SIAN

OCEAN RESIDENCES

4001 South Ocean Drive
Hollywood, Florida 33019

LEASE APPLICATION

Enclosed are the below listed forms required for occupancy approval:

- **Application**
- **Acknowledgment of receipt of Rules & Regulations**
- **Hollywood Fire / Rescue Department Notice**
- **Acknowledgment of receipt of Hollywood Fire / Rescue Department Notice**
- **Sian Facts**
- **Acknowledgement of receipt of Sian Facts**
- **Addendum to Lease Agreement (must be notarized by the owner and tenant)**

Please submit the following to the Management Office, along with the above-mentioned documents:

- **A non-refundable Application Fee in the amount of $100.00 (Check / Money Order ONLY)**
- **Copy of the sale or lease agreement**

Please return ALL FORMS and FEE's to:

Sian Ocean Residences Condo Assoc.
4001 South Ocean Drive
Hollywood, FL, 33019
Attn: Management Office

Upon receipt of the information requested, please allow fourteen (14) days for processing. Please note, approval certificates may not be obtained until the processing is complete and an interview has been conducted.

Please see that all forms are complete to ensure prompt processing.

OCCUPANCY PRIOR TO APPROVAL IS PROHIBITED

Thank you for your interest in residing in Sian Ocean Residences.
If you have any questions or concerns, please contact the Management Office at (954) 457-6043.

Thank You!!!

AUTHORIZATION FOR RELEASE OF INFORMATION

I, the legal undersigned, state that that this is my voluntary AFFIDAVIT AND REQUEST FOR RELEASE of information, authorize *Verify Screening Solutions Inc.* and its respective agent(s), and *Sian Ocean Residences* to solicit information about my background including, but not limited to information regarding any criminal history and income, licenses, consumer credit history, driving record, the public records history. I also authorize the procurement of an investigative consumer report. I understand such an investigative consumer report may contain information about my background, mode of living, character, and personal reputation; and I am entitled to be advised of the nature and scope of the investigation requested within a reasonable time after I ask for the information in writing.

I, hereby authorize, without. reservation, any law enforcement agency, institution, information service bureau, school, employer, rental payment history, occupancy history, reference of insurance company contacted by Verify Screening Solution Inc. or its agent(s), to release any information on record. Furthermore, I release *Verify Screening Solutions Inc.* and *Sian Ocean Residences,* its respective employees, and agents of said cities, municipalities, and the division of Police, thereof, and all persons, agencies and entities providing information or reports about me from any and all liabilities arising out of the release of any such information.

Last Name:	First Name:	Middle Name:

Other names used in the last 10 years:	
Date of Birth:	Social Security Number:

Current Address:	City:	State:	Zip:

Applicants represent that all the above statements are true and correct and hereby authorize Verify Screening Solutions Inc. and Sian Ocean Residences to obtain credit, criminal and eviction background report. ·

The furnished report is intended to be used as supplemental data for the purpose of screening rental application. **Property Management/Landlord/Condominium Association retains the right to reject an applicant based on background, credit or criminal history.**

Date **Applicant's Signature**

SIAN
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Emergency Contact and Resident Update Form

Unit # 7F

Resident Name: _____

Additional Occupant Names: _____

Preferred Mailing Address: _____

City, State, and Zip Code: _____

Home #: (____) _____ Work #: (____) _____

Cell Phone #: (____) _____ E-Mail Address: _____

Vehicle Information:

Make: _____

Model: _____

Year: _____

Color: _____

Plate: _____

Emergency Contact

Name: _____ Relationship: _____

Mailing Address: _____

City, State, and Zip Code: _____

Home #: (____) _____ Work # : (____) _____

Cell Phone #: (____) _____ E-Mail Address: _____

SIAN
OCEAN RESIDENCES

CONDOMINIUM/HOMEOWNERS RULES AND REGULATIONS ACKNOWLEDGEMENT FORM

I (WE) THE UNDERSIGNED DO HERBY ACKNOWLEDGE RECIEPT OF THE SIAN OCEAN RESIDENCES CONDOMINIUM ASSOCIATION RULES AND REGULATIONS. I (we) have read and understood and hereby agree to abide by said Rules and Regulations.

Tenant #1 / Owner #1 Print Name	**Signature**
Tenant #2 / Owner #2 Print Name	**Signature**
Witness #1 Print Name	**Signature**
Witness #2 Print Name	**Signature**

HOLLYWOOD FIRE/RESCUE DEPARTMENT

Division of Fire Prevention and Life Safety

City of Hollywood, Florida

ISO CLASS ONE DEPARTMENT

According to Florida state statute 806.10:

(1) Any person who willfully and maliciously injures, destroys, removes, or in any manner interferes with the use of, any vehicles, tools, equipment, water supplies, hydrants, towers, buildings, communication facilities, or other instruments or facilities used in the detection, reporting, suppression, or extinguishment of fire shall be guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

This includes altering or removing any fire alarm horn(s) or smoke detector(s) inside individual units.

Robert M. Aspinall, Division Chief
Fire Marshal

2741 Stirling Road • Hollywood, Florida • 33312-6505
Phone: 954-967-4404 • Fax 954-967-4585 • www.hollywoodfl.org
"An Equal Opportunity and Service Provider Agency"

SIAN
OCEAN RESIDENCES

HOLLYWOOD FIRE/RESCUE DEPARTMENT
FIRE PREVENTION AND LIFE SAFETY NOTICE
ACKNOWLEDGEMENT FORM

I (WE) THE UNDERSIGNED DO HERBY ACKNOWLEDGE RECIEPT OF THE HOLLYWOOD FIRE/RESCUE DEPARTMENT FIRE PREVENTION AND SAFETY NOTICE. I (we) have read and understood and hereby agree to abide by said Notice.

I (we) also acknowledge that, in the event that I (we) do not abide by the Hollywood Fire/Rescue Department Fire Prevention and Life Safety Notice, I (we) are also subject to any fines and costs due to the Association in order to correct and damage or destruction caused to the safety mechanisms.

Tenant #1 / Owner #1 Print Name	**Signature**
Tenant #2 / Owner #2 Print Name	**Signature**
Witness #1 Print Name	**Signature**
Witness #2 Print Name	**Signature**

SIAN
OCEAN RESIDENCES

SIAN FACTS

- **A signed & dated lease and $250 deposit for elevator reservation is required prior to move-in, move-out and / or delivery.**
- **All deliveries must be booked at least one (1) week in advance with the Management Office.**
- **The Management Office requires a copy of the key to the unit (Emergency Key).**
- **Please read the copy of the Sian Ocean Residencies Rules and Regulations.**
- **Renters Insurance is strongly advised to cover any possible damage to personal effects or personal property.**
- **Supplemental Storm Insurance is advised to protect against hurricanes or other life events that can cause damage.**
- **Please have all your guests and/or visitors register with the concierge. All visitors to your unit must be announced at the front desk before they are permitted to proceed.**
- **Dogs and cats must be registered. Proper documentation at the Management Office is required. Pet weight limit is 451bs - maximum of two (2) pets per unit.**
- **It is required to register all vehicles with valet. Only one (1) specific registered vehicle (belonging to an owner or: authorized tenant) "primary vehicle" is eligible for a permanent parking decal (no charge) All other vehicles must pay for parking and always have the dated ticket on display.**
- **Valet Service is available 24 hours a day / 7 days a week.**
- **All unit owners are responsible for all repairs to the interior of their units. Tenants must notify their unit owners for necessary repairs.**
- **In the event that an owner/ tenant locks themselves out of their home or loses or misplaces their home key, they are responsible for hiring a locksmith.**
- **A/C filters should be changed every 4 or 5 months. They are 20' X 20" X 1". It is advised that you place a bromine tablet or use a cap full of bleach in the drip pan of the A/C to avoid clogs.**
- **Thermostats should always be set at a maximum of 78 degrees to avoid mold.**
- **Deliveries- Boxes must be no longer than 2' X 2' X3'.**
- **All Construction work in the unit must be documented, approved, and inspected by the Management Office and Engineering Staff.**
- **Front Desk staff is available 24 hours a day / 7 days week.**

SIAN
OCEAN RESIDENCES

SIAN/FACTS SUMMARY OF BASIC RULES & REGULATIONS ACKNOWLEDGEMENT FORM

I (WE) THE UNDERSIGNED DO HERBY ACKNOWLEDGE RECIEPT OF THE SIAN FACTS/SUMMARY OF THE BASIC RULES & REGULATIONS. I (we) have read and understood and herby agree to abide by Sian Facts/ Summary of Basic Rules and Regulations.

Tenant #1 / Owner #1 Print Name	**Signature**
Tenant #2 / Owner #2 Print Name	**Signature**
Witness #1 Print Name	**Signature**
Witness #2 Print Name	**Signature**

SIAN

OCEAN RESIDENCES

Is any prospective tenant serving as a member of the US Armed Forces on active duty or state active duty?

○ **YES**

○ **NO**

SIAN ELEVATOR RESERVATION FORM

Please, call the management office at 954-457-6043 to schedule a **4-hour block** of Service Elevator time.

Owner/Resident name:_____ Unit#: 7F

Cell phone number: _____ e-mail: _____

Moving/delivery company name: _____

Date & Time (Mon-Fri 9:00 AM – 4:00PM) ◯ 9:00AM-12:00PM or ◯ 1:00PM-4:00PM

The UNIT OWNER/TENANT making the reservation agrees with the following conditions:

- Reservation must be requested by the unit owner or tenant on file registered at the Management Office of Sian Ocean Residences (Association).
- This form must be completed and approved by Management.
- A refundable deposit of $250 is required.
- The moving/delivery truck cannot be more than 17 feet long and 10 feet wide. If the truck is bigger than that, it will be towed at your own expense.
- In order to avoid damage, please use care when moving. Common area carpeting should be covered to avoid damage caused by moving carts.
- Please break down all moving boxes and bring them down to the dumpster. All debris in hallways, elevator, loading dock, and all common areas should be picked up and disposed of properly on the 2nd floor garage dumpster. **DO NOT PUT CARTONS IN TRASH CHUTE.**
- Before your move in/out date you are required to provide the Management Office with a Certificate of Insurance from your Moving Company for General Liability and Property Damage in the amount of $1,000,000.00 and naming Sian Ocean Residences and KW Property Management and Consulting, LLC as additional insured. Please, also Include Workers Compensation.
- The Association and Management company and their employees are not responsible for any uncontrolled elevator outage due to mechanical or other issues making the service elevator unavailable for your scheduled time. The Association and Management company and their employees are not responsible for any losses Incurred. In the event that the service elevator is not available for your move, Management will work with you to reschedule your move.

_____
Unit owner/Tenant Print Name

_____
Unit Owner/Tenant signature

SIAN OCEAN RESIDENCES CONDOMINIUM ASSOCIATION, INC.

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM made this _____ day of _____, is attached to and forms an integral part of the lease to which it is attached, dated _____ (hereinafter referred to as "Lease") between Jorge Eduardo Ortiz Banzer (hereinafter "Unit Owner") and _____ (hereinafter "Lessee") for Unit 7F within **SIAN OCEAN RESIDENCES CONDOMINIUM,** located at 4001 S. Ocean Drive, Hollywood, FL 33019.

IN THE EVEN THAT THIS ADDENDUM CONFLICTS WITH VARIES OR MODIFIES THE TERMS AND PROVISIONS OF THE ORIGINAL LEASE, THIS ADDENDUM WILL BE ENFORCEABLE AND OVERRIDE ANY CONFLICTING PROVISIONS IN THE ORIGINAL LEASE. THIS ADDENDUM HEREBY BINDS THE UNIT OWNER AND TENANT AND IS DEEMED FULLY ENFORCABLE UPON EXECUTION.

WHEREAS, Jorge Eduardo Ortiz Banzer is the record title (OWNER) of Unit # 7F, and as such wishes to lease said Unit to_____, as LESSEE; and

PURSUANT TO THE SIAN OCEAN RESIDENCES DECLARATION OF CONDOMINIUM, as recorded in Official Records Book 41532, Page 1736 of the Public Records of Broward County, Florida, all Unit owners shall obtain the approval of the Board of Directors of SIAN OCEAN RESIDENCES Condominium Association, Inc. prior to the transfer of any interest in a Unit including a lease for such unit.

THE APPROVAL of the herein described LAESE for UNIT 7F at SIAN OCEAN RESIDENCES Condominium is *contingent on the execution of this lease addendum*. Failure to execute this document will result in any Lease for Unit # 7F at SIAN OCEAN RESIDENCES Condominium being deemed **IMMEDIATELY VOID.**

IN CONSIDERATION, for the approval of the Lease for Unit # 7F at SIAN OCEAN RESIDENCES Condominium and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge and agree to the following:

1) Unit Owners hereby agrees that if Unit Owner fails to pay the required monthly assessments, monthly reserves, late fees (if incurred), interest (if incurred), and any attorney's fees and costs which may accrue, the Association will send written notification to Lessee to make all rental payments due to the Association directly. Upon default in the payments of the Assessments, Lessee will be required to pay the Association the amount of such delinquent assessments, including late fees, interest and costs of collections and attorney's fees (if any), and shall be entitled to deduct such sums paid to the Association from future rental payments due to Unit Owner. Lessee shall not be obligated to pay any sums in excess of such payment to the Association. If any excess sums are due to the Association, the Lessee is authorized to continue to deduct such sums from each future rental payment until all delinquent sums have been paid in full.

2) In the event that Lessee fails to comply with the provisions stated herein, and fails to make payments for the delinquent assessments, and all costs and fees incidental to same, the Lessee shall be deemed in default of the Lease and shall be subject to all fines and penalties, including but not limited to: eviction, pursuant to provisions found within Florida Statue Chapter 83, Part II.

3) THE COLLECTION OF RENTAL PAYMENTS FROM THE LESSEE **SHALL NOT** BE DEEMED AN ELECTION OF REMEDIES, AND THE ASSOCIATION MAY STILL PROCEED TO COLLECT DELINQUENT ASSESSMENTS IN ACCORDANCE WITH THE GOVERNING DOCUMENTS AND THE CONDOMINIUM ACT, INCLUDING BUT NOT LIMITED TO: **THE FILING OF A CLAIM OF LEIN, FORCLOSURE AND PERSONAL MONEY ACTIONS.**

4) Lessee agrees to abide by this Addendum, and Applicable laws, ordinances, and regulations. If Lessee fails to comply with <u>any provisions of this Addendum</u>, Unit Owner shall immediately commence an action to evict the Lessee. If Unit Owner fails to immediately commence an eviction action against the Lessee, Unit Owner hereby authorizes the Association as the Unit Owner agent and attorney in fact, to commence such proceeding. In the event that the Association is forced to file an eviction action, due to Unit Owner's lack of action, the Unit Owner shall be liable for all costs and attorney's fees incurred as a result of such eviction action. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings against Lessee or to preclude the Association from pursuing any other available legal remedies under law.

5) Lessee and Unit Owner hereby agree that they shall be held jointly and severally liable for any acts or omissions by the Lessee. Furthermore, Lessee hereby acknowledges that failure to abide by all provisions of this addendum may result in the loss of any funds which may have been provided to the association at the execution of the lease, in the event that an eviction action is pursued.

FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF THIS ADDENDUM WILL RESULT IN LEGAL ACTION AGAINST UNIT OWNER/LESSOR and LESSEE.

UNIT OWNER AND LESSEE HEREBY ACKNOWLEDGE THAT THE APPROVAL OF THE LEASE FOR UNIT 7F **IS <u>CONTINGENT ON THE EXECUTION OF THIS ADDENDUM.</u>**

****FAILURE TO PROPERLY EXECUTE THIS DOCUMENT, IN ACCORDANCE WITH FLORIDA LAW, WILL RESULT IN THE WITHDRAWAL OF ANY PREVIOUS APPROVAL OF THE LEASE, AND SHALL DEEM THE LEASE VOID****

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the date and year stated herein.

By: Jorge Eduardo Ortiz Banzer
UNIT OWNER #1

By: _____
TENANT #1

By: _____
UNIT OWNER #2

By: _____
TENANT #2

By: _____
Acting as _____
On behalf of Sian Ocean Residences Condominium Association, Inc.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____ (Month), _____ (Year)
by: _____, as Tenant for Unit _____ who has ____ produced _____
_____ as identification or ___ is personally known to me and did take an oath.

Notary Seal

_____
Notary Public

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____ (Month), _____ (Year)
by: _____, as Tenant for Unit _____ who has ____ produced _____
_____ as identification or ___ is personally known to me and did take an oath.

Notary Seal

_____
Notary Public

SCHEDULE "A"

TO

BY-LAWS

RULES AND REGULATIONS

FOR

SIAN OCEAN RESIDENCES CONDOMINIUM

1. DEFINITIONS. Unless the context otherwise requires, all initial capitalized terms used but not defined in these Rules and Regulations, shall have the meaning or meanings given to such terms in the Declaration. The following definitions shall, however, be applied to these Rules and Regulations:

   (a) MANAGEMENT COMPANY: The company hired by the Developer or the Board to perform management services for the Association.

   (b) MANAGEMENT OFFICE: The office located in the Common Elements occupied by the Manager.

   (c) MANAGER: The person retained by the Management Company and appointed to occupy the Management Office.

   (d) RESIDENT(s): Person(s) occupying a Unit, whether a Unit Owner, tenant or lessee.

   (e) STAFF, PERSONNEL, OR EMPLOYEES: Any person hired by the Management Company or the Board to perform work for or related to the Condominium.

2. APPLIANCES. Maintenance, repair, or replacement of appliances within a Unit is the responsibility of the Unit Owner. Unit Owners are solely responsible for costs of said maintenance, repairs or replacements. The installation of dishwashers, washers/dryers, whirlpools, etc., requires prior Board approval.

3. APPROPRIATE ATTIRE. Attire appropriate for public wear (including shirts and footwear) is to be worn in all Common Elements except for the pool or beach where bathing suits and bare feet are permitted. When walking to the pool or recreational facilities inside the Building, (including hallways and elevators), cover-ups and footwear must be worn.

4. ASSESSMENTS AND SERVICE BILLING. As a convenience to Unit Owners, the Management Company may provide for direct debit of monthly invoices at no additional charge to Unit Owners or to the Association as a whole. This service allows for electronic payment of all monies due by debiting the Unit Owner's designated account on the 10th of each month. Unit Owners should contact the Management Company for specific details and to arrange direct debit payment. The Management Company is not permitted to accept payments on site. Checks must be payable to Sian Ocean Residences Condominium Association, Inc. and mailed in the envelope enclosed with each payment coupon (unless direct debit is arranged). The Association may charge Unit Owners and Residents whose checks are returned and payment is stopped NSF a $50.00 fee plus prevailing bank service charges. (The amount of fees and charges are subject to changes as may be adopted by the Association).

Unit Owners are responsible for any and all service charges created by their tenants. Service charges, damage charges, fines or other expenses resulting from a tenant's activities will be charged to the Unit Owner's account. It is the owner's responsibility to collect from the tenant. Any and all payments that are posted to a Unit Owner's account will be applied to the payment of prior outstanding charges in the following priority BEFORE being applied to any current charges: (a) collection charges including attorney's fees and court costs, (b) late fees and/or interest, (c) fines, (d) maintenance charges, (e) special assessments, and (f) prior monthly assessments.

5. BULLETIN BOARDS. Owner and/or Resident notices may not be posted anywhere on the Condominium Property except on the bulletin board in the mailroom. Notices shall be no larger than 81/2" x 11". All notices must bear a posting date and may be removed by the manager after two weeks of the posting date. Oversized notices and notices that are no longer timely or appropriate will be removed at the sole discretion of the Manager.

6. CARTS. The Building provides a limited number of small carts as a convenience for Residents. Under most circumstances, the valet can assist you with use of the cart and with transporting goods and packages to your Unit. In the event a Resident would like to personally use a cart, it can be signed out at the Concierge/concierge station. You will be asked to leave your personal identification card with the Concierge while you are using the cart. In consideration of other Residents, carts must be returned to the service area within 30 minutes from the time the carts were taken. Use of the carts is restricted to the Condominium Property. Carts must be returned and not left in any other part of the Condominium Property, including the elevator.

7. CHANGES IN OPERATION. Amounts and/or hours of operation, where stipulated in this handbook, for certain services or amenities, are subject to change from time to time based upon the current Board policy.

8. CHILDREN. Children are not permitted to play or loiter in the stairwells, hallways, vestibules, elevator, lobby or any other Common Elements of the Building. Adult supervision is required to ensure that children do not impede others from entering or exiting the Building or create a danger to themselves or others. Children unable to operate the emergency controls in the elevator should not use the elevator unless accompanied by an adult. Children are not to be left under the supervision of Association Personnel in the lobby or any other Common Elements. Children under 16 years of age who are present in the exercise room must be accompanied by an adult who supervises their behavior. Children under 16 years of age are not permitted to use any equipment in the exercise room.

9. COMPLAINTS AND GRIEVANCES. Tenants (renters) of Unit Owners are to direct all complaints to the attention of their Unit Owner and not the Management Company or the Board. Any Resident or Employees on the Condominium Property observing an infraction of these Rules, violations of the Declaration or conduct detrimental to the Building, should report such action to the Management Company. Association Staff may be dispatched accordingly. Complaints or grievances by a Unit Owner against another Unit Owner or lessee of a Unit, maintenance or other Employees, or regarding the general condition of the Buildings or grounds should be brought to the attention of the Manager. For specific rules and procedures, see **Appendix A**, "Rules and Procedures Governing Enforcement of Declaration, By-Laws and Rules"

10. NON-RESIDENTIAL UNITS. These Rules and Regulations shall not be applicable to the Non-Residential Units, except as otherwise expressly provided in the Declaration.

11. CONSTRUCTION. Unit Owners must refer to and act in accordance with the provisions of the Declaration prior to undertaking any construction activity. In addition to the requirements under the Declaration, Unit Owners must contact the Management Company and have signed agreements and an insurance certificate on file prior to beginning any renovation (see **Appendix B**). Without prior written approval of the Board, no Resident may: (i) make any additions, alterations or improvements to the common elements (including television cable and phone lines) or to the limited common elements of the Building (ii) install or replace flooring within the Unit (iii) install appliances or make any alterations to his/her Unit. To the extent permitted by the Declaration and before Board approval may be granted, a Unit Owner desiring to make any additions, alterations or improvements within his/her Unit, or to Common Elements, or to the Limited Common Elements, in accordance with the provisions of the Declaration, must: (a) obtain and deliver to the Management Company schematic drawings of all proposed alterations, (b) submit a statement as to the expected duration of the renovation work, (c) enter into an agreement with the Association to pay for an independent architectural review for the Association and any other lawful fees that may be imposed by the Board to protect and maintain the common elements or the limited common elements during the planned renovation work, and (d) attest in writing that the work will be performed in compliance with Association guidelines and all municipal requirements (see **Appendix B**). If approval is granted, the Unit Owner must provide copies of appropriate permits, certificates of insurance, waivers of liens and sworn statements from contractors and any and all sub-contractors as may be required, in the sole discretion of the Board and/or Management Company, to protect the property from all mechanic's and materialman's liens that may arise out of the Unit Owner's planned renovation. Before work begins, the Unit Owner must also provide the Management Company with certificates of insurance from each contractor, which indemnifies the Association and its managing agent by naming both parties as additionally insured. Final lien waivers must be provided within ten days of completion of renovation. Any Unit Owner who makes any approved improvements, alterations and/or additions to his/her Unit or to the limited common elements appurtenant to the Unit shall be responsible for any damage to other Units, the common elements, and/or the limited common elements as a result of such improvements, alterations and/or additions.

    Hours for resident construction, remodeling or otherwise noise-producing work, excluding emergency repairs, is restricted to Monday through Friday, between the hours of 8:00 am and 5:30 pm ("Normal Business Hours"), for a duration consistent with industry standards, and in a manner that will not in the opinion of the Management Company, unreasonably disturb the Residents.

12. DELIVERIES/PACKAGE RECEIVING. The mailroom is located on the first floor near the lobby. The Concierge can receive packages that are too large to fit into a mailbox at the front desk, provided that written instructions for package acceptance are left with the Concierge. Flowers, dry cleaning, and packages under 3'x3x3' can be left with the Concierge. Packages over 3'x3'x3' must be sent directly to the unit (a "Delivery"). A Resident or their representative must be home to receive a Delivery. The Association, Board, Management Company, and their Employees disclaim all responsibility and liability for the loss of and the condition of packages, or their contents, left in the lobby. The packages shall be logged by the appropriate Employees and Residents will be notified that packages are available for pick up. All residents must check with the Concierge to ensure timely receipt of such items.

13. DELIVERIES/SERVICE PERSONS' ACCESS. Any item larger than 3'x3'x3', all furniture and any home decorating or improvement supplies, etc, are considered examples of a Delivery and shall not be left at the Concierge's station. Delivery trucks should be instructed

to first check in at the Concierge's station to notify the Concierge of delivery. The driver will be instructed to drive to the east loading dock. Oversized trucks which cannot be accommodated in the east loading dock can arrange with the Concierge to load off of South Ocean Drive. Residents must notify the Management Company, prior to the Delivery, if the delivery they are expecting may require extended use of the elevator(s) there will be an additional charge of $200.00. Any resident that has not made an appointment will be turned away by the building staff.

Under no circumstances will Employees accompany persons to a Resident's Units or sign for a delivery to the Unit without the prior express written consent from the Unit Owner. Residents must be at home, or make arrangements to have someone else accept delivery of large items and furniture, or otherwise ensure the delivery can be completed without the accompaniment of a Staff member, unless the prior express written permission from the homeowner of record has been given. Employees are prohibited from accepting cash for C.O.D. deliveries. Employees shall not, under any circumstances, allow access to a Unit or distribute keys to a Unit to any person not a resident of the Unit ("outside person") or any outside service provider (domestic service such as housekeeping, included) without prior express written permission from the Unit Owner. Residents shall arrange to provide any outside person or any service Personnel with a key if they want them to enter the Unit on a regular basis. All domestic service Personnel are requested to use the rear entry off the North ramp and use the service elevator.

Residents shall pay for any damage to the Common Elements caused by the moving or carrying of articles belonging to any Resident or their guest(s) or invitees. The amount of such payment shall be determined solely by the Board and/or the Management Company.

14. CONCIERGE. No persons except for the Concierge are permitted to use the telephone at the Concierge's station. The Concierge shall not provide Building access to guests and visitors unless a resident who is home authorizes such access. A Concierge may not, under any circumstance, distribute or hold Resident's keys to the Building for any reason unless provided with express written consent of the Resident and specific permission is granted from the Management Company. Such consent and permission must be given during Normal Business Hours. Upon arrival of an outside person, the Concierge will attempt to contact the Resident via telephone. If the Concierge calls and gets a recording from a Resident's telephone answering system, the Concierge will leave a message regarding the arrival of the visitor. The Concierge is not permitted to move vehicles, accept valuable or large items (anything larger than 3"x3"x3"), or open Unit doors. The Association, Board, Management Company and their Employees disclaim any and all liability resulting from packages left with the Concierge in violation of these rules – even if accepted by the Concierge or other Employees. The Concierge may admit to the Building, or to a Unit, any law enforcement officer duly empowered by warrant, writ, subpoena or other court order or process. In such event, the Association, Board, Management Company and their Employees shall not be liable for compliance with such warrant, writ subpoena and order or process. In an emergency, Residents should call 911. After reporting an incident to the proper authorities, Residents should contact the Concierge to notify the Building Staff of the emergency.

15. ELEVATORS. By Ordinance, smoking or the carrying of lighted smoking materials is not permitted in the elevators. Young children unable to operate the emergency buttons are not permitted to ride elevators unescorted. Residents may not allow children to play in the elevators. Residents must transport pets in cages or must carry or walk them on a short-leash in the service elevators ONLY. The freight elevator has its own call button and can be used to transport pets at any time. See **Appendix C**, "Pet Policy" for further details on pet

transit issues. Signs, posters, ads and notices must not be posted on or in the elevators. Vandalism or other damage to the elevators is an offense chargeable to the responsible party. No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevators, unless granted permission by the Management Company. The elevators are reserved for the exclusive and uninterrupted use of Residents and other persons lawfully on the property. In case of fire, Residents must use the stairways, not the elevators.

When needing to move in, out or within the Building, or when receiving delivery of large items (anything larger than 3' x 3' x 3'), Residents must register for use of the elevator in advance by contacting the Management Company during regular business hours. Any Resident that has not made an appointment to use the elevator will be turned away by the Building Staff or prevented from using the elevator for such purpose. Residents must also register for use of the elevator if extended use of the elevator is required to load or unload deliveries. Extended use of the elevator can be defined as more than two trips up and down. The Resident must be home to receive all moving Personnel and deliveries. Residents will need to make special arrangements with the elevator maintenance company if they have an item too large to fit safely within the elevator. The elevator company will bill the Resident directly for this service. The Association requires a $200.00 damage deposit for all move-in and move-outs, payable at least one week in advance. No cash is accepted. Residents must submit this check to the Management Company as the agent for the Association. Care should be taken to prevent damage to the Common Elements. The maintenance Staff will check for any damage once the move is complete. The damage deposit will be set aside for indemnification in whole or in part to the Association for any damage to the interior or exterior of the Building attributable to the Resident's moving activity, which will be charged against the deposit. Nothing contained in these Rules shall be construed to mean that the Resident's liability for damages is limited to the amount of the damage deposit. The Resident shall be solely responsible for compensating the Association and/or Management Company, for the repair and/or replacement of any part of the Common Elements damaged by the Resident's moving activity. The Management Company, within fourteen (14) business days after the move, will refund all deposit balances provided no damage has occurred to the Building in connection with the move. The Manager will prevent movers from using the elevator if the above regulations have not been met. The Association will impose an additional $300.00 non-refundable penalty to the Resident who violates any of these move-in or move-out guidelines.

16. GUESTS. In order to be permitted access to the Building or to any Unit, a non-Resident must be properly authorized by the Management Company, accompanied by a Resident or Unit Owner, or authorized by the Resident or Unit Owner via telephone to the Concierge. All guests and invitees of Residents or Unit Owners are responsible for complying with all Rules and Regulations of the Association while on the property. To the extent permitted by law, Residents are responsible for the actions and behavior of their guests and invitees.

17. HALLWAYS/LOBBIES/UNIT DOORS/STAIRWELLS AND OTHER PUBLIC AREAS

(a) The lobby provides the first impression of the Building to Residents, their guests and prospective Residents. Residents using the lobby or any common area must wear clothing suitable for public wear (including shirts, shorts/pants/skirts and footwear). The lobby may not be used to conduct personal or business transactions.

(b) No entrances, vestibules, elevator, stairwells, corridors or any Common Elements may be obstructed or used in any way except as designated for use in common to all Residents.

(c) The placement of boots, shoes, skis, sleds, bicycles, carts, strollers, umbrellas, furniture, doormats or any other items in these Common Elements is not permitted. Such items will be subject to removal and disposal without notice or recourse.

(d) Smoking is not permitted in the lobbies, parking areas, elevators, or in any common hall, stairwell, vestibule or storage area.

(e) Eating and drinking are not permitted in the lobbies, parking areas, and elevators or in any common hall, stairwell, vestibule or storage area.

(f) Loitering is prohibited in any of the Common Elements, inside or outside the Building.

(g) Residents are urged to maintain Building security by keeping Unit doors locked. All Unit doors must be kept closed when not in use, for the following reasons: (a) to prevent spread of fire (b) to minimize the spread of cooking odors and noise to other Units; (c) to maintain energy efficiency in the Common Element and hallways. Unit door closers may not be removed or otherwise disengaged.

(h) No Resident shall paint, decorate, adorn or place signs upon the outside of the Unit, including doors to the Unit except as provided for in Section 17.4 of the Declaration. Mezuzahs may be attached to doorframes. Exteriors of Unit doors shall not be altered except for the installation of a lock or peephole. Installation of flooring must comply with the Declaration and shall not extrude on the Unit door threshold or otherwise cause a non-uniform corridor appearance.

(i) In accordance with the applicable Fire Code, Residents shall not prop open or tamper with the locking mechanism of stairwell doors in any way.

(j) Residents are prohibited from posting notices, signs, advertisements, signals, or illuminations in any Common Elements or Limited Common Elements, except on the bulletin boards designated for Residents' in accordance with the provisions of these Rules.

(k) Canvassing or distributing promotional and other written materials to individual Units is prohibited except for official business of the Association, management and Developer.

(l) Door-to-door solicitation is prohibited.

(m) Any activity that is likely to generate substantial traffic or inconvenience to any other Resident, in any Common Elements shall be prohibited unless prior Board approval has been obtained.

To the extent set forth in the Declaration, the Owners of the Non-Residential Units 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 Non-Residential Units.

18. HOUSEKEEPING

(a) Nothing shall be swept, shaken or thrown out of the windows, doors or balconies, on or into the halls, stairwells, elevator or into the outside areas of the Building under any circumstances.

(b) Nothing shall be placed on or permitted in the windows, doors or balconies, which might fall or be blown from the Building (see **Appendix D** for additional information on Hurricane protection) or which might detract from the appearance of the Building in the opinion of the Board and/or Management Company. Notwithstanding the foregoing, 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 way, portable, removable official flags, not larger than 4.5 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

(c) Nothing shall overhang or be mounted to the balcony rail including flower boxes and decorative adornment. No decorative adornment, including patio furniture, should extend above the height of the balcony rail. Only patio furniture may regularly be stored on the balcony. No gas or barbecue grills of any type are permitted on the balcony or in any other area of the Condominium Property. See **Appendix D** for Resident responsibilities in case of Hurricane.

(d) No Unit Owner shall display, hang, or use any signs, clothing, sheets, blankets, laundry or other articles outside his or her Unit, or which may be visible from the outside of the Unit (other than draperies, curtains or shades of a customary nature and appearance in the light, neutral colors). Items which are not permitted to overhang windows, doors or balcony include, but are not limited to window sized air-conditioning units, linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, or any articles.

(e) Units are to be maintained in such a manner that noxious odors, smoke, pests, or other offenses do not affect other Units. Spills and other mishaps in the common elements, including the elevator, should be reported immediately.

(f) Chemical drain openers should not be used to unplug clogged drains. In the event of clogging or flooding, Residents should shut off valves, if necessary, to stop the flow of water and should promptly contact a plumber.

(g) The Fire Department recommends the use of artificial Christmas trees in all multi-Unit Buildings. If Residents should have a live Christmas tree, appropriate caution should be exercised and the Management Company should be contacted for the tree's disposal. All live Christmas trees and other trees and plants must be transported through the building for disposal in a plastic bag.

19. INSURANCE. Unit Owners are responsible for their own insurance to cover all interior contents, including, but not limited to, personal possessions, appliances and fixtures. Unit Owners are also responsible for insuring the Unit's wall coverings (Paper, paint, etc.), carpeting and flooring. Residents should consult with their own insurance agent for the proper Unit coverage. If a Unit Owner wishes to coordinate his/her homeowner's insurance policy with the policy covering the Association, the Unit Owner may contact the Management Company for information about the Association's insurance broker. Nothing shall be done or kept in any Unit or in any Common Element that will likely increase the rate of insurance, or result in the cancellation of insurance, on the Condominium Property or its contents.

20. LOCKS, KEYS, LOCKOUTS. Residents should never leave their Unit door open or unlocked. Residents are urged to double lock their Unit doors. The Management Company may keep a key to all original locks for emergency entrance to the Unit. Lockout is not considered an emergency. If a resident has changed the lock or other extenuating circumstances require a forced entry during an emergency, the Unit Owner – not the Association nor the Management Company – will bear the expenses of lock replacement and any damage incurred. There is no lockout system in place to service the Condominium. If you are locked out of your Unit and it is during Normal Business Hours and the Management Company has the necessary keys for your unit, the Management Company may unlock your unit and charge you a lock out fee. If you are locked out of your Unit and it is NOT during Normal Business Hours, you will need to call a local locksmith. Replacement keys for Common Elements may be obtained through the Management Company (at a cost to be determined by the Board).

    Unit Owners installing private alarm systems for their Units must notify the Manager in writing prior to installation. Flush-mounted alarm function indicators and keypads are permitted, but security cameras that project into the corridor or outside the unit are prohibited. Residents must register the alarm monitoring company's name and phone number with the Management Company to allow entry in case of an emergency. Individual security systems that may be disruptive, in the opinion of the Board and/or Management Company, to other Residents are not permitted. Unit Owners are responsible for any costs incurred in removing such systems or modifying them in order to eliminate any disruptions if so determined by the Board and/or Management Company.

    Staff shall not allow access to a Unit or distribute keys to a Unit to an Outside Person or outside service provider (domestic service included) without the prior express written permission from the Resident and approval from the Management Company. Residents should make arrangements to provide any outside person or outside service Personnel with a key if they want them to enter the Unit on a regular basis.

21. MAILBOXES. Incoming mailboxes are located in the lobby. Mailboxes for each Unit are identified by Unit number. Unit Owners will be issued mailbox keys at closing. Tenants may obtain mailbox keys from their Unit Owner. There are no replacement keys available for mailboxes. If a Resident loses or misplaces a mailbox key, the only available recourse is total lock replacement. The Resident will incur all costs associated with such replacement and will need to contact the Post Office directly for said replacement. During such time as the mail is being distributed, access to the mailboxes may be restricted to federal Employees. Federal law prohibits the unauthorized placement of items in mailboxes. Such offenses should be reported to the U.S. Postal Service. The Postal Service considers the Unit number as part of the person's address. To ensure proper delivery of mail, Residents should make sure that the Unit number is included on all mail. There is no service provided by the building to receive mail during vacation or leave by a Resident. If a Resident will not be available to collect mail for an extended period of time, arrangements must be made directing the Post Office to stop mail service to the Building. Outgoing mail may be dropped in the letter slot located in the mailroom, if any. The mail is picked up when the incoming mail is delivered daily. Oversized packages cannot be accommodated in this letter slot.

22. MAINTENANCE STAFF. Residents shall maintain their Units in good condition, order and repair at their own expense. The Building's maintenance Staff is responsible for Common Elements. The Management Company may offer a repair service to the residents on a per job fee basis but is not required to do so. Residents may contact the Management Company for current rates and procedures. Employees are prohibited from performing personal favors

during work hours and from handling any tasks during off-duty hours that are ordinarily provided by the Association. Neither the Association, Board nor Management Company assumes any liability resulting from any Employees, working as, or otherwise considered, an independent contractor working for any Resident, during his/her off-duty hours. Any suggestions or comments concerning the attitude or work of any Employees should be made directly to the Manager. All complaints concerning the conduct of Employees should be directed to the Manager. The Manager may request that the Resident detail any complaint in writing.

23. NOISE AND CONDUCT. No loud or offensive noise and/or activity (including but not limited to those made by pets), noxious odor, annoyance, nuisance or disturbance may be conducted in any Unit or on the Common Elements. The Board and/or Management Company shall determine, in their sole discretion, whether certain sounds, sights, smells and/or activities – have the characteristics or qualities described in the preceding sentence. Residents shall perform or permit any activity on the property that unreasonably disturbs or interferes with the rights and comforts of any Resident of the Building. Pets shall not create a nuisance, annoyance and/or disturbance to other Residents by any behavior including but not limited to, continuous and repeated barking, whining, crying or other disturbance.

Residents must use their best efforts to prohibit sounds from guests, televisions, radios, stereo systems, musical instruments, clock alarms or any other sources to be transmitted to other Units or Common Elements such that the sounds unreasonably disturb or annoy any Resident of the Building. Vacuum cleaners, power tools, hand tools and other items commonly used for household activity and maintenance must be used so as not to disturb Residents between the hours of 10:00 pm and 8:00 am.

Resident construction is only permitted Monday through Friday between the hours of 9:00am and 5:00pm and in a manner that will not unreasonably disturb other Residents in the opinion of the Board and/or Management Company. Noise from construction or repair activities, etc. must not be of an unreasonable nature or for an unreasonable duration in the opinion of the Board and/or Management Company. The guidelines concerning construction contained in the Declaration as well as **Appendix B** must be followed. All Residents are required to comply with requests by Building Personnel to cease disturbing any complaining Resident(s).

In the case of such disturbances, Manager will notify the Resident of the complaint. A subsequent complaint will be documented in writing by the property manager to the Resident. A Resident will be given an opportunity to correct the problem. If the disturbance continues unabated thereafter, it shall be declared a nuisance and, thus, a violation of this rule and subject to enforcement procedures contained in the Declaration, provided by law and as outlined in **Appendix A**.

24. PEST CONTROL. Monthly pest control services for the Common Elements are presently included in the maintenance assessments but provision of service is subject to change in accordance with the Declaration. Residents shall report the presence of bugs or other pests to the Management Company immediately. In order to prevent infestation of Units or of the Common Elements, it may become necessary to admit the exterminator into a Resident's Unit in his/her stead, the Board has the right under the Declaration to gain access to the Unit for such purpose. To minimize the chances of infestation, Residents should observe the following rules: (a) paper bags or empty boxes should not be stored in Units or storage lockers; and (b) trash and garbage should be promptly and properly disposed of in the rubbish chute (see "Trash Disposal").

25. PETS. Residents must register all pets with the Management Company. No more than two pets (which shall be limited to domestic dogs and cats) are allowed per Unit. Each owner of a pet assumes full liability and responsibility for personal injuries or property damage caused by such pet, and each Unit Owner and Resident agrees to defend, indemnify and hold the Association, its Board of Directors, Management Company and their Employees harmless against any loss, claim or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet at the Sian Ocean Residences Condominium. Guests of Residents are not permitted to bring pets into the Building. Pet sitting for outside pets is not permitted. In addition, the following rules apply to pets in the Building and shall be strictly enforced:

(a) Residents must transport pets in cages or must carry or walk with them short-leashed. Residents must use the freight or service elevator to transport pets through the building. All other elevators shall not be used by Residents to transport pets.

(b) Under no circumstances may the front entrances be used to walk pets. Pets are not allowed in the lobbies.

(c) A pet must be caged or on a short leash at all times when in common interior areas of the Building (including hallways) as well as on exterior property, sidewalks, etc. Pets are not allowed to roam freely or play in the hallways or any other interior common area.

(d) Pets shall not create a nuisance to other residents by any behavior including but not limited to, continuous and repeated barking, whining, crying or other disturbance.

(e) Pets must be brought away from the exiting door before the pet is permitted to stop and relieve itself. Residents should not allow landscape areas adjacent to the Buildings or the Building structures themselves to be used for elimination.

(f) Residents are required to pick up, remove and properly dispose of litter deposited by their pets on Condominium Property.

(g) Kitty litter must be placed in a tightly sealed bag before being deposited down the rubbish chute. Kitty litter may NOT be flushed down the toilet. Litter boxes must be maintained in an odor-free condition.

(h) Non-compliance with any of the above will be subject to action against the resident pet owner by the Board (See **Appendix C**).

26. SALE OR LEASE OF A UNIT. Unit Owners may sell their Unit without obtaining permission from the Board provided that it is done in compliance with the Declaration and the following Rules:

(a) Notice of any sale, gift, devise or other transfer of the ownership of a Unit shall be given to the Board within five (5) days following consummation of such transfer.

(b) Both the seller and the buyer of a Unit must complete all forms customarily and reasonably required by the Association and return them to the Management Office along with a fully executed copy of the contract of sale prior to the time that a paid assessment letter from the Association required for closing can be issued. The purpose of the information requested by the Association is to gather information essential to the efficient administration of the Association. No Resident may move

into any Unit until such time as the Management Office has been supplied the appropriate documents, the damage deposits have been paid, and the elevator has been reserved for use.

(c) Each Unit Owner shall supply to the Management Office a photocopy of the deed or title to the Unit.

(d) Prior to the closing of any sale or transfer, all assessments and charges must be paid in full through the end of the month in which closing is to take place. A certified check or money order covering all monies due the Association and two days prior written notice are required for a paid assessment letter to be issued. Upon request of the Unit Owner or prospective purchaser for copies of necessary documentation including without limitation, the Declaration and amendments thereto, such documents shall be made available to the requesting party. A reasonable fee in the opinion of the Management Company and/or Board, shall be charged to the Unit Owner for photocopying of such documentation.

(e) In the event a Unit Owner fails to cooperate with the Board in providing the information requested, all costs and expenses of the Board incurred in obtaining the requested information, including attorney's fees, shall be charged to the account of the Unit Owner.

(f) The Board may own, convey, encumber, lease and sell any Units that are purchased by the Board or obtained through foreclosure or similar proceedings.

A Unit Owner leasing his/her Unit shall comply with the following:

(a) Each Unit Owner shall provide his/her lessee(s) a copy of the Declaration and of these Rules.

(b) Lessees may not move into any Unit until such time as the Management Company has been supplied a copy of the lease, the damage deposit has been paid and the elevator has been reserved for use.

(c) A lease may not be entered into by a prior lessee of this Building who has been either previously evicted or subject to eviction proceedings.

(d) In making any lease, the Unit Owner is not relieved of any obligations under Declaration or Rules.

27. SAFETY. Residential safety is an ongoing responsibility of all Residents. No security measures can function effectively without the full cooperation of each Resident. In order for the Board to make intelligent decisions, it is essential that any incident or crime in the Buildings or garage be immediately reported in detail to the Management Company. Residents should not allow unauthorized non-Residents access to the Building and the Common Elements of the Condominium Property. Any unauthorized non-Resident attempting to gain access into the Building should be reported immediately to the Concierge or the management staff. Residents should always lock their Unit door. If Residents notice that any doors to the Common Elements do not close or lock properly, such conditions should be reported promptly to the Concierge or the Management Company.

28. STATEMENT OF ACCOUNT. The Association will provide any Unit Owner, upon ten (10) days advance notice, a statement of the Unit Owner's account from the date of the last zero

balance, including the amount of any unpaid assessments or other charges owing from the Unit Owner or lessee, if applicable. The Association may charge a reasonable fee for this service.

29. TRASH DISPOSAL. The courtesy and cooperation of the Residents is required to ensure that the trash chutes and rooms are maintained in a clean and odor-free condition. No loose garbage may be thrown into the chutes. All garbage must be bagged and tied. All food items must be bagged, tied or sealed and disposed of promptly. Broomsticks, large cartons, heavy or bulky objects, construction materials, coat hangers. Residents may not leave any bags, garbage or other refuse on the floor or in the hallways, where it can attract pests. Any explosive, flammable, or lighted items (e.g. matches, lit cigarettes, aerosol cans) require special handling and should not be put into the chute or trash room. If flammable or explosive material require disposal, the Unit Owner must take the necessary steps to comply with all laws for the disposal of any flammable, explosive, toxic or environmentally unsafe materials. Under no circumstances may a Resident leave garbage outside of their Unit for any length of time. Any furniture, refuse or other items should not be left in the hallways or stairwells. The charge from the Association's scavenger service for removal of bulk items (such as discarded carpet, appliances, cabinets, etc.,) will be billed to the Unit Owner. The Resident is responsible for calling the Management Company to arrange for an extra pick up. In consideration of those Residents whose apartments adjoin the rubbish chute, and room, Residents should limit trash disposal to between the hours of 8:00am and 10:00pm only.

30. POOL AND RECREATIONAL FACILITIES. The use of the pool is completely at the risk of the user. The following rules dictate pool usage:

(c) No lifeguard is provided. All persons swim, dive or otherwise use the pool at their own risk

(d) The pool is open from dawn to dusk, during daylight hours only.

(e) Residents may invite up to two guests to accompany them to the pool

(f) Appropriate swimwear is required – no cut-off jeans are allowed

(g) No glass is permitted around the pool area

(h) No pets are permitted in or around the pool area

(i) No bicycles or riding toys, skateboards or roller blades are permitted in the pool area

(h) No inflatable of any kind permitted inside the pool area.

(I) To the extent permitted by law, profanity, horseplay and harassment of swimmers is not permitted. Please be mindful of the volume of music in the common area. For everyone's protection, please refrain from using the pool if you have a health condition, particularly conditions involving broken or abraded skin, cuts and communicable diseases.

The fitness center is currently opened on a 24 hours basis, however, these hours are subject to change at any time in the sole discretion of the Board and/or Management Company. The Common Elements key will open the fitness center. Classes, events and recreational activities will be organized by the Management Company and may be held in the fitness center.

31. WATER BEDS AND WATER FURNITURE. Residents may not have any water-filled beds or other water-filled furnishings in the Unit. Water-filled furniture includes any bed, mattress, sofa, chair or other item of furniture that contains as part of its elements any substance in a liquid state. Water-filled furniture has the potential for extensive damage to the Resident's Unit and other Units from leaks, breakage and/or weight overloads.

APPENDIX A

RULES AND PROCEDURES GOVERNING ENFORCEMENT

OF

DECLARATION, BY-LAWS AND RULES

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 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, 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:

(j) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after 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 bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.

(k) 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 against 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.

(l) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.

(m) 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 thereof is given shall be deemed a separate incident.

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

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

(p) 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.

APPENDIX B

Unit Owner and Resident Construction Guidelines and Specifications

Unit Owners shall submit a written description and a sketch of any proposed alterations or installations and shall be responsible for reviewing with the Board or its authorized representative(s) all structural changes to their Unit, such as, but not limited to, removal of a wall or opening of a wall. The Unit Owner shall also submit the Contractor's proposal and all contract documents to the Management Office before work is begun. The proposed plans and specifications will be submitted to the Board of Directors for review. If it is determined by the Board or its authorized representative(s) that outside engineering or architectural consultation is necessary, the Unit Owner shall be responsible for any costs incurred for such services. The work shall not proceed without prior written consent of the Board of Directors or its authorized representative(s) and all work must comply with the Condominium Documents, Hollywood Building Codes and all other applicable law.

Unit Owners are responsible for securing all required permits. The Unit Owner and contractor shall submit a construction schedule to be approved by the Board or its authorized representative(s). If the approval of the Board or its authorized representative(s) has been given, the work may commence. As the job progresses, the Board of Directors shall be informed if variations are expected in the construction schedule and such variations must be approved. The contractors are encouraged to complete their work in minimal time and to produce the least amount of noise and disturbance as possible.

If a licensed architect is engaged, he/she shall submit to the Board an architect's certificate of compliance and state in writing that the plans for the remodeling comply with all Hollywood Building Code and other applicable requirements. This would be for all work including General, Plumbing, Heating, Ventilation, Cooling and Electrical.

There shall be no construction which affects the Common Elements in any manner (e.g. the floor, ceiling, columns, and walls adjoining another Unit), without receiving the prior approval from the Board of Directors. This paragraph serves to prohibit, among other things, the cutting or channeling of concrete floors and ceilings without approval. Cutting into the concrete columns and sheet walls is strictly prohibited. When the adjoining wall is opened and any mechanical, electrical, communication or cable work is performed, the wall structure shall not be re-installed until it has been inspected by the Board or its representative.

The exterior window wall assembly shall not be altered in any way. There shall be no removal of any parts, screws, etc. There shall be no drilling or attaching items such as curtain brackets to the horizontal window wall assembly and the concrete ceilings (if applicable).

There shall be no alteration to the existing Heating and Air conditioning system, other than repair or replacement of any present air conditioning units exclusively serving a Unit, without approval from the Board Directors.

The relocation of any water risers, waste lines, and open site relief drains or venting stacks is strictly prohibited. The installation of all steam room, sauna, whirlpool or permanently installed humidifier components must be approved by the Board (and may be subject to architectural review at the Unit Owner's expense and the Board's selections) prior to installation and are subject to inspection after installation.

All electrical work must be completed by a licensed electrician in a safe ordinary manner consistent with trade practices .

Any work on the common mechanical chases is strictly prohibited. Connections to the Unit venting systems are strictly prohibited.

At no time are flammable materials allowed to be stored at the job site.

Prior to beginning work, all contractors doing work in the Building must present a certificate of insurance, acceptable to the Board, to the Board of Directors or its authorized representative naming the Association, its Officers, Directors, Management Company and its Employees as additional insureds.

Unit Owners must inform the Management Company that a contractor will be gaining access to the premises on any given day.

Contractors shall be permitted to perform work that is noise producing in a Unit only between the hours of 9:00 am and 5:00 pm on Monday through Friday. No noise producing work shall be permitted on weekends or holidays.

Contractors must unload all material at the loading zone area and proceed to park their vehicles on the street. No vehicle shall be allowed to park in the loading zone area. Contractors are not permitted to walk through the lobby with any tools or materials at any time. Contractors must wait for an elevator with padding with the least number of passengers available to transport materials in an elevator that should be padded.

The Unit Owner shall be responsible for ensuring that the contractor employed to work within his/her Unit lays drop cloths on top of the corridor carpeting during hours when tradesmen are coming to and from the Unit. Such drop cloths must completely cover the traffic areas of the tradesmen and provide total protection to the corridor carpeting. Drop cloths must be removed at the end of each working day, and all debris collected by the cloths also removed. If it is necessary that extraordinary cleaning be performed by Association Personnel due to a contractor's negligence, the Unit Owner shall be responsible for reimbursing the Association for labor expenses.

Contractors may not store any materials within the Common Elements of the Building or other Units and are to haul all debris and leftover materials from the Building in covered containers. Under no circumstances may construction materials be disposed of down rubbish chutes or left in the room in which rubbish chutes are located. The hauling charge for any bulk items left on common property in violation of this rule will be assessed to the responsible Unit Owner.

The Unit Owner shall be responsible for any damage to the Common Elements of the Building or other Units caused by themselves and/or contractors employed by them. or damage caused to the Units within the Building.

Whenever a partition is altered in any way, the Unit Owner shall designate the utilities in the area of this alteration on the drawing. The utility shall be so designated on the drawing as an electrical, telephone or television outlet.

INSPECTION REQUIREMENTS

Minor Remodeling: (defined as new flooring, kitchen cabinets, or work of a similar nature. NO walls, ceilings or floors are penetrated or relocated)

The Unit Owner or Contractor is responsible for notifying the Management Company during the following stages of work:

1. Prior to the flooring or other minor work starting, so an authorized agent can inspect the existing conditions

2. When the project is completed, so an authorized agent can inspect the new conditions.

Major Remodeling (defined as relocating, adding or removing partitions, or penetrating any walls, ceiling floors or utilities.)

The Unit Owner or Contractor is responsible for notifying the Management Company during the following stages of work:

1. Prior to the commencement of the project. The Management Company will then advise when a meeting will be scheduled to go over the project to verify there have been no further modifications than those which were authorized by the Board.

2. After the time when any partitions are removed, altered, relocated, but prior to any re-construction of same, to verify that all common utilities such as water, sewer, electric, cable, and telephone lines have not been damaged.

3. When the project is completed, so an authorized agent can inspect the new conditions.

It is the Unit Owner's responsibility to ensure that adjoining Units and the common utilities will not be damaged or destroyed during any alteration work. Any necessary repair expenses incurred by the Association or other Unit Owners will be the sole responsibility of the Unit Owner undertaking the remodeling.

Remodeling time schedule

The Unit Owner must indicate the length of the time the remodeling will take when submitting his/her initial remodeling package of information to the Management Company.

Remodeling construction must begin within 120 days of Board approval, or documentation must be resubmitted.

If for any reason the approved remodeling process takes longer than originally planned, the Unit Owner must contact the Management Company so that adjoining neighbors can be notified.

APPENDIX C

Condominium Association Pet Policy

I. Pet Residency

No animals shall be raised, bred or kept in any Unit except for dogs and cats, and animals that are typically kept in cages or containers in the home such as small birds, fish, turtles, hamsters, provided such animals are of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this policy and in accordance with applicable law. Wild animals, exotic animals, farm animals, poisonous creatures, and tarantulas are not allowed. Specifically prohibited are any variety of pig, ferrets and similar animals and snakes.

As a condition precedent to a Unit Owner or Resident maintaining a pet or pets on the premises ("Pet Owner"), all Pet Owners must (i) provide evidence of compliance with all licensing requirements under applicable law, including appropriate veterinary certificates with respect to vaccinations, (ii) provide evidence of liability insurance for their pets, (iii) assume full responsibility, financial or otherwise, for any personal injury or property damage caused by their pets; and (iv) indemnify and hold harmless the Association, Unit Owners and the Management Company and their agents for any loss or liability caused by or arising from their pets. Pet Owners' responsibilities include, but are not limited to all costs of cleaning, repairing or replacement of common property due to damage caused by pets. Pet Owners must agree to the aforesaid undertakings and conditions in writing at the time their pet is registered with the Management Company or at the time their pet is first brought to the premises, whichever occurs first.

II Pet Registration

Dogs and cats must be registered with the Management Company before being permitted to reside in the Building.

Registration consists of providing information for and signing Association's Registration Agreement. If any resident is renting from a Unit Owner, such resident must have permission in writing from the Unit Owner to maintain a pet in the Unit and must provide such writing to the Management Company as a condition precedent to maintaining the pet in the Unit. A copy of this permission will be kept on file in the Management Company.

III Pet Fines

Any Pet Owner who violates the Rules and Regulations set forth herein shall be subject to any and all remedies available to the Board under the Condominium Declaration and the Act, including, without limitation, the levying of a fine.

The schedule of pet registration fees shall be determined by the Board. Fees are reviewed annually during the budget process or as needed.

IV. Pet Behavior and Activities

While transiting through any of the Common Elements, pets' movements must be controlled and all pets shall be on a short leash, in a carrier, or in a cage.

If a pet has an accident, soiling the Common Elements, the Pet Owner must clean it immediately and report it to the Management Company. The Pet Owner is responsible for any damages caused in such an event. A damage fee may be assessed in this case.

Pet elimination is prohibited on all Condominium Property, including, without limitation, the walls, flowerbeds, or any portion of the Building or property.

Cat, bird and hamster owners should ensure that litter is changed often to avoid odor, and that it is securely wrapped and tied in a plastic garbage bag before depositing in the garbage chute or room.

Pet Owners must ensure that their pet does not make any prolonged noise such as barking, meowing, or chirping, or any other noise that disturbs neighbors.

Pets must not be allowed by the Pet Owners to jump on, bite or in any way harm or intimidate any person or other pet.

Recognizing that occasional difficulties between Pet Owner and non –Pet Owners are bound to occur, and it is not the intention of these rules to be unduly restrictive, the following rules regarding notification and enforcement procedures are intended to apply to repeated rule violations by Pet Owners:

In case of the first violation, the Manager will notify the offending party by letter as to the nature of the violation. The Management Company will maintain a copy of the letter. In the case of a Tenant, a copy of the letter will also be sent to the Unit Owner.

If a second violation occurs within six months of the first, a certified letter will be sent indicating that the next violation will result in the pet being required to be removed from the property. Additionally, a fine may be levied.

In the case of a third violation within the same six-month period, the Management Company will require that the pet be removed from the property within 15 days of the letter. A court order will be obtained to vacate the Unit if the pet is not removed voluntarily.

Appendix D

Hurricane Safety and Precautions

As South Florida has experienced wind storms and hurricanes in the past, it is the responsibility of the Resident to insure themselves, their Unit, and their personal property against potential damage that may arise from a wind storm or hurricane. The Condominium does not have an emergency notification system in place in the event of a wind storm or hurricane. It is the Resident's responsibility to stay informed about impending (or otherwise) wind storms or hurricanes and comply with all applicable safety mandates..

A Resident who plans to be absent during the hurricane season must prepare the Unit prior to his or her 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 must furnish to the Association with name(s) of such firm and/or individual.