



Welcome to **THE LOFT DOWNTOWN CONDOMINIUM ASSOCIATION, INC.**

As a member of THE LOFT DOWNTOWN CONDOMINIUM family, we would like to welcome you to your new home. You will be living in a treasured community, surrounded by boutiques, eateries, shopping, and waterways. Designed to provide you with ease of urban living, THE LOFT DOWNTOWN is located in the heart of Downtown Miami with convenient access to everything that South Florida has to offer.

As a Resident, you are a member of THE LOFT DOWNTOWN CONDOMINIUM ASSOCIATION, INC. KW Property Management & Consulting, LLC., under the direction of the Association's Board of Directors, manages your Condominium. In your Condominium documents you will find the descriptions of The Board's tenure and the responsibilities of each Association.

We are enclosing the Condominium's Rules and Regulations for your review. This manual has been designed to acquaint you with all aspects of Condominium living. It can be of major assistance in helping you settle into your new home at THE LOFT DOWNTOWN CONDOMINIUM, and offers helpful tips for making the move as trouble-free as possible. The enclosed manual will also briefly summarize some of the information contained in the Condominium documents. As the Condominium documents are the actual governing documents at THE LOFT DOWNTOWN CONDOMINIUM, we strongly suggest that you review them carefully for a full understanding of the Condominium provisions.

We are very pleased that you have chosen THE LOFT DOWNTOWN CONDOMINIUM as your new home. If you have any questions, please contact your Property Manager. We are all here to serve you, even before you move in.

Congratulations! It is our pleasure to welcome you.





THE LOFT DOWNTOWN CONDOMINIUM ASSOCIATION, INC.

II. RULES AND REGULATIONS

Initial Rules and Regulations

Under the Condominium documents, The Board of Directors of THE LOFT DOWNTOWN CONDOMINIUM ASSOCIATION, INC. has the responsibility and authority for the operation of The Association, management of the Condominium Property and for the establishment and enforcement of Rules and Regulations.

These Initial Rules and Regulations may be modified, added to or repealed at any time by The Board. Any consent or approval given by The Association under these Rules and Regulations shall be revocable at any time, except for its approval of re-sales or leases. These Rules and Regulations and all other hereinafter promulgated 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 to it that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. Said Initial Rules and Regulations are as follows:

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the “Common Elements” shall not be obstructed nor used for any purpose other than for the ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects be stored therein, except in areas (if any) designated for such purposes. The foregoing shall not, however, be applicable to the Commercial Unit, except as otherwise expressly provided in the Declaration. As set forth in the Declaration, the Owners of the Commercial Unit shall be permitted to make use of the sidewalks, entrances, passages, and other portions of the “Common Elements” adjacent to their Units to further the commercial uses from their Commercial Unit.
2. The personal property of the Residential Unit Owners and occupants must be stored in their respective Residential Units.
3. No articles, other than patio-type furniture, shall be placed on the balconies, patios, terraces or lanais or other common elements or limited common elements of Residential Units. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces, lanais, railings or other portions of the Condominium or Association Property. The foregoing shall not be applicable to the Commercial Unit or the Commercial Unit Owner.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance on to any of the balconies, patios, terraces, and/or lanais or elsewhere in the building or upon the common elements. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the Condominium Property, including, without limitation, placing all trash and/or garbage in the proper receptacle.
5. No garbage, refuse, trash, or rubbish shall be deposited except as permitted by The Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage, recycling, or disposal of such material shall be kept in a clean and sanitary condition.
6. No Residential Unit Owner or occupant shall make or permit any disturbing noises, nor allow any disturbing noises, nor allow any disturbing noises to be made by the owner’s family, employees, pets, agents, tenants, visitors or licensees, not permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Residential Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplified in his Unit in such





a manner as to disturb or annoy other residents. No Residential Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. The foregoing shall not be applicable to the Commercial Unit, nor preclude any lawful uses from the Commercial Unit.

7. Employees of The Association are not be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of The Association.
8. No repair of vehicles shall be made on the Condominium Property.
9. No sign, advertising, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by The Developer (for as long as the Developer owns any portion of the Condominium Property, and thereafter by The Board) or signs utilized by the Commercial Unit. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building or on the Common Elements, without the prior written consent of The Board of Directors of the Association. The foregoing shall not, however, be applicable to the Commercial Unit. As set forth in the Declaration, the Owners of the Commercial Unit shall be permitted to install signage both on their Units and the Common Elements adjacent to their Units.
10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Residential Unit or on the Common Elements, other than as is reasonable and customary in vehicles and/or in cleaning supplies.
11. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage; and furnish The Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of The Association.
12. A Residential Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings or windows of the building. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by The Board, in which case they shall be removed and replaced with acceptable items.
13. Installation of satellite dishes by Residential Unit Owners shall be restricted in accordance with the following: (I) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements; (II) the dish may be no greater than one meter in diameter, and (III) to the extent that the same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements. The foregoing restriction shall not be applicable to the Commercial Unit Owners.
14. No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved in advance, by The Board of Directors, in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
15. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other Rules and Regulations of The Association. Loud noises by children will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.





16. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:

- (a) Dogs and cats shall not be permitted outside of their Owner's Units unless attended by an adult and be on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by The Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property. Pets shall only be in the hallways of the buildings as a means of direct ingress or egress to and from its Owner's Unit and the service elevator.
- (b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
- (c) Unit Owners shall pickup all solid wastes from their pets and dispose of same appropriately. The foregoing shall not, however, limit the rights of Commercial Unit Owner to invite pets to the Commercial Unit to the extent permitted by the Declaration.

17. Every applicable 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, By-Laws and Articles of Incorporation of The Association, as amended from time to time. Failure of an Owner or occupant to 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, or such Owner's family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- (a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity to a hearing after a reasonable notice of not less than fourteen (14) days and said notice shall include: (I) a statement of the date, time and place of the hearing; (II) a statement of the provisions of the Declaration, Association By-Laws, or Association Rules which have allegedly been violated; and (III) a short and plain statement of the matters asserted by The Association.
- (b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party again, whom the fine 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 committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
- (c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- (d) Violations: Each separate incident, which is grounds for a fine, shall be the basis of one separate fine. In the case of continuing violations, each continuation of same, after a notice there of is given, shall be deemed a separate incident.
- (e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (f) Application of Fines: All monies received from fines shall be allocated as directed by The Board of Directors.
- (g) 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
- (h) 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.





18. These Rules and Regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these Rules and Regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these Rules and Regulations shall only be applicable to the Commercial Unit to the extent expressly provided. Further, anything to the contrary notwithstanding, these Rules and Regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer, except:

- (a) Requirements that leases or lessees be approved by The Association (if applicable); and
- (b) Restrictions on the presence of pets; and
- (c) Restrictions on occupancy of Units based upon age (if any); and

All of these Rules and Regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owner(s) from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of The Board.





Vendors Rules and Regulations

Construction Guidelines (In addition, please see Designer and Contractor Regulations)

1. Vendors and Cleaning Services: Are not permitted to work on weekends or holidays. Work is permitted Monday through Friday between the hours of 8:30 am and 4:00 pm. Please notify your vendor of this rule in advance.
2. License and Insurance: License and Insurance information must be provided to the Management before the subcontractors will be given permission to commence work.
3. Notification of Construction Crews to be on Site: The contractor, sub-contractors or Owner of the Unit must submit a specification plan and authorization form to the Property Manager at least three days in advance. This will allow staff to protect elevators, Common Areas, and to review the plans to ensure compliance.
4. Sub-Contractors' Parking: Loading and unloading of construction materials, furniture, etc., must be done from designated area. No tractor-trailer moving trucks are permitted by the loading dock. Vendors are required to park vehicles in designated parking area. Vendors must register at the Management Office on Lobby floor. Vendors are to use padded elevators only.
5. Specifications: A copy of specifications outlining the exact procedure, color and material to use in order to remain uniform throughout the Property may be obtained at the Management Office and must be followed. (Written approval must be obtained from the Board of Directors for the following trades: 1. Hurricane Shutters. 2. Satellite Dish. 3. Floor Tile -- for correct underlayment.
6. Trash Removal: Trash generated from sub-contractors may not be disposed of on the Property and must be promptly removed from the Property by the contractor.
7. Responsibility for Damage to Building: Grout or thin-set may not be disposed of in the Unit plumbing. Workers will be expected to remove their own material. Sub-contractors are not to leave or perform any work in the Common Areas. Trades using materials such as paint, tile, woodwork, etc., must neatly lay heavy paper or plastic from the elevator door to the Unit in order to prevent any damage to carpet. All Common Areas will be inspected at the end of each day. The cost of any repairs to the Common Area or to the other Units will be assessed to the Unit Owner.
8. Material Delivery: Only materials that can be delivered to the Unit using the service elevator or the stairs will be permitted. NO MATERIALS MAY BE HOISTED OR LIFTED TO THE UNIT FROM THE BALCONIES OR EXTERIOR OF THE BUILDING.
9. Movers: Are not permitted to work on Fridays, weekends, or holidays. Moving companies are only permitted Monday through Thursday between the hours of 8:30 am – 4:00 pm - business license and insurance certificates are required to be approved.

ANY VENDOR FOUND TO BE IN VIOLATION OF THESE GUIDELINES WILL NOT BE PERMITTED TO RETURN TO THE PROPERTY UNTIL THE VIOLATION HAS BEEN CORRECTED AND PAYMENT HAS BEEN MADE FOR DAMAGES.





POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

1. Pool hours are Dawn to Dusk.
2. No radios, tape decks or CD's are allowed without earphones.
3. No diapers in the pool. Children not toilet trained must wear approved waterproof pants over diapers. Disposable diapers are not allowed. Swim diapers only.
4. No floating devices in pool. No rafts, beach balls, surfboards, or similar beach equipment are permitted in pool or pool area.
5. No reserved seating areas.
6. Children under twelve (12) may not swim or use the pool areas unless accompanied and supervised by an adult.
7. Cover-ups and footwear are required in all Common Areas. A towel does not constitute a cover-up.
8. Suntan lotion must be removed before entering the pool -- use the shower provided at corner of the pool.
9. Cover lounge chairs with a towel if using suntan lotion.
10. Lounges or chairs are not to be removed from the pool deck. Do not drag chairs across pool deck.
11. Running, horseplay, climbing, ball or Frisbee playing or other noisy activities are not permitted in or near pool area. Parents are responsible for the behavior of their children.
12. Glassware is not permitted in or near the pool area, only non-breakable plastic containers (State Law).
13. Pets are not permitted in pool area, even if carried.
14. Shower before entering the pool.





RENTERS/RENTAL RULES

1. The Association must receive notice of the leasing of a Residential Unit not less than fourteen (14) days prior to the commencement of the lease term, together with a copy of the applicable lease and fees.
2. Upon arrival, all occupants (owners, guests and renters) must register within twenty-four (24) hours.
3. Renters have full use of the facilities. Owners will be held responsible for the actions of their guests or renters. Any damages to the Property will be the responsibility of the Owner.
4. Renters and guests are subject to all House Rules adopted by the Board of Directors. It is the responsibility of the Owner to see that a copy of the House Rules is given to each renter/guest. Any violations of these rules can be cause to request immediate vacating of the Unit.
5. Subletting by renters is not permitted.

FITNESS CENTER RULES

1. Athletic shoes, shirts and proper attire are expected in the fitness room at all times. NO sandals or flip-flops.
2. No food, alcohol, glass containers, smoking, or horseplay is permitted in this facility. NO pets are allowed.
3. Equipment is to be wiped down after each use.
4. Any damage to equipment must be reported to Management or the Front Desk immediately.
5. All misuse of equipment is strictly prohibited (*dropping weights, abuse of equipment or the facility, etc.*)
6. The Association is not responsible for loss, theft, or damage to personal items.
7. Children under the age of 18 are not allowed to use the fitness room and equipment.
8. Dispose of trash items in the appropriate waste containers.
9. Follow equipment directions carefully.
10. Only use equipment if you are in proper health condition. It is advised to consult a medical physician or medical advisor before starting any exercise regimen. Use equipment at YOUR OWN RISK!
11. The Association and Management Company assume no responsibility for any injury or accidents that may occur.
12. Management reserves the right to remove individuals not adhering to the gym rules.

