

Frequently Asked Questions

The following are some of the more common questions regarding community association living. The provisos set forth are not complete; therefore, you are encouraged to review your Condominium Documents for additional detailed information and restrictions. If you have further questions, please call the Association Management Office.

What is the MyBrickell Condominium?

Homeowners own and maintain their residences, but share in the cost of common area maintenance. Your MyBrickell Condominium (the “Association”) maintains the open space of the Association’s common areas, and amenities within the building, enforces the Covenants, Conditions and Restrictions along with its Rules and Regulations, including architectural control approvals, contained in the MyBrickell Condominium Documents. It adopts the annual budget and sets the monthly maintenance amount as well as any special assessments. It has the power to fine for violations.

How do I pay my maintenance fees?

Payments are due on the first of each month. You will be provided a monthly itemized statement. The total of these charges may be paid – at the Association’s discretion (i) by personal check, money order or cashier’s check; or (ii) by direct payment (ACH debits) through a company selected by the Association to pay same. An account is considered in default if not entirely paid by the 10th of the month and a late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment or such other amounts as the Board of Directors may fix, together with interest at the maximum permissible amount allowed by law until paid from the date of the monthly statement will be charged to your account until paid in full. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days’ prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may accelerate and declare immediately due and payable all installments of Assessments for the remainder of the fiscal year. In the event that the amount of such installments changes during the remainder of the fiscal year, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys’ fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

What does MyBrickell Condominium maintenance fee cover?

Your monthly maintenance fee covers items such as maintenance of common areas (open spaces) of the Association including water, sewer, gas, electricity and refuse disposal services, landscape maintenance, insurance for the common areas, janitorial, maintenance and property management services.

What does the insurance portion of my maintenance fee include?

The Association has comprehensive and general public liability coverage for accidents and occurrences on or about the common property, loss and liability policies. In addition, the Association’s property policy covers all common property of the Condominium including the building structure, its contents and any equipment the Association owns or is responsible for under the CC&R’s or by law. The Unit

Owner and/or occupant is recommended to insure all personal property within the Unit or the limited common elements, floor, wall and ceiling coverings, electrical fixtures, appliances, water heater, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing.

Accordingly, any policy obtained by the individual Unit Owner should provide coverage for the above-referenced items. Individual Unit Owners and/or occupants are recommended to maintain insurance for Hazard and Liability on their Unit whether they have a mortgage or it is paid in full.

Who do I call if I have a problem with my residence or common area?

Any problem occurring within your residence (i.e. electrical, plumbing, air conditioning) is the responsibility of the homeowner to resolve and repair. However, should you have a problem with a common area (i.e. lobby, lighting, parking, landscaping) please contact the Management Office.

Who is responsible for the landscaping around MyBrickell?

The Association is responsible for routine maintenance of the landscaping and irrigation system; including trees, shrubs, flowerbeds and lawns of all open spaces, except for any enclosed area where a homeowner has restricted access. Routine maintenance includes mowing, trimming and any other maintenance that the Board of Directors, in its sole discretion, deems necessary and certain plant replacement in annual flowerbeds.

Since I own my residence, may I make alterations, additions or improvements to my home?

No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, any structural addition, alteration or improvement in or to his or her Unit, the Common Elements or any Limited Common Element or any change to his or her Unit which is visible from any other Unit, the Common Elements and/or the Association Property, without, in each instance, the prior written consent of the Board of Directors of the Association. No Unit Owner shall cause or allow improvements or changes to his or her Unit, or to any Limited Common Elements, Common Elements or any property of the Condominium Association which does or could in any way affect, directly or indirectly, the structural, electrical, plumbing, Life Safety Systems, or mechanical systems, or any landscaping or drainage, of any portion of the Condominium Property without first obtaining the written consent of the Board of the Association. The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, imposition of a review fee (which must be paid by the party submitting the request at the time of the submission), retaining approval rights of the contractor, or others, to perform the work, imposing conduct standards on all such workers, establishing permitted work hours and requiring the Unit Owner to obtain insurance naming the TRG Brickell Station, Ltd., (the "Developer") and the Association as additional named insured. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Unit Owner, and such Unit Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them against any liability or damage to the

Condominium and/or Association Property and expenses arising there from, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. The Association's rights of review and approval of plans and other submissions under the Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of

mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder. Without limiting the generality of the foregoing, inasmuch as the Condominium has been constructed with post tensioned cables and/or rods, absolutely no penetration shall be made to any floor, roof or ceiling slabs without the prior written consent of the Board of Directors and review of the as-built plans and specifications for the Building to confirm the approximate location of the post tensioned cables and/or rods. The plans and specifications for the Building shall be maintained by the Association as part of its official records. Each Unit Owner, by accepting a deed or otherwise acquiring title to a Unit shall be deemed to: (i) have assumed the risks associated with post tension construction, and (ii) agree that the penetration of any post tensioned cables and/or rods may threaten the structural integrity of the Building. Each Owner hereby releases Developer, its members, contractors, architects, engineers, and its and their officers, directors, shareholders, employees and agents from and against any and all liability that may result from penetration of any of the post tensioned cables and/or rods. The Unit Owner should phone or write to the Board of Directors in care of the Management Office for more information or to obtain an Architectural Changes and Modification Request form, which must accompany all requests for changes within the Residential Unit.

What if I want to lease or sell my residence?

Leasing of Units, or portions thereof, shall be subject to full disclosure to the Association. Every lease shall be in writing and shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all applicable Exhibits), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the

lease and/or any modifications, renewals or extensions of same). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefore. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. The Association may charge a fee in connection to the review of any Association application of any lease, sublease, or other transfer of a Unit, provided, however that such fee may not exceed \$100.00 per lessee other than husband/wife or parent/dependent child, which are

considered one applicant, and provided further, that if the lease or sublease is a renewal of a lease or sublease with the same lessee or sub lessee, no charge shall be made. If so required by the Association, a tenant wishing to lease a Unit shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, 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). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be

handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. No lease of a Unit shall be for a period of less than one (1) month. The lease of a Unit for a term of six (6) months or less is

subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. A Unit Owner leasing his or her Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Unit Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida with respect to rental payments or other charges under the lease, and such Unit Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease. 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 Unit Owners, 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 herein 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 Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Unit Owners.

All Unit Owners are required by state law to furnish a prospective purchaser with pertinent information about the Condominium. This includes information concerning financial conditions, insurance coverage, assessment liens on the Unit, structural changes to the Unit and the like. Homeowners should obtain an "estoppel letter" from the Association regarding the status of their maintenance fees prior to selling their residences. There is a \$150.00 fee for this service payable to a third party. An inspection of your

Unit will be required for the completion of the Certificate. This is to make certain that no changes have been made to the Unit or Limited Common Elements that are prohibited by the Condominium Instruments or rules and regulations. Allow fourteen (14) business days for the delivery of the estoppel letter.

How can I learn more about the structure and powers of the Association?

Please refer to the Condominium and Master documents. They consist of Declaration of Condominium, Master-Covenants, Articles of Incorporation, By-Laws, Rules and Regulations and other important information pertaining to the MyBrickell Condominium. Please remember, this Owner's Manual is a snap shot of the Associations' Documents. The Documents should be referred to when making any decisions pertaining to the Association.

How do I prepare for unusual weather conditions if I do not reside full-time in MyBrickell?

A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his or her Unit prior to his or her departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.