



Loft Downtown II Condominium Association, Inc. c/o KW Property Management & Consulting, LLC
133 NE 2nd Avenue, Miami, FL 33132 305-704-7638

LEASE REGISTRATION PACKAGE

PLEASE READ ALL INSTRUCTIONS BELOW CAREFULLY

Please be advised that the Association does NOT conduct background screening or provide approval of individuals being registered with the Association. Association highly recommends Owners and/or their representatives to thoroughly screen potential tenants for criminal, credit, and eviction records prior to registration or lease signing.

Enclosed you will find the registration package that must be completed by the Tenant and the Owner of the property prior to moving in.

Unit Number: _____ **Owner Name(s):** _____

Tenant Name(s): _____

Realtor/Representative (If applicable):

Name: _____ **Telephone:** _____ **Email:** _____

For Owner Tenant (circle one)

Name: _____ **Telephone:** _____ **Email:** _____

For Owner Tenant (circle one)

Prior to a unit being occupied by a tenant, the owner and tenant must provide the Association with the following documents and fees:

- ☐ Lease registration package completed and signed by both Owner and Tenants.
- ☐ Copy of valid ID(s) for each occupant over the age of 18 years old. (Driver's License/Passport)
- ☐ Copy of lease agreement executed by Owner and Tenant.
- ☐ Association Addendum to Lease executed by Owner and Tenant (included in this registration package).
- ☐ Pet registration form with pet picture (if applicable). All pets must be registered and may not exceed 30lbs. and 22in. while sitting without the Board's approval.

ALL DOCUMENTS MUST BE SUBMITTED TOGETHER. DOCUMENT COPIES MUST BE LEDIGLE COLOR COPIES. **INCOMPLETE REGISTRATION PACKAGES WILL NOT BE ACCEPTED.** APPLICATIONS ARE PROCESSED WITHIN TEN (10) BUSINESS DAYS OF ACCEPTANCE.

REGISTRATION FEES

No application fees and/or move in/out fees required for registration.

Refundable Fees

- ☐ **Security Deposit in the amount of one (1) month's rent.**
- ☐ **\$500.00 Elevator Deposit:** Required at the time of scheduling the service elevator for move in/out of the unit. Refundable upon completion of elevator use. *(Personal Check accepted- made payable to Loft Downtown II)*

The Association is no longer accepting paper checks for security deposits or other Association payments (fobs, mailbox key, etc.) All fees must be paid by phone or in person with the Management office. Please contact Management by phone or email to make such payments. Personal checks will only be accepted for elevator reservation deposits.

ORIENTATION:

When registration is complete, tenant(s) will receive a registration confirmation email with a REQUIRED orientation presentation for review and acknowledgement of the Association's Rules & Regulations.

We look forward to assisting you through this registration process and welcoming you to the building!

REMINDER:

New tenant(s) should receive the following items from the owner if available:

1. Unit Keys (**If unit key will be changed, a copy of the new key must be provided to front desk/management**)
2. Mailbox Key
3. Building Fob (1 per registered tenant)
4. Parking Fob (1 space per unit)

LEASING GUIDELINES TO KEEP IN MIND

- No portion of a Residential Unit (other than an entire Residential Unit) may be rented. Each Residential Unit shall be used as a residence and not for commercial purposes.
- Owner shall have no right to lease his or her Unit if, at the commencement of the lease, if the Owner is delinquent in the payment of Assessments to the Association or has an outstanding fine.
- No lease of a Unit shall be for a period of less than thirty (30) days or for a period of more than two (2) years, and there shall be no more than twelve (12) leases of a Unit permitted in any calendar year (i.e., not more than twelve (12) leases shall commence during any calendar year).
- **A copy lease renewal agreement must be provided to the Association at each renewal period.**
- The Lessee shall not assign the Lease, nor sublease or permit the Unit or any part thereof to be used by others not properly registered with the Association.
- Security deposit equivalent to one month's rent is required, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association).
- When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Unit Owner, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit.

MOVING REQUIREMENTS

Upon completion of Association registration, tenant(s) may schedule their move-in date. ONLY service elevator may be used for moving furniture and belongings into the building. Service elevator must be reserved in advance with management or the front desk. Reservation form and \$500.00 refundable elevator deposit is required at the time of reservation. Personal Check accepted- made payable to Loft Downtown II. Moving vendors must register and provide proof of insurance in advance with the Association prior to arriving at the building. There are two reservation periods from Monday- Friday (no weekends). From 8:00AM-12:00PM, or from 1:00PM-5:00PM. Your move or delivery can only be scheduled within the 4 hour block specified. Service elevator is frequently booked. Please reserve in advance. Association cannot guarantee ability for all desired dates.

CABLE & INTERNET

Basic cable and high-speed internet (400Mbps download/50Mbps upload) is provided through the Association. Following completion of registration with the Association, tenant(s) may set up service under their name by calling 1800-355-5668. One (1) cable box per unit is provided. Should you need additional service, you may coordinate to pay those separately directly with Hotwire.

POWER/ELECTRICITY

Not included through the Association. Call and set up the unit electricity with Florida Power and Light at FPL directly at (305)442-8770.

PARKING

All unit includes one (1) parking space at the MPA College Station Garage located at 190 NE 3rd St, Miami, FL 33132. Tenant(s) who own a vehicle will need to register and pay directly Miami Parking Authority (MPA) for the parking space. Cost of parking space is \$60.00 per month paid directly to the Miami Parking Authority. Following MPA registration, owner(s) and/or tenant(s) can pay the monthly cost directly on the MPA website at www.miamiparking.com.

MPA will provide one (1) parking card upon registration. Additional vehicles are not included in the Loft II monthly pricing and will be charged at market rate. Please contact Miami Parking Authority or any other nearby parking garages directly for pricing. Upon completion of the tenant registration with the Association, please complete the MPA form included in this packet and send it directly to MPA at customerservice@miamiparking.com along with your executed leasing agreement.

ASSOCIATION WEBSITE- TENANT ACCESS

When tenant(s) registration in the system is completed, they will receive an email with their assigned login credentials for the Association website. The Association website address is <http://web.kw-ic.com/lofttwo/> . All Owners/Residents will have access to the website and will have profiles so that they can register visitors, reserve the elevator, receive package notifications, report maintenance issues, access Rules and Regulations and various forms, newsletters and more!

Registered tenant(s) are to log in and confirm all of the information registered including phone numbers, mailing address, and email addresses are correct. This information will also be used to contact you when a guest arrives to visit, so it is imperative that we have your phone numbers registered. If we cannot contact you, we cannot allow entry to your guests.

VENDOR ACCESS REQUIREMENTS

For the safety of the building and members, all vendors conducting service to a unit must be properly screened in advance by the Association prior to conducting any work, deliveries, or moving in/out. Vendors will be **DENIED** access into the building if prior registration is not completed with Management. Vendors coming to provide an estimate will not be allowed up with any work equipment or supplies. Any owners who wish to conduct work in their units require prior written approval by the Association. An architectural application may be required based on the scope of work. A registered vendors list can be provided upon request.

OFFICE USE ONLY

Date Package Received: _____ Rcvd by: _____ Date Log Updated: _____

Orientation Completion Date: _____ Date KWIC Updated: _____

Unit Key Status Conf : _____ Key Inspection Date: _____

Prior FOBs Deactivation Date: _____ Terminated By: _____

☐ New FOB #(s) Issued: _____ ☐ Prior Parking Card #(s) Deactivated

Unit Door Status: _____ Email Sent Date: _____

Door Inspection Date: _____

Violations Status: _____ Unit Type: _____

☐ Owner Mailing Address & Contact Confirmation Account Balance: _____

System Updated: _____ Date of Balance: _____

Fees Collected (✓):

☐ Security Deposit in the amount of one (1) month's rent. (attach payment receipt)

Difference of \$ _____ collected on _____ (if applicable)

Remitter Name: _____ (Tenant / Owner)

Prior Deposit Amount on File: _____ Refund Request Initiated Date: _____

Prior Remitter Name: _____ (Tenant / Owner)

☐ \$500.00 Elevator Deposit *Personal check made payable to Loft Downtown II*

Unit Status: Furnished / Unfurnished

Personal Check # _____ Unit Bed/Bath: _____ / _____

NOTES:

TENANT REGISTRATION

TENANT INFORMATION (Parties listed on Lease Contract)

Loft II Unit Number _____

Last Name: _____ First Name: _____ M.I. _____

DOB: ____/____/____ Email Address: _____

Mobile Ph: _____ Work Ph: _____ Home/Other Ph: _____

Current Residence Address: _____ City: _____ State: _____

Zip Code: _____ Own Rent (Please circle) Monthly Payment or Rent: \$ _____

Length of Residency: _____

Current Landlord Name (if applicable): _____ Landlord Phone: _____

Previous Home Address: _____ City: _____ State: _____ Zip: _____

Previous Landlord Name (if applicable): _____ Landlord Phone: _____

Own Rent (Please circle) Monthly Payment or Rent: \$ _____ Length of Residency: _____

Current Employer Name: _____ Position/Occupation: _____

Employer Address: _____ City: _____ State: _____

Zip Code: _____ Length of Employment: _____ Yearly Income \$ _____

Other Yearly Income: \$ _____ Assets: \$ _____

Supervisor Name: _____ Supervisor Phone No: _____

Have you ever been convicted of a felony and/or misdemeanor? (circle one) Yes No

If yes, please explain: _____

Have you ever had an eviction process? (circle one) Yes No

If yes, please explain: _____

CHARACTER REFERENCE (No Family Members)

Name: _____ Telephone: _____ Relationship: _____

Email Address : _____

Name: _____ Telephone: _____ Relationship: _____

Email Address : _____

EMERGENCY CONTACTS

In the event an emergency arises that affects your unit and you are away, who should be contacted? Please provide two (2) contacts, it is suggested that at least one of your emergency contacts have a spare key to the unit. Please indicate who will have a copy of your key. In addition, management MUST have a spare key to the unit on file.

Name: _____ Telephone: _____ Relationship: _____

Key: () Yes () No Email Address : _____

Name: _____ Telephone: _____ Relationship: _____

Key: () Yes () No Email Address : _____

VEHICLE(S) INFORMATION (Parking registration instructions will be provided upon completion of this package.)

Make: _____ Model: _____ Year: _____ Color: _____ License Plate #: _____

CO-TENANT INFORMATION (Parties listed on Lease Contract)

All occupants 18 or older must complete a registration package.

Last Name: _____ First Name: _____ M.I. _____

DOB: ____/____/____ Email Address: _____

Mobile Ph: _____ Work Ph: _____ Home/Other Ph: _____

Current Residence Address: _____ City: _____ State: _____

Zip Code: _____ Own Rent (Please circle) Monthly Payment or Rent: \$ _____

Length of Residency: _____

Current Landlord Name (if applicable): _____ Landlord Phone: _____

Previous Home Address: _____ City: _____ State: _____ Zip: _____

Previous Landlord Name (if applicable): _____ Landlord Phone: _____

Own Rent (Please circle) Monthly Payment or Rent: \$ _____ Length of Residency: _____

Current Employer Name: _____ Position/Occupation: _____

Employer Address: _____ City: _____ State: _____

Zip Code: _____ Length of Employment: _____ Yearly Income \$ _____

Other Yearly Income: \$ _____ Assets: \$ _____

Supervisor Name: _____ Supervisor Phone No: _____

Have you ever been convicted of a felony and/or misdemeanor? (circle one) Yes No

If yes, please explain: _____

Have you ever had an eviction process? (circle one) Yes No

If yes, please explain: _____

CHARACTER REFERENCE (No Family Members)

Name: _____ Telephone: _____ Relationship: _____

Email Address : _____

Name: _____ Telephone: _____ Relationship: _____

Email Address : _____

EMERGENCY CONTACTS

In the event an emergency arises that affects your unit and you are away, who should be contacted? Please provide two (2) contacts, it is suggested that at least one of your emergency contacts have a spare key to the unit. Please indicate who will have a copy of your key. In addition, management MUST have a spare key to the unit on file.

Name: _____ Telephone: _____ Relationship: _____

Key: () Yes () No Email Address : _____

Name: _____ Telephone: _____ Relationship: _____

Key: () Yes () No Email Address : _____

VEHICLE(S) INFORMATION (Parking registration instructions will be provided upon completion of this package.)

Make: _____ Model: _____ Year: _____ Color: _____ License Plate #: _____

RESIDENT MINORS (Residents under the age of 18. All adults must register with the Association.)

Name: _____ DOB: _____ Relation: _____ Phone: _____

Name: _____ DOB: _____ Relation: _____ Phone: _____

TENANT UNIT ACCESS AUTHORIZATION

Unit Owner(s) Name: _____ Unit: _____

Tenant(s) Name: _____

This document is an authorization to grant access to the above-described unit in Loft Downtown II Condominium Association, Inc. to the person (s) named below:

- a) Although the purpose(s) of the entry is stated below (for information only), the Association’s representatives and/or employees are not responsible to see to such purpose(s) being fulfilled nor for limiting access to the accomplishment of such purpose(s).
- b) Association representatives/employees are not responsible in any manner for supervising, observing, or controlling the conduct of the person(s) to whom access and/or the key was given, and
- c) The undersigned agrees to fully indemnify and hold harmless the Association and all of its Officers, directors, members, employees and agents (including, without limitation, the Management and security companies and their officers, directors and employees), whether in the Unit, the Common Elements of the Condominium or otherwise (such agreement to include all Attorneys fee and court costs regardless of whether suit is brought or any appeal is taken there from).

PERSONS AUTHORIZED TO HAVE ACCESS:

FULL NAME	PHONE NUMBER	RELATION TO TENANT

INTENDED TERMINATION DATE OF AUTHORIZATION: The undersigned agrees to notify Management, in writing of the termination of this authorization. You are entitled to assume that this authorization is in full force and effect until you provide a written notice of such termination.

TENANT	CO-TENANT
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____

Please read each item carefully and initial by the statements below. Owner(s) and tenant(s) must sign at the end of the Disclosure and Release document.

LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION DISCLOSURE

Tenant: _____ I/We hereby acknowledge that I have received a copy of the Rules & Regulations for the Loft II
Co-Tenant: _____ Condominium Association with the registration package. I/ We understand and are aware of the
Rules & Regulations of the Association and agree to abide by them at all times.

Tenant: _____ I/We understand that any violation of terms, provisions, conditions, and covenants of the
Co-Tenant: _____ Association documents provides causes for immediate action as therein provided or termination
of the leasehold under appropriate circumstances. Owner(s) is responsible for the cost of eviction
of any tenants(s) upon request of the Association.

Tenant: _____ I/We understand that if our lease term is renewed, a copy of the lease renewal agreement must
Co-Tenant: _____ be provided to the Association at each renewal period.

Tenant: _____ I/We understand that as the Lessee(s), shall not assign the Lease, nor sublease or permit the Unit
Co-Tenant: _____ or any part thereof to be used by others not properly registered with the Association.

Tenant: _____ I/We understand that pursuant to FL Statutes Sec 718.116(11), if the unit owner of the unit
Co-Tenant: _____ becomes delinquent in paying any monetary obligation due to the Association, the association
may make a written demand that the tenant(s) at the unit pay to the Association the subsequent
rental payments and continue to make such payments until all monetary obligations of the unit
owner related to the unit have been paid in full to the Association. The tenant must pay the
monetary obligations to the association until the association releases the tenant or the tenant
discontinues tenancy in the unit.

Tenant: _____ I/We understand that the Association has no available resident parking upon the Condominium
Co-Tenant: _____ property. Offsite parking is available through an Association agreement with Miami Parking
Authority (MPA). I/We understand that the Association is not responsible for any damages, theft,
and/or availability of parking or access to the garage.

Tenant: _____ I/We understand that all modifications/additions in the unit require prior written approval by the
Co-Tenant: _____ Board of Directors. Owner is required to submit an Architectural Modification application for
approval consideration prior to conducting any work at the unit.

Tenant: _____ I/We understand that all vendors conducting work or deliveries in a unit must have the necessary
Co-Tenant: _____ licenses and insurance as required by the Association. Registration of vendors with the
Management is required in advance prior to scheduling any service.

Tenant: _____ I/We understand that vendor work hours, moving, and deliveries are limited to Monday-Friday
Co-Tenant: _____ 8:00AM -5:00PM only. Work is not allowed on weekends and/or holidays.

Tenant: _____ I/We understand that tenants, their contractors, and agents are responsible for protecting the walls,
Co-Tenant: _____ ceilings, doors, floors and other common areas from any damage. Extreme caution is required
when transporting furniture, packages, materials and equipment through the building.
Additionally, no storing, cutting or use of any machinery is allowed on unit balconies, in the
hallways, or staircases of the building.

Tenant: _____ I/We understand that any damages to the common areas will be charged to the unit owner, the
Co-Tenant: _____ contractor, and/or tenant. Damages or violation fines caused by tenants will be collected through
the common area security deposit as deemed necessary.

AUTHORIZATION FOR RELEASE OF INFORMATION

Tenant: _____
Co-Tenant: _____ I / We hereby consent to allow Loft Downtown II Condominium Association through its respective Management Company and its employees, the Board of Directors, their attorneys and/or representatives to review and verify my information in order to confirm identity and for the purpose of unit occupancy registration within the Association.

Tenant: _____
Co-Tenant: _____ I / We hereby authorize the release of my information to the Loft Downtown II Condominium Association, their respective Management Company and its employees, the Board of Directors, their attorneys and/or representatives to review and verify my information as necessary.

Tenant: _____
Co-Tenant: _____ I / We agree to provide any additional information or documentation as requested by the Loft Downtown II Condominium Association and/or their respective Management Company and its employees for the purpose of unit occupancy registration within the Association.

Tenant: _____
Co-Tenant: _____ I / We understand that the Homeowner's Association may release my information to the respective owner/landlord of the unit being leased.

Tenant: _____
Co-Tenant: _____ I / We understand that the Association does not conduct any criminal, credit, and eviction screening or provide approval of individuals being registered with the Association.

Tenant: _____
Co-Tenant: _____ I / We understand that the owner/landlord and/or their representatives may request my information contained herein to complete their independent screening for any criminal, credit, and eviction records prior to executing a lease and/or allowing my registration to the unit.

Tenant: _____
Co-Tenant: _____ I / We understand that any misleading information submitted in this registration package could constitute denial by the owner/landlord of the unit.

Tenant: _____
Co-Tenant: _____ I/We understand that through the lease of such unit, the above-mentioned parties shall have the continuing right to review my information as necessary for improving application methods and proper record keeping.

Tenant: _____
Co-Tenant: _____ I / We hold harmless the Loft Downtown II Condominium Association, their respective Management Company and its employees, the Board of Directors, their attorneys and/or representatives from any action claim by me/us in connection with the use of the information contained herein or any investigation conducted by the Association.

Tenant: _____
Co-Tenant: _____ I / We hereby waive my privileges I may have with respect to the disclosure of said information to the above-mentioned parties.

Tenant: _____
Co-Tenant: _____ I / We agree to provide any additional information or documentation as requested by Loft II Condominium Association.

Tenant: _____
Co-Tenant: _____ I/ We confirm that the registration package herein were signed by me/us and not originated with fraudulent intent or any other person and that the signature(s) below are I / our own proper signature(s).

Tenant: _____
Co-Tenant: _____ I/We understand that if this registration is not legible or is not complete and accurately filled out, Loft II Condominium Association will not be liable or responsible for any inaccurate information in the registration process to the Association caused by omissions or illegibility.

Confidentiality: The information contained within this registration package will not be marked, sold or distributed in any manner to any third party not specifically referenced herein.

I/We have read the Association Disclosure and Release above and understand all its terms. I executed it voluntarily and with full knowledge of its significance.

OWNER/LANDLORD(S)

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

TENANT(S)

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC.

RESIDENT MOVE IN/MOVE OUT, DELIVERY, AND VENDOR POLICY

- All moves and deliveries must be scheduled with the Management Office in advance.
- Notice for any moves must be given at least fourteen (14) days prior in order to properly schedule a reservation for the designated elevator for service. Any other deliveries must be scheduled no less than forty-eight (48) hours in advance.
- Moving vehicles are permitted to park in designated receiving areas only.
- Moving, delivery, and vendor schedule: Monday-Friday 8:00AM-5:00PM (no weekends or holidays).
- Moving vendors must register in advance with the Management office.
- You must provide Management with the moving company's certificate of insurance with the proper coverage required by the building.
- Moving/Delivery company is responsible for the disposal of boxes and packing materials.
- **\$500.00 ELEVATOR DEPOSIT AT THE TIME OF SCHEDULING THE SERVICE ELEVATOR IS REQUIRED FOR MOVE IN/OUT.**
- *Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries.*

VENDOR REGULATIONS:

- Vendors must register in advance with the Management office and provide proper business license and certificate of insurance with the proper coverage required by the building.
- All construction work in units requires prior written approval of the Association. Owners must submit in advance an architectural application for construction work at the unit prior to conducting any work at the unit or scheduling the service elevator for use.
- For access to the building by a contractor, vendor, or service person, prior registration with the Management office is required. Proof of licensure, insurance, and permitting is required and strictly enforced.
- All work including cutting materials, painting, carpeting, etc. must be performed inside the apartment or off the premises. The foyers, hallways, stairwells and balconies are NOT to be used as work areas.
- Materials must be transported through the service elevator. This must be scheduled with the Management office no less than (48) hours prior to service.
- No disposal of any construction material is permitted on common areas (hallways, stairwells, down the trash chute, etc.).
- **\$1000.00 DEPOSIT REQUIRED FOR CONSTRUCTION WORK USE. *The elevator deposit will be returned upon inspection of elevator and assuring no damages to the common areas. Any damages or elevator service repairs required over the deposit will be charged to the unit ledger for payment.***

Elevator scheduling is on a first come first serve basis and must follow regulations above. Management cannot guarantee availability on a specific date as there is a maximum amount of moves permitted per day.

I/we understand and are aware of the Loft II Condominium Associations Move In/Out, Delivery, and Vendor Policy and agree to abide by them. I/we take full responsibility of damages caused by my scheduled use.

UNIT OWNER/LANDLORD(S)

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

TENANT(S)

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____



PARCEL RECEIPT AUTHORIZATION AND PACKAGE REGULATIONS

RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT (“RELEASE”)

In consideration for being permitted the accommodation and benefit of collecting and/or retrieving mail, and other property, including but not limited to keys, packages, delivered, parcels, clothing and any other items (the “Property”) with the Association’s concierge, administration, front desk personnel, engineers, or any agent, employee, or contractor of the Association, including but not limited to security, valet and/or housekeeping companies and their employees engaged by the Association, or any other personnel (collectively referred to as the “Personnel”) for pick-up delivery or for any reason whatsoever on the undersigned’s behalf, the directors and officers, and the Personnel, from and against all claims, damages, losses and expenses, including attorney’s fees at both trial and appellate level, arising out of any claims for loss, theft, damage and/or destruction of the Property whether caused in whole or in part by any negligent act or omission of the Personnel.

I hereby acknowledge that the Personnel are authorized to accept, received and/or deliver Property on my behalf at my sole risk. The Association, its directors and officers, and the Personnel, specifically disclaim any responsibility or liability of loss, theft, or damage to the Property received from or accepted on behalf of the Owners, Residents, and the undersigned Lessee/Residents hereby release the Association, its directors and officers, and the Personnel from any responsibility of liability for loss, theft or damage to the Property and waive any claims with may arise there from.

PACKAGE REGULATIONS

1. Packages will not be held for more than 72 hours. They will return to sender on the 4th day of being held
2. Amount of packages: Not more than 2 per day, up to 5 if it is picked up the same day by 10:00PM. High volume deliveries need to be picked up at the post office, and will not be accepted by Management once deliveries are determined to be excessive. Excessive deliveries are more than 5 packages per day frequently occurring.
3. Package size limit: No larger than 22” x 23” x 23”.
4. Package weight: No more than 35 pounds.
5. Larger packages may be received when Management is notified, and package is scheduled to be picked up on the same day of delivery.
6. Resident has to be present to accept any boxed furniture deliveries or anything larger than the package size limitations.
7. The Association will only receive packages on behalf of residents registered with the Association. If it is addressed to an unidentifiable person, it will not be received. If it is received, it will be returned to sender upon verification of registered tenant.
8. Delivery service is available for residents that are not able to pick up their packages within 72 hours of delivery. Upon notice to Management, resident authorization in writing to use emergency key to access unit to deliver packages, and payment arrangement, the Association will take your package to your unit for the fee of \$10.00 per package.

I have read and understand all of the terms of the Loft Downtown II Condominium Association Release, Indemnity And Hold Harmless Agreement and Package Regulations listed above. I executed it voluntarily and with full knowledge of its significance. The undersigned have executed this release the day and year set forth below.

TENANT

Signature: _____

Printed Name: _____

Date: _____

CO-TENANT

Signature: _____

Printed Name: _____

Date: _____

LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC.

ADDENDUM TO LEASE

THIS ADDENDUM made this _____ day of _____, 20_____, is attached to and forms an integral part of the lease to which it is attached, dated _____ for a term commencing _____ and expiring _____ (hereinafter referred to as the "Lease") by and between _____ (hereinafter referred to as "Owner", "Landlord" or "Lessor") and _____ ("hereinafter referred to as "Tenant" or "Lessee") for the Unit _____ located at Loft Downtown II Condominium Association, Inc., 133 NE 2nd Avenue, Miami, Florida 33132 (hereinafter referred to as the "Unit"). In the event this Addendum conflicts with, varies or modifies the terms and provisions of said Lease, then in such event, the terms and provisions of this Addendum shall control and govern the rights and obligations of the parties.

WITNESSETH:

WHEREAS, Lessor is the owner of the Unit, and wishes to rent and lease said Unit to Lessee; and

WHEREAS, LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC. (the "Association"), pursuant to the Association's Declaration of Condominium (the "Declaration"), has the right to consent of leasing of units within LOFT DOWNTOWN II CONDOMINIUM (the "Condominium") and in connection therewith the Association is requiring that the Addendum to Lease form be executed by Lessor and Lessee.

NOW, THEREFORE, in consideration of the terms set forth herein and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. All capitalized terms set forth in this Addendum shall have the meaning as set forth in the Declaration unless the context otherwise provides.
3. Lessee shall abide by and comply with the provisions of the Declaration of the Condominium and the Association's By-Laws, Articles of Incorporation and Rules and Regulations, and any other documents governing the Condominium, as same may be amended and/or supplemented at any time and from time to time (hereinafter collectively referred to as the "Governing Documents") and shall further comply with all laws, ordinances, regulations and administrative rules applicable to the Unit and/or the Condominium (collectively, the "Applicable Laws"), including, but not limited to Chapter 718, Florida Statutes (the "Condominium Act"). By executing this Addendum, the Lessee acknowledges receipt of the Governing Documents from the Lessor and acknowledges Lessee's review and understanding of same.
4. Prior to the occupancy of the Unit, Lessee, apart from and in addition to any security deposit or other collateral provided by Lessee to Lessor pursuant to the Lease, shall be required to place in escrow with the Association a security deposit in the amount of \$ _____ (the "Security Deposit") equivalent to the sum of one (1) month's rent which may be used by the Association to repair any damages to the Common Elements and/or Association property resulting from any acts or omissions of the Lessee (as determined in the sole discretion of the Board of Directors). The Security Deposit may be held by the Association in a separate non-interest-bearing account, commingled with any other deposits received by the Association in connection with any other leases or rental agreements for other units of the Condominium, in which case the interest earned thereon shall be applied in accordance with Florida Statutes, Section 83.49. In the event any portion of the Security Deposit is used or applied by the Association prior to the expiration of the Lease, Lessor and Lessee shall be jointly and severally responsible for replenishing the Security Deposit to the original amount required hereunder within ten (10) days of demand thereof by the Association, failing with the Lease and Lessee's occupancy of the Unit may be terminated by the Association. Any unused or unapplied portion of the Security Deposit shall be released and refunded directly to the

Lessee (remitter) within fifteen (15) days of Lessee's vacancy of the Unit. In the event the Association applies or otherwise uses any portion of the Security Deposit at any time during or alter the term of the Lease (including within the 15 days following Lessee's vacancy of the Unit), the Association shall notify both Lessor and Lessee in writing of (i) the amount being applied or used of the Security Deposit, (ii) the reason or basis for which a portion of the Security Deposit is being applied or used, and (iii) the requirement that Lessee or Lessor replenish the Security Deposit within ten (10) days of said notice (unless said notice is given at the time of or within the 15 days of Lessee's vacancy-of the Unity, in which case; the requirement that Security Deposit be replenished shall not apply).

5. In the event of any violation by Lessee or Lessee's guests or invitees of the Governing Documents, the Applicable Laws and/or the Condominium Act, Lessee and Lessor agree to be held jointly and severally liable for any and all claims, damages, charges and any other obligations that may be due as a result thereof, including, without limitation, any fines, fees or penalties that the Association may impose against Lessor and/ or Lessee as a result of any said violation. In addition to any other rights or remedies the Association may have, in the event of any violation of the Governing Documents, the Applicable Laws and/or the Condominium Act, the Association may pay any fines, fees or penalties due in connection with said violation from the Security Deposit being held by the Association, or may otherwise collect directly from Lessee and/or Lessor any rental payments that may be due under the Lease as payment for, and to be then applied as a credit against, any such amounts due in connection with such violation. In the event any said amounts are due to the Association for any violations of the Governing Documents, the Applicable Laws and/or the Condominium Act, and if there is no Security Deposit then being held by the Association or if the Security Deposit is insufficient to cover the amounts due, the Lessee shall then immediately pay directly to the Association any and all amounts due to the Association in connection with said violation, provided that if said violation was caused by or due to the act, omission or negligence of Lessor, the Lessee shall then be authorized to deduct the amount paid to the Association in connection with said violation from the next monthly rental payment then due to Lessor. Notwithstanding the foregoing requirements and obligations of Lessee, nothing herein shall waive, eliminate, or otherwise extinguish Lessor's own requirement and obligation to pay for any said violations in the event the Association fails to receive prompt payment from Lessee in connection therewith.
6. In the event of any damage or destruction to any property of the Condominium or of any resident of the Condominium caused by Lessee or any guest or invitee of Lessee, Lessee and Lessor agree to be held jointly and severally liable for any and all costs, expenses, charges and any other obligations associated with the repair, restoration and/or replacement of said property. In addition to any other rights or remedies the Association may have, in the event of any such damage or destruction of property by Lessee or any guest or invitee of Lessee, the Association may pay for the repair, restoration and/or replacement of same from the Security Deposit being held by the Association, or may otherwise collect directly from Lessee and/or Lessor any rental payments that may be due under the Lease as payment for, and to be then applied as a credit against, any such amounts due in connection with such damage or destruction of property. Lessee hereby expressly acknowledges and agrees that should any amounts be due to the Association or to any resident of the Condominium for any damage or destruction of property of the Condominium or of any resident thereof caused by Lessee or any guest or invitee of Lessee, then the Lessee agrees to pay any and all rent payments due under the Lease directly to the Association, either for itself or on behalf of the resident whose property was damaged or destroyed, until the full amount due for the repair, restoration and/or replacement of said property has been paid. Notwithstanding the foregoing requirements and obligations of Lessee, nothing herein shall waive, eliminate or otherwise extinguish Lessor's own requirement and obligation to pay for any damage or destruction of property caused by Lessee or any guest or invited of Lessee in the event the Lessee fails to pay for same directly, such that the Lessor shall be jointly and severally liable with the Lessee to the Association to effect and pay for any repair, restoration and/or replacement of any damage or destruction caused by lessee or any guest or invitee of Lessee.
7. In the event Lessor is delinquent in the payment of any regular maintenance assessments or special assessments due to the Association by more than ten (10) calendar days after the date same may be due, the Association shall notify the Lessor of such delinquency by certified mail to the last address furnished to the Association by Lessor and shall

also notify Lessee of same by regular mail to the Unit address. Upon receipt of such notice, Lessee shall immediately pay to the Association the amount of such delinquent assessment, including late fees, interest, collection costs and attorney's fees (if any), and shall deduct such sums paid to the Association from the next rental payment due under the Lease. In the event the amount due to the Association exceeds the monthly rental amount due by the Lessee under the Lease, the full monthly rental payment due under the Lease shall then be payable by the Lessee directly to the Association. Notwithstanding the foregoing, in the event the sums owing to the Association exceed the Lessee's rental payment, Lessee shall not be obligated to pay to the Association any sums in excess of the periodic monthly rental payment then due under the Lease. If any maintenance assessments, special assessments or other amounts due to the Association are in excess of the regular monthly rental payments due under the Lease, the Lessee is hereby authorized and directed to pay each and every monthly rental payment due under the Lease directly to the Association, which shall be credited against the payments due under the Lease, for so long as and until all amounts due and owing to the Association have been paid in full, upon which the Lessee shall resume making the rental payments due under the Lease directly to Lessor. Any rental or lease payments received by the Association shall be first applied to all past due maintenance assessments and/or special assessments and the corresponding late fees, interest and/or penalties assessed in connection therewith, then to current assessments, and lastly to any other amounts due to the Association. Any rental payments received by the Association in excess of the amounts due thereto shall be thereafter paid to Lessor by the Association. Any setoffs or deductions to the monthly rental payment by the Lessee in accordance herewith shall at no time constitute a default by Lessee of Lessee's obligations under the Lease or otherwise entitle Lessor to evict the Lessee or seek any other remedy under the Lease as a result of such rental payments being made to the Association.

8. In the event the Lessee fails to pay any violations; delinquent maintenance assessments, special assessments and/or any other amounts due to the Association or any resident of the Condominium pursuant to this Addendum, including, without limitation, any and all times, fees, penalties and costs incidental thereto, the Lessee shall then be deemed to be in default under the Lease and this Addendum, and, in addition to any and all other remedies that may be available to the Association, the Lessee may be evicted as provided under Paragraph 9 hereof. The collection of rental payments from the Lessee shall not be deemed an election of an exclusive remedy, and the Association may still proceed to collect delinquent assessments from Lessor or any other obligor in accordance with the Governing Documents, Applicable Laws, and the Condominium Act, including but not limited to, the filing of claim of lien, foreclosure, and an action for monetary damages.
9. Lessee agrees to abide by this Addendum, the Governing Documents, Applicable Laws, and the Condominium Act. If Lessee fails to comply with this Addendum, the Governing Documents, Applicable Laws, or the Condominium Act then in effect, Lessor shall promptly commence all necessary actions to evict Lessee. If Lessor fails to promptly commence said eviction proceedings against Lessee (in no event later than 10 days after receiving notice thereof from the Association), the Association may, in addition to any other remedy that may be available to the Association, commence proceedings to and procedurally evict the Lessee from the Unit, without the joinder or any further action, authority or consent of Lessor. In connection therewith, Lessor hereby authorizes and appoints the Association as Lessor's authorized agent, and unconditional attorney-in fact, to initiate and effect eviction proceedings against Lessee. In the event the Association files an action for eviction against Lessee, the Lessor and the Lessee shall be jointly and severally liable for all attorney's fees and costs, including appellate proceedings. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings or to preclude the Association from pursuing any other available legal remedies. Nothing herein shall at any time preclude or extinguish any rights or remedies of the Association to pursue and collect from the Lessor or any other obligor any and all amounts then due to the Association, whether through the filing of a claim of lien, foreclosure or otherwise, due to the commencement of eviction proceedings (or failure thereof) against the Lessee by the Association.
10. Lessee shall not be entitled to occupy the Unit prior to the completion of the Association's Lessee Registration Process and written confirmation from the Association of proper completion of such registration process.

Additionally, every Lease shall be subject to review and consideration by the Association such that should the term of the Lease be for a period of one (1) month or greater, or should the Lease be renewed, whether automatically or by way of any extension agreed upon by Lessor and Lessee, said Lease shall require the written confirmation of the Association whereby the lessor and lessee thereunder shall be subject to the same conditions and qualifications as required during the initial registration process. In the event the Lessee should occupy the Unit prior to receipt of written confirmation from the Association, or if the Lease is extended without the knowledge of the Association, Lessee's Registration Package to lease the Unit shall be deemed automatically withdrawn and null and void, which shall then accordingly invalidate the Lease and preclude any Occupancy of the Unit by Lessee. Should any Lease be invalidated pursuant to this provision, the Association may, in addition to any other remedy that may be available to the Association, commence proceedings to and procedurally evict the Lessee from the Unit, without the joinder or any further action, authority or consent of Lessor, as further provided in Paragraph 9 herein above.

- 11. No lease of a Unit shall be for a period of less than thirty (30) days or for a period of more than two (2) years, and there shall be no more than twelve (12) leases of a Unit permitted in any calendar year (i.e., not more than twelve (12) leases shall commence during any calendar year).
- 12. **The Unit shall be possessed, occupied, and utilized solely for the purpose of a private single family residential dwelling and for no other purpose. Lessor and Lessee jointly and severally warrant and represent that the only occupants of the Unit will be the following individuals:**

- 13. The Association and/or its authorized agent(s) shall have the irrevocable right to have access to the Unit as may be necessary for inspection, maintenance repair or replacement of any Common Elements accessible therefrom, or for making emergency repairs necessary to prevent damages to the Common Elements or other units.
- 14. Upon any default by Lessee or Lessor of this Addendum, any of the: Governing Documents, Applicable Laws and/or the Condominium Act, which is then not cured within ten (10) days of any notice thereof, in addition to any other rights or remedies that may be available to the Association, the Lesser and Lessee hereby irrevocably pledge and assign to the Association the Lease and/or all right, title and interest to all rental payments and any other amounts payable under the Lease.
- 15. The Lessee shall not assign the Lease, nor sublease or permit the Unit or any part thereof to be used by others not properly registered with the Association.
- 16. The Lessee agrees not to keep anything in the Unit which will increase the insurance rates of the Association or interfere with the rights of other residents of the Association by creating unreasonable noises or otherwise; nor shall Lessee commit or permit any nuisance, immoral or illegal act in the Unit, or on the Common Elements, or the Limited Common Elements.
- 17. There shall be no extensions or renewals of the Lease without the prior written acceptance of the Association.
- 18. Lessee and Lessor specifically acknowledge that as for the expiration date of the term of the Lease; unless the appropriate consent of the Association has been obtained for an extension or renewal of the Lease, the Lessee shall have no access or use rights in the Association's property, including, but not limited to, all Common Elements and amenities except as an invited guest.
- 19. In the event the Lease or Lessee's occupancy of the Unit is terminated by Lessor or the Association for any reason as provided herein or elsewhere in the Lease, Lessee and Lessor specifically acknowledge that the Association shall have the authority to immediately deactivate and/or terminate all entry devices and/or other means for the

Lessee to access the Condominium and/or the Unit and to further remove by any reasonable means, any and all property (including Vehicles) that Lessee may have in, on or about the Unit and/or the Condominium property as of the expiration date or applicable termination date of the Lease.

- 20. When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders as appropriate.
- 21. The partial or complete invalidity of any one or more provisions of this Addendum, or any other instrument required to be executed by Lessee in connection with the leasing of the Unit, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted. The failure of any party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Addendum, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.
- 22. Nothing contained in the Lease, this Addendum, or the Governing Documents shall in any manner: (i) be deemed to make the Association a party to the Lease or this Addendum except to the extent that the Association is an intended third party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce its rights hereunder; (ii) create any obligation Or liability on the part of the Association to the Lessor or Lessee, including, without limitation, any obligation as a landlord under applicable law or any liability based on the Association’s registration of the Lessee pursuant to the Declaration, such registration being solely for the benefit of the Association or (iii) create any rights or privileges of Lessee under the Lease, this Addendum, or the Governing Documents as to the Association.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the date and year first above written.

Signed, sealed, and delivered in the presence of:

OWNER/LESSOR(S)

LESSEE(S)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Receipt of this Addendum to Lease is acknowledged by Loft Downtown II Condominium Association, Inc. this _____ day of _____, 20____.

LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC.
c/o KW Property Management & Consulting

Signature: _____

Print Name: _____

Title: _____

PET REGISTRATION

Unit # _____

Tenant Owner *(Circle One)*

The Association Regulations require all residents to register their pets. Pets must meet the criteria detailed in the Rules and Regulations of the Association. Please complete this form for each pet being registered.

- ☐ Please complete, sign, and date the pet registration form.
- ☐ Attach a copy of the pet license and vaccination records.
- ☐ Attach a picture of your pet.

1- Pet Owner's Name: _____ Telephone: _____
Email: _____ Type of Pet: _____
Pet Name: _____ Color: _____
Age: _____ Weight: _____ Sitting Height: _____
Breed: _____ Pet's License/Tag Number: _____
Distinctive Markings: _____

2- Pet Owner's Name: _____ Telephone: _____
Email: _____ Type of Pet: _____
Pet Name: _____ Color: _____
Age: _____ Weight: _____ Sitting Height: _____
Breed: _____ Pet's License/Tag Number: _____
Distinctive Markings: _____

I/We have read and understand the Association Pet Policy and Rules and Regulations. I/We agree to abide by them and acknowledge that any infraction of the Rules and Regulations can result in fines being levied to the Owner and/or Tenant.

I/We further understand that if the pet becomes a nuisance, annoyance or interferes with the rights or enjoyment of others including, but not limited to any noises or smells emanating from the pet or the premises, I/we agree to provide alternate housing for the pet.

I/We will notify the Association in the event of any change in this registration. I understand that I am required to provide the license renewal on a yearly basis when expired.

UNIT OWNER(S)/LANDLORD(S)

TENANT(S)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC.

PET GUIDELINES (In part of the Rules and Regulations)

PETS

33. All pets must be registered with proper documents as required by the Association; a photo must be taken of them to register in the Association database. Registration forms must be submitted at the time an owner or tenant registration package is submitted to management or at the time a current resident obtains a pet.
34. Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than (6) feet long.
35. All dogs must be on a leash and controlled in common areas & elevators.
36. All Residents are responsible to clean or pick up and dispose of their pet's debris immediately.
37. All pets may not exceed 30 lbs. and 22 inches while sitting without the Boards approval.
38. Dog by State law must be curbed. The sidewalk and building planter is not a curb. The curb is where the sidewalk meets the street pavement. Violation fine(s) apply to any owner, resident, guests, or invitee, that allows their pet to use the landscape areas, sidewalks, loading docks, employee parking lot, or other interior gardens to relieve themselves.
39. No Pitbulls or animals that the Board of Directors consider dangerous will be permitted in Loft Downtown II.
40. Unruly or misbehaving dogs will be required to wear a muzzle 1n the building public areas.
41. In no event shall dogs ever be allowed to be walked or taken on/in any recreational facilities within the Condominium Property. In no event shall dogs ever be allowed to be taken in the pool. In no event shall pets be taken to common areas that are not easements or walkways/passages to the exterior of the property. They must not be walked in exterior common areas such as loading areas, employee parking lot, and building landscape areas.
42. Pet Limitations: One pet is permitted in a one-bedroom unit, two pets are permitted in a two-bedroom unit.
43. Pets may not be left on the balcony at any time.
44. Pets may not be left unattended for an extended period of time which may result in excessive barking and nuisance to neighbors.
45. Violation notifications will be sent to units where pets are causing any type of nuisance. Violation fines will apply to the maximum amount permitted by law.
46. Residents are not permitted to have pets on the property that are not registered with the Association. Guests with pets will not be permitted access to the building or common areas and facilities. Guests with service pets should arrive with the service vest on the pet and the proper documentation to present to front desk. Any resident that is found with a pet that is not registered will be automatically fined \$100.00 per day until the pet it removed from the property, up to the maximum amount permitted by law.
47. Any pet that becomes an excessive nuisance to other Residents will be demanded to be removed immediately.

Unit Owner(s)/Landlord(s) (_____) (_____) and Tenant(s)/Lessee(s) (_____) (_____) acknowledge and understand all Pet Guidelines included above.



ACKNOWLEDGEMENT OF RECEIVING ASSOCIATION RULES & REGULATIONS

I/We acknowledge that a copy of the Rules and Regulations and Violations Procedures for the Loft Downtown II Condominium Association, Inc. was provided to me with the Tenant Registration Package for Unit _____.

TENANT

Signature: _____

Printed Name: _____

Date: _____

CO-TENANT

Signature: _____

Printed Name: _____

Date: _____

I/We have read, understand and are aware of the Downtown II Condominium Association Rules and Regulations and Violations Procedures agree to abide by them at all times.

I/We understand that any violation of terms, provisions, conditions, and covenants of the Association documents provides causes for immediate action as therein provided or termination of the leasehold under appropriate circumstances. Owner(s) is responsible for the cost of eviction of any tenants(s) upon request of the Association.

UNIT OWNER(S)/LANDLORD(S)

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

TENANT(S)

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____



Form is not to be turned in to the Association.
It must be submitted directly to the MPA office
by email at customerservice@miamiparking.com

Alejandra Argudin
Chief Executive Officer
40 NW Third Street
Suite 1103
Miami, FL 33128
Phone (305) 373-6789
Fax (305) 371-9451
www.miamiparking.com

*****Office Use Only*****

GARAGE: College Station Garage

CUSTOMER NUMBER: _____

CARD NUMBER: _____

*****Customer Information*****

BILLING INFORMATION

Customer Name: _____

Residence Address: _____ Unit Number: _____

City: _____ State: _____ Zip Code: _____

Business Phone: _____ Home Phone: Fax: _____

_____ Mobile: _____

Driver's License No: _____ State: _____

E-Mail: _____

CAR INFORMATION

Make: _____ Model: _____ Year: _____

TAG NO: _____ STATE: _____

This application is made upon the understanding that you (the applicant) agrees to the following:

1. Payment is due by the 25th of each month. Payment is assessed for the month in advance.
2. Loft resident will be registered on the MPA website and enroll in monthly recurring billing.
3. Payments are deducted on the 15th of the month or the next business day.
4. Failure of payment will result in keycard deactivation; no refunds will be issued for any fees paid by Loft resident due to keycard deactivation for lack of monthly payment.
5. Failure to pay may result in termination of monthly agreement contract and use of the garage as a monthly keycard holder.
6. Keycards shall be utilized one per vehicle / per unit (only).
7. The keycard has a one in, one out function, failure to comply will result in paying to exit or risk of MPA revoking your parking privilege due to abuse.
8. No refunds will be issued to habitual lost or misplaced keycard holder.
9. Any attempt to misuse keycard may result in revocation of all parking rights and forfeit of any payments made.
10. The access card is not assigned to any specific vehicle, it is assigned to the customer, however; vehicle license plate is required. Change of plates must be notified in writing to customerservice@miamiparking.com

11. Replacement/activation fee for keycard is \$15.00 and is subject to change without notice. This fee is nonrefundable.
12. No proration on any fees.
13. Keycard activation is from time of payment until the end of the current month (please see #12).
14. Miami Parking Authority shall not be liable for any vehicle loss, damage, or delays in parking to any cause whatsoever, including, but not limited to, automated equipment failure, weather, fire, explosion, accident, theft, breakdown of service, and the applicant releases the Miami Parking Authority from all such liability.
15. Miami Parking Authority shall not be responsible or liable for personal property located within, on, or about the motorvehicle.
16. Motorcycle customers are to register their license plate number with MPA and are to park in the designated "motorcycle parking only" section within the college station garage 3, unregistered motorcycles will be towed at the owner expense.
17. Garage cannot be used for storage. If a vehicle is left unattended for over 30 days, the vehicle will be considered abandoned and will be subject to tow and ticketed unless notified in writing to MPA_ customerservice@miamiparking.com prior to leaving the vehicle in garage.
18. One keycard per unit. Additional keycard will be subject to regular garage monthly cost.

If you have any questions or need information, please contact our Customer Service Department at (305)373 -6789 ext. 202. Thank you for choosing Miami Parking Authority as your parking provider.

Customer Signature _____ **Date** _____

Customer Print _____



Loft Downtown II Condominium Association, Inc. c/o KW Property Management & Consulting
133 NE 2nd Ave, Miami, FL 33132, Telephone (305)704-7638

ELEVATOR RESERVATION FORM

Full Name: _____ **Unit #:** _____
Contact Number: _____ **☐ Tenant ☐ Owner**
Email: _____ (Circle One)

Reservation Date: _____ **Time Slot:** ☐ 8:00 AM – 12:00 PM or
☐ Willing to share use with another unit ☐ 1:00 PM – 5:00 PM

Reservation Area:

☐ Main Service Elevator ☐ East Elevator (only for units 01 & 02 on floors 2 through 8 on east side of building)

Reservation Request Type: (prior coordination and vendor approval required with Management)

- ☐ Move In ☐ Move Out ☐ Appliance/Furniture Delivery
☐ Appliance/Furniture Removal (dumping in building's trash areas not allowed)
☐ Elevator Use for Delivery of Materials for Approved Work In Unit
(Architectural Approval Required from Management Prior to Reserving)

With form please include:

- ☐ \$500.00 Refundable Elevator Deposit or \$1000.00 Refundable Construction Deposit
(made payable to Loft Downtown II- personal checks accepted, please include unit number in the check memo)

RESIDENT MOVE IN/MOVE OUT, DELIVERY, AND VENDOR POLICY

- All moves and deliveries must be scheduled with the Management Office in advance.
- Notice for any moves must be given at least fourteen (14) days prior in order to properly schedule a reservation for the designated elevator for service. Any other deliveries must be scheduled no less than forty-eight (48) hours in advance.
- Moving vehicles are permitted to park in designated receiving areas only.
- Moving, delivery, and vendor schedule: Monday-Friday 8:00AM-5:00PM (no weekends or holidays).
- Moving vendors must register in advance with the Management office.
- You must provide Management with the moving company's certificate of insurance with the proper coverage required by the building.
- Moving/Delivery company is responsible for the disposal of boxes and packing materials.
- **\$500.00 ELEVATOR DEPOSIT AT THE TIME OF SCHEDULING THE ELEVATOR IS REQUIRED FOR MOVE IN/OUT AND DELIVERIES. *The elevator deposit will be returned upon inspection of elevator and assuring no damages to the common areas. Any damages or required over the deposit will be charged to the unit ledger for payment.***
- ***Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries.***

VENDOR REGULATIONS:

- Vendors must register in advance with the Management office and provide proper business license and certificate of insurance with the proper coverage required by the building.
- All construction work in units requires prior written approval of the Association. Owners must submit in advance an architectural application for construction work at the unit prior to conducting any work at the unit or scheduling the service elevator for use.
- For access to the building by a contractor, vendor, or service person, prior registration with the Management office is required. Proof of licensure, insurance, and permitting is required and strictly enforced.
- All work including cutting materials, painting, carpeting, etc. must be performed inside the apartment or off the premises. The foyers, hallways, stairwells and balconies are NOT to be used as work areas.
- Materials must be transported through the service elevator. This must be scheduled with the Management office no less than (48) hours prior to service.
- No disposal of any construction material is permitted on common areas (hallways, stairwells, down the trash chute, etc.).
- **\$1000.00 DEPOSIT REQUIRED FOR CONSTRUCTION WORK USE. *The work deposit will be returned upon inspection of elevator and assuring no damages to the common areas. Any damages or repairs required over the deposit will be charged to the unit ledger for payment.***

Elevator scheduling is on a first come first serve basis and must follow regulations above. Management cannot guarantee availability on a specific date as there is a maximum amount of moves permitted per day.

I/we understand and are aware of the Loft II Condominium Associations Move In/Out, Delivery, and Vendor Policy and agree to abide by them. I/we take full responsibility of damages caused by the scheduled use.

UNIT OWNER/LANDLORD(S)

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

TENANT(S)

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC.

Signature: _____

Printed Name: _____

Position: _____

Date: _____

☐ Approved

☐ Denied

Signature: _____

Printed Name: _____

Position: _____

Date: _____

☐ Approved

☐ Denied

Inspection Date & Time: _____

☐ Deposit Released by _____ (initials)

LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC.

RULES & REGULATIONS (UPDATED 2021, REV 2023)

These Rules & Regulations are designed to set & maintain high standards of appearance and behavior that enable all residents to enjoy living at the building and enhance the value of your homes. They 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. Please keep in mind that the Association uses security cameras to monitor the Rules and Regulations listed below. The Rules and Regulations shall apply to Owners, Tenants, Residents, Guests and Invitees, even if not specifically so stated. Violations of these Rules & Regulations will result in fine(s) as set forth in the Declaration of the Condominium and Florida Statutes.

PLEASE SEE BELOW FOR DETAILS.

APPEARANCE OF BUILDING AND GROUNDS

1. The uniform color scheme of the exterior appearance of units, doors, windows, fences may NOT be changed by the owners.
2. ALL moves, of any kind, and ALL deliveries MUST be scheduled with the Management office. Any moves or deliveries NOT on the schedule will be turned away at the owner and/or resident's expense.
3. All construction pertaining to units must be done Monday through Friday, 8:00AM - 5:00PM. NO construction will be permitted on Saturdays, Sundays, after permitted hours or on Holidays.
4. All moving & deliveries pertaining to units must be done Monday - Friday 8:00AM – 5:00PM. NO moving or deliveries will be permitted on Saturdays, Sundays, after permitted hours or on Holidays.
5. Large boxes or items that do not fit on valet cart must go through receiving area and service elevator must be used.
6. Trash chute courtesy hours are 7AM—11PM.
7. Items must be bagged before placing them in the trash chute.
8. No loitering or hanging out in lobbies is permitted.
9. No laptop use is permitted in the lobbies. Please use Clubroom or pool decks for Wi-Fi use.
10. Owners are responsible for maintaining their own exterior doors and door surroundings. If Maintenance needs to paint or repair doors due to resident's negligence, the unit owner will be responsible for the repair or paint charge.
11. Valet carts may not be used for scheduled move in or move outs.
12. Broken windows, door locks or trim are the unit owner's responsibility and must be replaced as soon as possible with new items of identical appearance.

13. No signs, advertisements, notices, or other graphic lettering shall be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of the condominium or association property, except signs used or approved by Management on behalf of the Board of Directors.
14. No awning, canopy, shutters, or other projection shall be attached to or placed upon the outside walls of the building.
15. Satellite dishes may not be installed on common areas or balcony railings. Please consult with the management office for further details.
16. Unit Owners/Tenants shall not affix, attach, hang, display or place any items on the exterior walls, doors, balconies, or windows of the building. The only exception will be to display a United States flag in a respectful way, on Armed forces day, Memorial Day, Flag Day, Independence Day and Veterans Day; provided the official flag is not larger than 4 1/2 feet by 6 feet.
17. Blinds, curtains, or drapes (or lining thereof) which face on exterior windows or glass doors must be white or off-white in color. Window treatments not meeting these requirements must be removed. The Board may determine at its own discretion the approval or disapproval of "off white." Bed sheets or linens may not be used as curtains.
18. No unit shall place any aluminum foil, reflective or tinted substance, or unsightly materials in/on any window or glass doors unless approved in writing, in advance by the Board of Directors.
19. No air-conditioning units may be installed by Owners/Tenants or hang on windowsills.
20. No Bicycles, ladders, or any other article other than patio-type furniture & plants shall be placed on the balconies, patios, or other common areas.
21. No linens, clothing, curtains, rugs, mops, or laundry of any kind shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the condominium or association property.
22. Propane or charcoal barbecue units may not be stored or used on Owner/Tenant balconies per City of Miami Fire Regulations.
23. Sidewalks, entrances, passages, and lobbies shall not be obstructed. Groceries, deliveries, or any other articles must not be stored/or placed even if for temporary purposes in such areas.
24. Unit Owners/Tenants must store personal property in their respective units.
25. No items may be left on the stairways, hallways, corridors, or trash chute rooms. Large items must be broken down and placed in dumpsters in West Receiving Area.
26. No decorations or floor mats are permitted in the hallways & corridors unless approved by the Board of Directors. Large ornaments in corridors or hallways must not impede normal traffic.
27. All decoration in hallways and corridors approved by the Board of Directors will be the unit owner's responsibility.
28. Bicycles/Scooters/Motorcycles (pushed or powered) may not be left outside units or on property sidewalks. All bicycles must be parked in a rack where one is provided.

29. No smoking is permitted anywhere in the building, including pool decks, clubroom, hallways, lobbies & stairways.
30. Smokers who habitually smoke cigarettes outside their unit must use ashtrays and not litter the area with cigarette butts. Throwing cigarette butts or debris from balconies will result in a \$100.00 fine as permitted by law.
31. To prevent fire safety violations, no large objects obstructing egresses or floor mats are allowed in front of doors in the corridors.
32. Owners, and Tenants, Residents, Guests and/or Invitees, are not permitted to sit on any exterior or interior planters of the building.

PETS

33. All pets must be registered with proper documents as required by the Association; a photo must be taken of them to register in the Association database. Registration forms must be submitted at the time an owner or tenant registration package is submitted to management or at the time a current resident obtains a pet.
34. Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than (6) feet long.
35. All dogs must be on a leash and controlled in common areas & elevators.
36. All Residents are responsible to clean or pick up and dispose of their pet's debris immediately.
37. All pets may not exceed 30 lbs. and 22 inches while sitting without the Boards approval.
38. Dog by State law must be curbed. The sidewalk and building planter is not a curb. The curb is where the sidewalk meets the street pavement. Violation fine(s) apply to any owner, resident, guests, or invitee, that allows their pet to use the landscape areas, sidewalks, loading docks, employee parking lot, or other interior gardens to relieve themselves.
39. No Pitbulls or animals that the Board of Directors consider dangerous will be permitted in Loft Downtown II.
40. Unruly or misbehaving dogs will be required to wear a muzzle in the building public areas.
41. In no event shall dogs ever be allowed to be walked or taken on/in any recreational facilities within the Condominium Property. In no event shall dogs ever be allowed to be taken in the pool. In no event shall pets be taken to common areas that are not easements or walkways/passages to the exterior of the property. They must not be walked in exterior common areas such as loading areas, employee parking lot, and building landscape areas.
42. Pet Limitations: One pet is permitted in a one-bedroom unit, two pets are permitted in a two-bedroom unit.

43. Pets may not be left on the balcony at any time.
44. Pets may not be left unattended for an extended period of time which may result in excessive barking and nuisance to neighbors.
45. Violation notifications will be sent to units where pets are causing any type of nuisance. Violation fines will apply to the maximum amount permitted by law.
46. Residents are not permitted to have pets on the property that are not registered with the Association. Guests with pets will not be permitted access to the building or common areas and facilities. Guests with service pets should arrive with the service vest on the pet and the proper documentation to present to front desk. Any resident that is found with a pet that is not registered will be fined \$100.00 per day until the pet is registered or removed from the property, up to the maximum amount permitted by law.
47. Any pet that becomes an excessive nuisance to other Residents will be demanded to be removed immediately.

CLUBROOM RENTAL & INDIVIDUAL USE

48. Clubroom hours are from 6:00 am to 11:00 pm daily.
49. The Clubroom will be rented to residents only. (Details provided in the Management office).
50. All reservations must be made at least one (1) week in advance.
51. The Clubroom will not be rented on holidays or for holiday weekends.
52. When the Clubroom is rented for parties, alcohol may not be consumed outside the clubroom area.
53. A non-refundable cleaning fee will be charged for the cleaning of the Clubroom. The renter must dispose of all food & party supplies at the end of party.
54. A security guard must be present on site at the party at all times until completion of the event. Security guards must be obtained through Association's security company. If the guard is asked to stay longer than the anticipated time, the extra coverage will be taken out of the Security Deposit.
55. Residents may have no more than (5) guests at a time in the Clubroom and will be held responsible for their guest actions.
56. Residents must leave Photo ID in order to check out billiard supplies.
57. No food or drinks are permitted in the Clubroom at any time unless it is rented out by Management.
58. No sleeping will be permitted in the Clubroom.
59. Residents may not touch stereo equipment at any time. (Please ask Management or security for assistance).
60. Children under the age of 15 in the Clubroom must be accompanied by an adult at all times.

POOL RENTAL & INDIVIDUAL USE

62. Under no circumstances will the roof top pool deck be rented to Residents.
63. The lower pool deck will be rented to residents only. (Details provided in the Management office).
64. All reservations must be made at least one (1) week in advance.
65. The lower pool deck will not be rented on holidays or for holiday weekends.
66. When the lower pool deck is rented for parties, alcohol may not be consumed outside the pool deck area.
67. A non-refundable cleaning fee will be charged for the cleaning of the Pool Area. The renter must dispose of all food & party supplies at the end of party.
68. A security guard must be present on site at the party at all times until completion of the event: Security guard must be obtained through Association's security company. If the guard is asked to stay longer than the anticipated time, the extra coverage will be taken out of the security deposit.

SWIMMING POOL

70. The Pools & Jacuzzi hours are strictly from Dawn to Dusk per Health Department.
71. Proper bathing attire must be worn at all times. No topless bathing is permitted at any time.
72. Residents are limited to two (2) pool guests at a time.. Residents must stay with their guests and are responsible for their behavior.
73. Shoes and shirts or proper cover-ups must be worn in lobby & the inside common areas at all times. Bathing attire is not allowed in the building.
74. Children under the age of 15 at the pool must be accompanied by an adult at all times.
75. There is no lifeguard on duty at the pool.
76. The Association is not responsible for any losses, injuries, or accidents. Running, pushing or other horseplay, use of raft, tubes, balls etc. is not permitted in the pool area.
77. Nuisances of any kind will not be permitted on the pool deck. Violation of this rule may result in removal of pool privileges for remainder of the day/night.
78. Headphones must be used with radios/stereos at all times to avoid breaking the nuisance policy.
79. Legal action will be taken against any person who misuses pool Life Safety Equipment.
80. Drinks are permitted in plastic containers or cans only. No glass or other breakable objects will be permitted in the pool area at any time, for any reason.
81. No drinking, eating, or smoking is permitted in the pool or Jacuzzi at any time.

- 82. No smoking is permitted on the pool decks at any time.
- 83. When the pool area is crowded, chairs & tables may not be reserved.
- 84. Infants or toddlers must wear proper swimming attire and plastic cover diapers at all times.

SPA / FITNESS ROOM

- 85. Gym hours are from 6 am to 11 pm every day.
- 86. Residents may have no more than (1) one guest with them in the gym.
- 87. Smoking, food or beverages, besides bottled water is not permitted in the exercise room.
- 88. Residents whose occupation is personal training may not use the Loft 2 Gym as a business by bringing in outside guests into the building. This causes a liability on the association and Gym privileges will be revoked immediately if caught.
- 89. Residents must leave equipment in its proper place. Equipment may not be removed from the exercise room.
- 90. Exercise equipment cannot be reserved.
- 91. Proper exercise attire must be worn at all times.
- 92. Towels must be used on gym equipment at all times.
- 93. Gym equipment must be wiped down after use.
- 94. No one under the age of 15 is permitted in the Gym/Spa without adult supervision.
- 95. The Association is NOT responsible for any Gym/Spa related losses injuries, or accidents.
- 96. All personal trainers are the unit owner's responsibility.
- 97. All weights must be put back in their designated place/area.
- 98. Kick boxing, jump roping, slams, or wall climbs or other forms of calisthenics are not permitted in the gym. Please use the pool deck to perform these exercises. Performing any of the acts above in the Gym will result in violation fine(s) as permitted by law.
- 99. Dropping of any weights on the gym floor, banging of cable tension weights or misuse of equipment is strictly prohibited. Violation of this rule will result in violation fines as permitted by law and removal of Gym privileges for up to one (1) month.

MISCELLANEOUS

- 100. Mandated by City of Miami Code Enforcement: no loud music or noise will be permitted after 11:00PM.

101. No one under the legal age drinking age may consume alcoholic beverages on Loft Downtown II property at any time.
102. Garbage, trash containers or discarded furniture may not be left in hallways, corridors, or parking garages at any time. Breakdown or removal of large item or furniture by Residents will be charged to the Owners Account.
103. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in units or common areas at any time. A Unit Owner/Tenant who plans on being absent during the hurricane season must notify Management with contact information in the event hurricane damage is caused to their unit.
104. Upstairs or adjacent owners are responsible for damages if their water pipes leak water into a downstairs or adjacent unit.
105. Employees of the Association are not to be sent out by unit, owners or occupants for personal errands. Management shall be solely responsible for directing and supervising employees of the Association.
106. Children will be the direct responsibility of their parents or legal guardians, including full compliance by them with these Rules and Regulations and all other Rules and Regulations of the Association. Loud noises will not be tolerated and all children (15) years of age and under must be accompanied by a responsible adult when entering and/or utilizing the Loft Downtown II common areas.
107. No unit owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his unit in such a manner as to disturb or annoy other residents.
108. No unit owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
109. No unauthorized posting of any kind in elevators, mailroom or any other common area is permitted. Authorization is granted by a majority vote by the Board of Directors.

BUILDING & PARKING ACCESS

110. Front Desk will not receive or hold unit keys, access cards or parking fobs under any circumstances.
111. No guests, realtors, housekeepers, delivery people or contractors will be granted access to a floor, stairs, or unit at any time unless a prior authorization from Resident to Management Office or Front Desk is received.
112. No unit keys, access cards, or parking fobs will be given to guests, realtors, housekeepers, delivery people or contractor at any time. Unit owners must provide ALL access at ALL times.
113. Realtors must provide a Real Estate Contract & proper ID for a specific unit before access to a unit is given.
114. Contractors must provide a completed Loft Downtown II Construction Package with Work Permits, Insurance, and Worker's Comp & Construction deposit before access is granted to a unit or deliveries are made.

115. In regard to New Owners, keys & access cards will not be given to anyone other than the unit owner without a Power of Attorney.
116. Access Cards found with unauthorized people/guests/residents will automatically be deactivated and violation fine(s) will apply as permitted by law.
117. Each Registered Resident is allowed one (1) building Access Card. Additional cards will be deactivated. Lost cards can be purchased at the Front Desk, at such time, the old Access Card will be deactivated.
118. Residents MUST have Access Cards & Photo IDs at all times when using Common Areas.
119. Access Cards MUST be used to access all entrances. Failure to carry Access Card which requires front desk to open doors will result in a warning and require Resident to present Identification. After initial warning, violation fine(s) may apply as permitted by law.
120. Each unit is allowed one (1) Parking Garage Gate Card at the Miami Parking Authority (MPA) contracted rate. Registration must be completed directly with the MPA office.

LEASED UNITS

121. The Association must receive a completed tenant registration package along with the related fees and/or deposits no later than five (5) days prior to the commencement of the lease agreement.
122. The elevator is scheduled on a first come first serve basis.
123. Association MUST be provided with a copy of an applicable lease.
124. The owner shall have NO right to lease his unit if at the commencement of the lease; the Owner is delinquent in the payment of Assessments to the Association or has an outstanding fine.
125. No lease shall be for a period of LESS than thirty (30) days or for a period of more than two (2) years and there shall be no more than twelve (12) leases of a unit permitted in any calendar year.
126. If an Owner/Tenant is caught subleasing their unit or leasing it out for **LESS THEN 30 DAYS** at a time, their leasing privileges will be revoked, unit will be fined, and access cards will be immediately deactivated.
127. Association MUST be provided a security deposit equivalent to one month's rent must be given by the Tenant to the Association prior to the commencement of the lease term.
128. Association MUST be provided with an Association Lease Addendum signed by both Owner & Tenant.
129. If an owner is NOT occupying their unit themselves and has a guest, family or friends occupying their unit RENT FREE for less than 30 days, the guest, family or friend must complete the Guest Registration form & provide at least \$1000 Security Deposit.
130. If Tenant/Owner has pets, the Association MUST be provided with a completed Pet Registration form.

GUESTS REGISTRATION

132. If a Resident has a Guest staying with them in their unit for less than 30 days and can NOT be with them at all times to access the lobby doors and elevators, they MUST complete a Guest Registration Form.
133. Registered Residents MUST be present with Management when completing Guest Registration Form.
134. With the exception of exiting & entering the building, Guests MUST be with Registered Residents at ALL times throughout building & Common Areas. Failure to comply with this Rule will result in loss of deposit.
135. If Guest will be staying longer than anticipated (No More the 30 Days), the Registered Resident must notify Management in person as soon as possible.
136. Guests found using a Registered Residents Access Card will cause automatic deactivation of the Access Card & the Unit will be Fined as permitted by law.

MAINTENANCE FEES

140. Maintenance payments are due on the first day of each month.
141. After a ten (10) day grace period, \$25.00 is charged on all unpaid assessment.
142. After 10 days an initial warning letter and a request for payments will be sent to those paying late.
143. If a notice has been issued and a unit is still late on assessment(s), the Board of Directors reserves the right to take legal action. The late party will receive a letter sent from the Association Attorney. The unit owner will be responsible for all Maintenance Fees, Late Charges, as well as all Legal Fees incurred.
144. Once a payment is 30 days late, Lien and Foreclosure action will be taken against the property.

THE LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC.

COVID-19 GUIDELINES

Preliminary Statement:

The Board of Directors of the Loft Downtown II Condominium Association, Inc. hereby enacts the following Rules and Regulations pertaining to Covid-19. These rules shall be in effect until revoked by the Board of Directors. In establishing these Rules and Regulations, it is the intent of the Board of Directors to protect the life and safety of the Loft Downtown II Condominium's Residents, guests, invitees, and employees and it so doing the Board of Directors has sought guidance from the published CDC guidelines and various local, state and federal emergency orders.

I. Use of Face Covering

1. A face covering/mask must be worn properly, as per CDC guidelines, in all common areas of the building except that facial coverings shall not be required for children under the age of two years. Common Areas include, but are not limited to: lobbies, elevators, hallways, gym, mailroom, etc. All residents not wearing a mask properly covering their nose and mouth will be fined \$100.00 per occurrence.
2. Residents of the building are responsible for advising all guests of the rules and regulations and are responsible for guest compliance with same. All guests must wear a face covering/mask properly, as per CDC guidelines in all common areas of the building. All delivery services, cleaning services, caregivers, dog walkers, repair technicians, realtors, potential renters, etc. are considered guests for purposes of this rule and will be required facial covering before being granted building access. Should any Resident's guest be observed not properly wearing a mask, such Resident will be fined \$100.00 per occurrence.

II. Gym Rules and Regulations

1. Use of the Amenities/Gym Use: Use is permitted to current BUILDING RESIDENTS ONLY at this time; there will be no guests allowed until further notice. Personal training is not permitted.
2. Gym Hours of Operation: Every day of the week: from 7:00am-10:00pm by reservation only. Each reservation is for one hour. Residents must exit the gym when reservation time is completed to allow other Residents to utilize the gym during their reserved hour. Use of gym is not permitted at any other times other than the hours that reservations are available.
3. Reservations: In order to use the gym, Residents must reserve a spot on the Association's website, under amenity reservations, or by contacting the front desk. Reservations will be available in one (1) hour blocks, six (6) reservations per block. The gym will be marked to guide with physical distancing as required by the New Normal Guide published by Miami Dade County. Gym users must remain separated from each other by at least six (6) feet in order to comply with governing social distancing requirements. On or before expiration of the one-hour reservation time, gym users must exit the gym.
4. Saunas and Showers: These amenities shall remain closed at this time in accordance with City of Miami and Miami-Dade County Emergency Orders.
5. Social Distancing: As per the CDC recommendations, Six (6) foot social distancing is required in the gym at all times. In order to promote Social Distancing and to prevent spreading of infection, some machines have been disabled. Please do not use these machines.

6. Food and Beverages: No food is permitted in the gym. Bring your own water bottle, as the water fountains are disabled.
7. Required Safety Measures For The Protection of Residents and Others:
 - a. Wash hands with soap and water or use hand sanitizer before using gym equipment, after using each piece of equipment, and upon exiting the gym. There are hand sanitizing stations placed in the gym.
 - b. Wipe down gym equipment before and after using with sanitary wet wipes provided at the wall stations. Areas of cleaning include hand grips and all handles, weight bars, weight plates, and pins, pads and cushions on benches and seating.
 - c. Gym users must bring a towel and lay it down on the seat of any gym equipment prior to use.
 - d. Practice physical distancing and remain six (6) feet away from others using the fitness center.
8. Pets: No pets are permitted in the gym.

Enforcement: Any residents not complying with the rules and regulations of the gym will be given ONE (1) warning. Should they violate the rules and regulations a second time, will be issued violation fine(s) as permitted by law and use of the amenity will be suspended for 30 days.

LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC.

VIOLATION PROCEDURES

Every Owner, Tenant, Resident, Guests, and Invitees shall comply with these Rules and Regulations as set forth herein. All Rules and Regulations, Provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, may be amended from time to time as decided upon by the Board of Directors. In accordance to Loft Downtown II Condominium Bylaws the Board of Directors has the right to levy fines against appropriate Unit Owners for violations of the Rules & Regulations established by the Association to govern the conduct of such Unit Owners. Failure of an Owner, his family, guests, invitees, lessees, or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-laws, will result in the following fining procedures:

- All violations of the Rules and Regulations, Provisions of the Declaration, By-Laws and Articles of Incorporation of the Association shall be subjected to a fine on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee. The fine may not exceed \$100 per violation/day, or \$1,000 in the aggregate.
 - No fine shall be levied EXCEPT after giving reasonable notice and opportunity for a hearing.
 - The hearing must be held before a committee of other unit owners.
 - Following Board of Directors approval of the proposed fine, if the committee does not agree with the fine, the fine may not be levied.
- 1. 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 (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, and Rules & Regulations.
 - 2. Hearing:** Following Board of Directors approval of such fine(s), the non-compliance shall be presented to the 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 a 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.
 - 3. Fines:** The Association may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
 - 4. Violations:** Each separate incident which is grounds for a fine shall be the basis of one separate fine equaling \$100.00 per violation. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
 - 5. Payment of Fines:** Fines shall be paid not later than five (5) days after notice of the imposition thereof.
 - 6. Application of Fines:** All monies received from fines shall be allocated as directly by the Board of Directors.
 - 7. 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.