMON FACILITIES:** Unit Owners shall cooperate with the Association or any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.

15. **HURRICANE PREPARATIONS:** Unit Owners and lessees who plan to be absentfrom their Unit during the hurricane season must prepare their Unit prior to departure by:

15.1 Removing all furniture and plants from the Unit's patio and/or balcony. Failure to remove items from balconies may result in Association accessing unit and will be assessed a \$100.00 service fee per occurrence in order to best protect the Building.

15.2 Designating a responsible firm or individual to care for their Unit during their absence in the event that the Unit should suffer hurricane damage, and furnish the Association, any management firm or other designate with the name of such firm or individual. The designated firm or individual shall contact the Association, any management firm or other designate for permission to install or to remove hurricane shutters.

16. **GUESTS:** Unit Owners and lessees shall notify the Association or any management firm, in advance by written notice, of the arrival and departure dates of guests who have permission to occupy the Unit in the absence of Unit Owners and lessees. Unit Owners and lessees should have such guests check in at the front desk upon arrival in order that service can be extended to them in the way of telephone calls coming into the management office, incoming mail, deliveries, or any emergency which might arise. Guests may not reside or maintain a key to a unit for longer than six (6) months without going through a resident application process.

17. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS:** Owners will maintain their Units at all times in compliance with all laws, zoning ordinances and regulationsof all governmental authorities having jurisdiction over the Property.

18. **REPAIR WORK:** No repairs will be performed within a Unit by an Owner, contractor, or subcontractor prior to 9:00a.m. and no later than 5:00p.m., unless preauthorized by Association. No work will be performed on weekends or holidays. The foregoing shall not apply to the Developer for so long as the Developer is holding Units for sale in the ordinary course of business. All contractors (or any type of service personnel of a resident) performing service in a unit must provide Association proof of liability insurance with a minimum coverage of \$1,000,000 naming “227 NE 2nd Street Condominium Association, LLC and Marquis Association Management,

227 NE 2ND Acquisition, LLC” as a certificate holder and additional insured. The company must also submit a worker’s comp policy for any employees of the company working onsite. Contractors may unload materials through the receiving area however parking is not permitted onsite. All work must be pre-approved and scheduled through the Association at least 48 business hours in advance. All documentation must be received prior to commencement of work.

19. **WINDOWS:** No Unit shall have aluminum foil placed in any window or glass door or any reflective or tinting substance placed on any glass, except such as may be approved by the Board for energy conservation purposes. No unsightly materials may be placed on any exterior window or glass door or be visible through such window or glass door. Curtains and drapes (or linings thereof) which face exterior windows or glass doors shall be white or off- white and are subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

20. **PASS-KEY:** The Association may retain a pass-key to all Units. No Unit Owner shall alter any lock, nor install a new lock. No lock boxes may be attached to unit doors, door frames and stairways or anywhere else in the property.

21. **SIGNS AND FLAGS:** No sign, advertisement, flag, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the CondominiumProperty, except signs and flags used by the Developer. However, any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful wayportable, removable official flags, not larger than four and one half (41/2) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. A Unit Owner may attach on the mantel or door frame of his or her Unit a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

22. **STORAGE:** The personal property of Unit Owners must be stored in their respective units or in assigned storage spaces, if any. Unit Owners are responsible to see that nothing is placed in the storage areas which would create a fire hazard. Nothing will be done or kept in a Unit which will either increase the Association's cost of insurance or result in the insurance being cancelled. All items must be stored inside the cages fully. No items should be hanging or sticking out of cages and cage doors. No items can be secured on the outside of the cage. Any items stored in this manner will be removed and discarded by the Association and will not be replaced. Trash must be discarded through trash chutes and in designated areas. No trash and/or empty boxes may be left in the storage area. Locks may not be changed. Management office and/or Association is not responsible for any missing items. Please ensure that cages are fully locked prior to leaving the area. Items left inside cage after a unit has been resold will not be retrieved by management. Be sure to remove all items prior to the resale or lease of your unit. Any items left outside the storage unit will be discarded by the association immediately. The Association has the irrevocable right of access to each cage when necessary for the maintenance, repair, or replacement of any Common Elements of or any portion of the area to be maintained by the Association pursuant to the Declaration of Condominium or as necessary to prevent damage to the Common Elements. The Association shall not be liable for any loss or damage to any personal property.

23. **STRUCTURAL MODIFICATIONS:** No Unit Owner will permit any structural modification or alteration to be made within a Unit or to a balcony or terrace without first obtaining the written consent of the Association, which consent may be withheld in the event a majority of the Directors determine, in their sole discretion, that such structural modification or alteration would affect or in any manner endanger the Condominium Property. Any and all requests will be required to have plans submitted to an Association identified engineer at owners’ expense for review and approval. If the modification or alteration desired by the Unit Owner involves the removal of any permanent interior partition, the Association will have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition and so long as the removal thereof would in no manner affect or interfere with the providing of utility services constituting Common Elements.

24. **FIRE DOORS:** Unit Owners shall not use fire doors for ingress and egress except during an emergency.

25. **LIMIT ON OCCUPANTS:** No Unit may be occupied on a permanent basis by more persons than two (2) per bedroom plus two (2). Owner will receive up to two (2) key fobs per unit during the first closing free of charge. ~~One~~ Two additional key fobs may be purchased at the rate of U\$50.00 for a total of four (4) key fobs per unit. All registered owners and long-term residents (6 months or longer) will receive full access to his/her unit and amenities including Pad Lounge and Pet Spa. In case of unit resale, original owner is responsible for transferring any key fobs, HVAC closet keys and mailbox keys to the new owner. Lost key fob replacements will be provided at a cost of U\$50.00 per key fob. Mailbox and HVAC closet keys replacements will be provided at \$25.00 per key if available. Should a new mailbox and/or HVAC closet lock need to be installed, the owner and/or resident will be charged the cost of replacement.

26. **COMPLIANCE:** Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration and By-Laws of the Association, as amended fromtime to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or By-Laws, provided the Owner or occupant is afforded an opportunity for a hearing before a Unit Owners’ committee established by the Board of Directors, and the following procedures are adhered to:

26.1 **Notice:** The Association shall at least fourteen (14) days prior to the hearing, notify the Owner or occupant of the time and place of the next Unit Owners’ committee hearing and a statement of the provisions of the Declaration, By-Laws, or rules that have been allegedly violated.

26.2 **Hearing:** The party against whom the file may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member’s household. A written decision of the committee shall be submitted to the Owner occupant not later than twenty-one (21) days after the meeting.

26.3 **Fines:** The Board of Directors may impose fines against the applicable Unit up to the maximum amount of One Hundred Dollars (\$100.00) (or such greater amount as may be permitted by law from time to time) per occurrence. Notwithstanding the foregoing, if the committee of Unit Owners described above does not agree with the fine, the fine may not be levied.

26.4 Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. No fines shall exceed One Hundred Dollars (\$100.00) per violation or One Thousand Dollars (\$1,000.00) in the aggregate (or such greater amount as may be permitted by law from time to time). In the case of continuing violations, each continuation of the same after a notice thereof is given shall be deemed a separate incident.

26.5 Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

26.6 Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner or occupant.

27. PETS: All pets may only be walked in designated paths and areas for such purposes. Pit Bull, Doberman, Fila Brasileiro, Akita, Dogo Argentino, Presa Canario and Rottweiler dogs are not permitted, and the Association may prohibit other breeds of dogs in the future, in its sole discretion. Unit Owners shall be permitted to keep up to three (3) domesticated dogs and/or cats in a Unit provided that they are not kept, bred, or maintained for any commercial purpose, that they do not become a nuisance or annoyance to neighbors, and that they are first registered with the Association. No livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on or in any portion of The Properties. The Association may restrict the size of the aquarium(s) that may be kept in a Unit. Pets shall never be allowed to run freely upon any of the Condominium Property except within a Unit, and when outside of a Unit shall be leashed and in the company of an individual willing and able to fully control them. No pets may be kept on balconies when the Owner is not in the Unit. Any Owner maintaining a pet upon the Condominium Property, or whose guests, lessees or invitees bring any animal upon the Condominium Property, shall be fully responsible for, and shall bear the expense of, any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of Directors of the Association and collected by the Association. The Association may promulgate rules restricting the areas within the Condominium Property where pets can be walked. Each Owner shall be responsible for the actions of each pet and for cleaning up after it. In the event that any pet kept on the premises constitute a nuisance in the opinion of a majority of the Board of Directors, then the Owner, when so notified in writing, shall be required to immediately remove said pet from the premises. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be carried or kept on a leash no more than six (6) feet in length at all times when outside the Unit. Without limiting the generality of Section 11.c hereof, violation of the provisions of this paragraph shall entitle the Association to all its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice. Pets shall be prohibited from any air-conditioned Common Elements, including but not limited to the fitness center, Pad Lounge, restrooms, except that Unit Owners and residents may bring a pet through the Lobby for ingress and egress into the Building. Pets should not be allowed to urinate on the sidewalks close to the Building in order to avoid permanent unpleasant odors. Pets shall be prohibited from entering the pool deck, pool, and pool area. A registration fee may be implemented by the Board of Directors.

28. PET SPA: The Pet Spa located on the 31st floor is available to all owners and residents and transient guests staying in residential Units and not a part of the Hotel program. Reservations are not required and will be available on a first come first served basis. Please note that there may be more than one pet at the Pet Spa at a time. Owners are responsible for controlling their own pet and ensuring it is not a danger to any other person or pet. The pet must be on a leash at all times. Unruly or misbehaving dogs will be required to wear a muzzle and may be denied access to the Pet Spa. Pet products, such as shampoos and towels are not available at the Pet Spa. Area must be left fully clean after each use. Violation notifications will be sent to units where policies are not being followed and Unit Owners and residents are responsible for the conduct of their transient guests including any resulting fines. After the 2nd incident, the unit will be automatically fined \$100.00 per occurrence thereafter up to the maximum amount permitted by law, up to/including, denied entry to the Pet Spa.

29. PARKING: Parking is not included with the purchase of a condo unit.

30. No motorcycle, scooter, or any other motorized two-wheel vehicles may be parked on site.

31. NO SMOKING: No smoking and/or vaping shall be permitted in the Common Areas including the pool and pool deck.

32. NO GLASS CONTAINERS: No glass containers shall be permitted in the Common Areas including the pool and pool deck.

33. Unit Owners and/or residents wishing to conduct commercial film, television, video, online media, radio, and photography projects on the Association's Common Elements must obtain the prior written approval of the Association and/or Yotel/YotelPad Miami depending on location of the shoot. Additional fees including Security, Insurance and Use fees may apply. Requests to conduct commercial filming, recording and/or photography must be submitted, in writing, to the Management Office at least three (3) working days in advance of the start of the project.

34. Any in unit gathering in excess of ten (10) persons must be notified in writing to the Management Office along with guest list forty-eight (48) hours in advance. Additional security arrangements must be made at the resident's expense.

35. No bicycles, tricycles, hoverboards, skateboards, rollerblades, roller skates, or any type of wheeled vehicles other than baby strollers, luggage and luggage carts provided by the Front Desk are permitted in the lobby and main elevators. Bicycles are to be stored in designated areas and may be required to include a one-time registration fee. Service elevator must be used when transporting equipment to and from the units including bicycles. Only luggage and grocery carts provided by the Association may be used inside main elevators. All other wheeled equipment must be brought up through the service elevator.

36. Moving is permitted Monday through Friday 9AM to 5PM (except holidays) when loading dock is available. Move in/out are not allowed to start after 3:00 p.m. Service elevator will be shared by staff and other third-party vendors and may stop at other floors. The largest truck size permitted in receiving is 26 ft. All moves or deliveries must be scheduled in advance with the Association. No item may be stored or left in the receiving area. All companies performing service to a unit must provide Association proof of commercial

liability insurance with a minimum coverage of \$1,000,000 per occurrence naming “227 NE 2nd Street Condominium Association, LLC 227 NE 2nd Acquisition, LLC, and Marquis Association Management” as a certificate holder and additional insured, and workers comp for any employee of the company working onsite. Association will not accept exemption forms.

37. RESTRICTIONS ON REALTOR, BROKER, AND SALES ACTIVITY: In order to promote the communal nature of the Condominium and avoid unnecessary burdens on the Association’s Members, Association Property and Common Elements, the following Rules shall apply to all sales activity on the Association Property by the Unit Owners, their agents, realtors, brokers and other representatives of the Unit Owner, in connection with the sale of the Unit:

37.1 Open Houses of Units are not permitted at any time.

37.2 Any individual showings of Units must be coordinated with the Association’s Management Office during business hours and the occupants of the Unit to avoid disturbances.

37.3 Realtors and other representatives of the seller or buyer of any Unit shall not be permitted to occupy the Unit while the Unit is being sold.

37.4 Association and its employees shall not be responsible for opening Units for showings.

37.5 Showings are only permitted during business hours.

37.6 Right of First Refusal. Any Unit Owner who receives a bona fide offer to purchase his or her Unit, which he or she intends to accept shall give notice by certified and/or registered mail to the Shared Components Unit Owner, or the Shared Components Unit Owner’s appointee, of the receipt of such Outside Offer as per declaration page 44 item 18.1.

38. DEFAULT IN PAYMENT OF ASSESSMENTS FOR COMMON EXPENSES: Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate per annum permitted by law from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment. Unit owners will receive communication regarding overdue payments after the 10th of each month. A legal notice will be sent out after the 10th of the second late month. Unit owners will be sent to collections after the 10th of the third late month. Additional information may be found under the Declaration item 12. Any Units that are late more than three months will not be authorized for Transient Rental as per Declaration Page 42 Item 17.9 (j). If a Unit Owner is delinquent in paying a monetary obligation due to the Condominium Association, the Condominium Association may have the right to suspend the right of a Unit Owner or a Unit’s occupant, licensee, or invitee to use certain Common Elements and/or deny the Unit Owner’s voting rights, in the manner provided in the Act.

39. The Association may be authorized to receive courier service packages on behalf of the owners through LuxerOne package system only. The weight limit of a package may not exceed 50 pounds and may not be furniture. Packages will be maintained and stored for a limit of 7 days unless the owner provides a request to maintain the package until a particular date not to exceed 30 days from date of delivery. Perishables will be maintained for a 24-hour period in the LuxerOne package area located on the Mezzanine level. Food Delivery from restaurants will not be accepted at the Front Desk on behalf of owners and must be picked up at the Front Desk or delivered directly to the unit. No Food Delivery may be left outside the door and/or in corridors. Any items found outside Units will be discarded immediately. Any large deliveries that require the use of the service elevator must be signed and received by the unit owner or representative and scheduled through the management office. The Association Management office will not be able to accept and/or sign for any deliveries. Should a representative not be present at the time of delivery, delivery will be refused, and delivery will have to be rescheduled with the vendor and management office. Any unscheduled deliveries will be subject to service elevator availability and may be refused if the service elevator is not available at the time of delivery.

40. Commercial Liability insurance is required by each owner doing Transient Rentals to cover injuries to their guests, invitees and/or contractors or damage to their personal property in the amount of U\$1,000,000 per occurrence as per Condo Docs.

40.1 TRANSIENT RENTAL PROCEDURES: In addition to any other rules and/or regulations established from time to time by the Facilities Element Owner, any and all Transient Rentals of a Unit must comply with the following rules as stated in the Condo Docs. Should the owner and/or Property Management company fail to consistently comply with the transient rental procedures, Property Management company and/or owner may be removed from Transient Rental Program. Any units found to be doing short term rentals without providing all required documentation may be fined One Hundred Dollars (\$100.00) per violation or One Thousand Dollars (\$1,000.00) in the aggregate (or such greater amount as may be permitted by law from time to time). In the case of continuing violations, each continuation of the same after a notice thereof is given shall be deemed a separate incident.

40.2 Prior to the commencement of any Transient Rental, the Unit Owner allowing the Transient Rental (the “Renting Owner”) shall provide to the Facilities Element Owner, the name and phone number of an individual that will be the designated contact for the renter (the “Guest”) for any issues regarding his/her stay and written confirmation from the designated individual that they will be available 24 hours a day, seven days a week during the entire period of the Transient Rental.

40.3 The Renting Owner shall have an individual (whose name and phone number are first provided to the Facilities Element Owner) personally greet the Guest at the time of check-in.

40.4 The Renting Owner must have on file with the Facilities Element Owner, prior to commencement of the Transient Rental, the name and contact information, for a housekeeping person, and engineer/service company that is bonded, background checked, insured and available on 24 hours a day, seven day a week basis to response to a Guest’s requests (within 2 hours) either for Unit service or housekeeping. All such persons and/or companies shall provide to the Facilities Element Owner, prior to the Transient Rental, written confirmation of their retention by the Renting Owner and willingness and ability to comply with these requirements and provide appropriate bonds and insurance certificates. All such background checks, bonding and insurance requirements shall be established from time to time by the Facilities Element Owner.

40.5 Each Guest, if they did not rent directly from Hotel, must sign a letter at check-in: (i) acknowledging and agreeing that they did not rent through the Hotel, (ii) acknowledging and agreeing that the Hotel has no ability to provide service to the room, (iii)

acknowledging and agreeing that the Hotel cannot confirm that the furnishings, lines, or condition of the Unit are to Hotel standards (iv) disclosing to the Guest the contact numbers for the parties discussed in items (1) through (3) above (e.g., designated contact, greeter, housekeeping contact, maintenance service contact, etc.) ; and (v) disclosing that the Hotel has no discretion to authorize an extension of a stay and/or a credit or refund of any sums paid by the Guest.

40.6 Prior to the commencement of any Transient Rental, the Renting Owner shall provide to the Facilities Element Owner evidence of commercial liability insurance (in amounts and meeting the requirements established from time to time by the Facilities Element Owner).

40.7 Prior to the commencement of any Transient Rental, the Renting Owner shall provide to the Facilities Element Owner, the name, address, cellphone and email information for the Guest, including check-in and check-out dates.

40.8 No Transient Rental may be procured (or will be allowed if procured) through means including a violation of any intellectual property rights of the Hotel.

40.9 Renting Owner must provide evidence to the Facilities Element Owner that Renting Owner has secured and maintains any and all licenses required for the operation of Transient Rentals and that all requirements for operation of the unit as public lodging have been met.

40.10 Renting Owner must provide evidence to the Facilities Element Owner that Renting Owner has timely paid to all City, County, State and Federal taxes (other than income taxes) relating to the Transient Rental of the Unit.

40.11 No Transient Rental shall be permitted if any of the foregoing are not timely complied with or if any Assessments and/or payment of shared Costs are delinquent.

40.12 Keys/fobs will not be accepted by Staff in order to be provided to Guest. Staff will not be able to give access to Units in any event. Emergency contact person must come to the building within two hours of receiving notice of guest lock out or emergency. No exceptions will be made, and guests must wait for an authorized representative to arrive at the property in order to receive access to the unit.

40.13 Association staff will only open doors to previously registered owners, long-term tenants, and emergency contact personnel. The person being assisted must provide a photo id matching the name in the system prior to door being opened by security or to provide the id to the security officer from inside the unit.

41. LOCKOUT ASSISTANCE FOR TRANSIENT GUESTS:

- 41.1 During check in time: If the digital key fails, the Front Desk Agent will verify the digital key details against the reservation information previously received and request a photo ID to confirm identity. If all three items match, the Front Desk Agent will then seek assistance from security personnel to unlock the door.
- 41.2 Any guests arriving without a digital key will not be assisted.
- 41.3 For all other lockout scenarios, the Front Desk Agent will contact the designated emergency contact person for assistance. He or she may be required to come to the property for further assistance.

42. BUILDING DAMAGES: Any damage to the Shared components Unit or any other portion of the Condominium Property caused by negligence must be promptly repaired by the negligent party within 30 days of notice. The Association has the right to charge for the full amount of repairs. Failure to pay for the repair or replacement of property within 30 days of notice will result in removal of rights of doing business on property permanently including cleaning, property management services and transient rentals.

43. POOL RULES:

43.1 No lifeguards on duty at the pool. Swim at your own risk.

43.2 To gain access to the pool area, residents, Tenants, Permitted Users and Guests may be required to use an access device at a card/access reader.

43.3 As there is a limited number of chairs, the Facilities Element Owner may limit their use by a family or party to a maximum number at any one time. All such items may not be removed from the pool areas. Soiled towels originating from the pool must be returned to the attendant and cannot be taken from the pool area. The Facilities Element Owner may impose a fine in the event any Unit Owner fails to return towels originating from the pool to reimburse the Facilities Element Owner for the towels.

43.4 Staff reserves the right to request verification of the identity and Unit affiliation of all persons using the pool facilities.

43.5 Children twelve (12) years and younger must be accompanied and supervised by an adult, age twenty-one (21) or older, in all pool areas at all times. The adult, age twenty-one (21) or older, may not have more than four (4) children under twelve (12) years of age under his or her supervision at any one time, unless they are his/her own children. A parent or guardian must accompany children who do not swim at all times.

43.6 Children must be four (4) years of age and bathroom independent to use the swimming pool. Children wearing diapers are not permitted in the pool.

43.7 Food and drinks must be consumed in designated areas provided through the pool deck and be kept 12 ft away from pool and spa areas.

43.8 No Glass, Bottles, or sharp objects are allowed on Pool Deck.

43.9 Towels must be used to cover lounge chairs.

43.10 All squirting devices are prohibited.

43.11 Pets of any kind are not permitted at the pool deck.

43.12 Pool Hours: Sunrise to Sunset, daily. Swimming is only allowed during designated hours. Swimming after sunset is prohibited.

43.13 Shower before entering pool.

43.14 No Diving allowed in pool.

43.15 No smoking or vaping permitted in the pool or pool deck.

43.16 Do not swallow pool water.

43.17 Maximum pool water temperature 87 degrees Fahrenheit.

43.18 Maximum pool capacity is 13 people at one time.

43.19 Pool is for the exclusive use of residents and their guests and are limited to the guests registered in the unit and to the maximum occupancy permitted by the unit.

43.20 No coolers are permitted on the pool deck. No outside food can be delivered or brought onto the pool deck, Food and alcohol are available for purchase through the Restaurant located on the Pool Deck area.

43.21 Any guests demonstrating behavior indicative of being under the influence of alcohol or drugs will be asked to leave the pool for their safety and safety of their guests.

43.22 Please make proper use of the trash bins provided on the pool deck.

43.23 Towels for the pool are provided on a complimentary basis from 9:00 a.m. to 5:00 p.m. daily.

43.24 The pool beds and lounge chairs are not to be used for changing diapers.

43.25 Use of the swimming pool is for quiet swimming and sunbathing. Please keep conversations at a low level as noise travels and is amplified in the pool areas. Personal radios, television and any other sound systems may not be used at the pool without the use of headphones.

43.26 The use of cellular phones or similar devices in the pool areas is discouraged. If a cellular phone or similar device is used in the pool areas, the cellular phone or device should be set on vibrate or silent mode, so as not to make an audible sound. Conversations on cellular phones should be limited and the users should speak in a manner so as not to disturb others.

43.27 All swimmers must wear bona fide swimming attire. Proper non-swim attire is required at all times in the Building. Proper non-swim attire is required at all times in the Building. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area. Improperly dressed swimmers will be asked to change before using the facilities.

43.28 Bicycles, Skateboards, Roller skates, and Rollerblades are prohibited at the pool deck.

43.29 Association staff as the full authority to enforce these rules and regulations.

44. SPA RULES:

44.1 Food and drinks must be consumed in designated areas provided throughout the pooldeck and be kept 12 ft away from pool and spa areas.

44.2 No Glass allowed on Pool Deck.

44.3 Children under 16 need supervision.

44.4 Spa Hours: Sunrise to Sunset.

44.5 Shower before entering the spa.

44.6 Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use the spa pools without consulting a doctor first.

44.7 Maximum use 15 minutes.

44.8 Maximum pool water temperature 104 degrees Fahrenheit.

44.9 Maximum capacity is 6 people at a time.

44.10 Alarm indicates spa pumps off.

44.11 Do not swallow spa water.

44.12 No smoking.

44.13 Association staff as the full authority to enforce these rules and regulations.

45. FITNESS CENTER RULES:

45.1 Hours of Operation (Subject to Change): 24 hours / 7 days a week (PD Level)

45.2 No one under the age of 16 may use the fitness center. Children between the ages of 16 and 18 must be accompanied by an adult guardian.

45.3 Athletic shoes are required. No open-toed shoes, flip-flops, sandals, or bare feet in the Fitness Center.

45.4 Appropriate work out clothing is required in the Fitness Center. Bathing Suits are not permitted.

45.5 Please rack your weights when finished.

45.6 Equipment must not be removed from the Fitness Center.

45.7 Please wipe down equipment after use.

45.8 Alcoholic beverages and smoking are not allowed in the Fitness Center. Those under the influence of drugs and/or alcohol will be asked to leave the facility.

45.9 Glass containers are not allowed in Fitness Center.

45.10 Pets are not allowed in Fitness Center.

45.11 No professional recording devices and tripods allowed in the Fitness Center.

45.12 No loud music devices allowed. Must use headphones to listen to own music.

45.13 Association staff have full authority to enforce these rules and regulations.

46. PAD LOUNGE: The use of the Pad Lounge is strictly for the benefit of Owners and long-term Tenants when not reserved exclusively for private events and are limited to the maximum occupancy permitted by the unit. Pad Lounge is open from 8:00a.m. until 11:00p.m Monday-Sunday. No pets allowed. No live music is permitted without prior written permission from the Association. Reservation of the Pad Lounge for private events must be arranged with the Management office at least 21 days prior to event date. The Pad Lounge may be reserved for private events by owners, long term residents, transient guests of owners and by outside parties including the Yotel Miami hotel based upon availability and subject to specific rules and fee requirements for private event reservations. Fees may apply. No private events will be allowed during the Holidays. Only one (1) event will be permitted at the same time and will be approved on a first come first served basis. Please see Management Office for full reservation details and requirements.

The foregoing Rules and Regulations are designed to make living for all Unit Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules are to be reported to the Association who will call the matter to the attention of the violating Unit Owner, lessee, or guest for corrective action. Any disagreement over the violation will be reported to the Association for subsequent judgment by the Board of Directors. Full details of rules and regulations can be found in the Declaration of Condominium of 227 NE 2nd Street Condominium, A Condominium, and the By-Laws of the Association.