

**WIND CONDOMINIUM ASSOCIATION, INC.
("Association")**

March 16, 2018

RE: NOTICE OF THE BOARD OF DIRECTORS' ADOPTION OF COMPREHENSIVE RULES

Dear Unit Owners and Residents:

As a member or resident of the Association, you are required to comply with the provisions contained within the Declaration of Condominium of Wind, a Condominium, the Articles of Incorporation for Wind Condominium Association, Inc., the By-Laws of Wind Condominium Association, Inc., and the Association's Rules and Regulations, as same may be amended from time to time (hereinafter collectively referred to as the "Governing Documents"). Pursuant to Florida Statutes and the Association's Governing Documents, the Association's Board of Directors is the governing body empowered to enforce the provisions of the Association's Governing Documents. Moreover, the Association's Board of Directors has the power to adopt and amend the Rules and Regulations relating to the use and operation of the condominium governed by the Association.

Pursuant to the foregoing authority, please be advised that at a Meeting of the Association's Board of Directors, held on March 13, 2018, the Board of Directors adopted the enclosed comprehensive set of Rules and Regulations, which include Rules regarding unit use. Accordingly, this letter shall serve as notice that the enclosed set of Rules and Regulations shall be effective thirty (30) days from the date of this letter, or **April 15, 2018** (the "Effective Date").

Please note that upon the Effective Date, the Association will be enforcing the enclosed Rules and Regulations.

Thank you for your cooperation in connection with this matter. If you have any questions regarding the above information, please contact the Association's Property Manager, Jessica Ruiz, at (786) 220-7253.

Sincerely,

THE BOARD OF DIRECTORS

4. Association Employees. Employees of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors, through an employed manager or through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.
5. Association Storage Units:
 - (a) Association storage rooms must be maintained in a clean and orderly manner at all times.
 - (b) Residents leasing lockers are prohibited from discarding any debris inside the storage rooms.
 - (c) Each locker must be organized and clean at all times.
 - (d) No other personal items may be stored outside the locker. Un-stored objects will be discarded immediately.
6. Balconies, Terraces and Patios. Enclosures by screening, glass or otherwise of balconies, terraces, roof top terraces or patios is prohibited. No articles except suitable furniture, plants and planters shall be placed on balconies, terraces, patios or similar areas. No objects shall be hung from balconies, terraces. No cloth, clothing, laundry, rugs, mops or any other article(s), shall be hung upon, or shaken from doors, windows, balconies, terraces, or exterior walls. No Barbecues Grills, Hibachis or any other cooking device shall be placed on balconies, terraces, patios or similar areas.
 - (a) Mops and other cleaning tools may not be stored on the balconies. Balconies should not at any time be utilized for storage.
 - (b) Any furniture on balcony must be clean and tidy in order not to create an eyesore, reduce the aesthetics of the community and/or cause a health hazard to the community.
 - (c) A pet can only be on the balcony accompanied by a resident.
 - (d) Residents will be liable for any damage or injury caused by furniture, plants or any other items that has been left out during a hurricane or high windstorm.
 - (e) Noise emanating from balconies should be kept at a minimum and shall not become a nuisance to other residents.
 - (f) Residents will be liable for any damages caused by throwing lit cigarette butts off their balconies.
7. Bicycle Locker Room.
 - (a) All bicycles must be registered with the management office.
 - (b) At the time of registration, you will be provided with a personal code, to gain access to the Bike Storage Room, which code should not be shared.
 - (c) Bike Storage Room must be maintained in a clean and organized manner at all times. Any and all bikes stored therein must be in good and working condition.
 - (d) No tricycles, carts or toys can be stored in the Bike Storage Room
 - (e) Flammable and/or hazardous materials or items cannot be stored in any storage location and will be discarded immediately.
8. Boats and Commercial Vehicles. No boats, jet skis, waive runners, boat trailers or commercial vehicles shall be permitted at the Condominium, without prior written consent of the Board of Directors.

9. Children. Children shall be permitted to be occupants of Units. Children under eighteen (18) years of age will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and or utilizing the Amenities Facilities. All children under the age of three (3) years of age must wear waterproof diapers and must be attended by an adult whenever in the pool and/or on the pool deck.
10. Cleanliness. Unit owners shall not allow anything to be thrown, or to fall, from doors, balconies or terraces. No sweeping, or other substances, shall be permitted to escape to the exterior of the building from the doors, balconies or terraces. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the corridors or on staircase landings.
- (a) Cigarette or cigar butts must not be thrown off the balconies. In addition to fines imposed by the grievance committee for violation of this, the violating party will be obligated to reimburse the Association or another resident for any damage caused to any property as a result of such action.
 - (b) Cleaning of balconies by using a hose or a similar tool is prohibited. When washing the balcony, residual liquid must be mopped and not pushed over the edge of the balcony.
11. Color of Balcony Coverings. In order to maintain the uniform exterior appearance of the building, balcony floor coverings shall only be off-white in color. Floor coverings of any other color shall not be allowed.
12. Common Area Usage:
- (a) No roller-skating, rollerblading, skate boarding, hover boarding, scooter riding, tricycle riding, bicycle riding, or any other wheeled instrument is allowed in any part of the Association common areas.
 - (b) All of the mentioned above must be either carried by hand or walked through the service area of the building.
 - (c) All pets and bicycles must utilize the service elevator.
 - (d) Owner will be responsible for reimbursing the Association for any expenses, including legal expenses, incurred in repairing or replacing any common elements or facilities damaged by the owner or resident or his or her agents, lessees or guests. Each owner is responsible for maintaining adequate insurance.
 - (e) Because hover-boards are considered hazardous by the fire department they must not be stored or charged in the building.
13. Compliance by Unit Owners. Every Unit Owner and occupant shall comply with these Rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the declaration, By-laws and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.

- (a) Owners, members of any household, any employees, licensees, invitees, lessees and any guests are bound by and must comply with the governing documents of the Association, including, but not limited to the Association's Declaration of Condominium, By-laws and Rules and Regulations as amended from time to time.
- (b) Unit Owners assume full responsibility for the actions and behavior, as well as any damage(s) that may cause to any common elements by the above-described individuals.

14. Emergency Contact Information.

- (a) Residents must complete a Resident Information Form each year during the month of January, which can be supplied to management. The information in the form is necessary in order to provide current contact information for use in case of an emergency. Failure to complete the form puts the Association at a disadvantage in the event there is an emergency and the Association is unable to contact an owner or resident.
- (b) Each unit will be listed under the name or names that appear on the warranty deed. Changes to a unit's listing may be made only after receiving a written request, along with supporting documentation to substantiate the change.
- (c) Any owner who is leasing a unit also is responsible for insuring that the resident leasing the unit completes a resident Information Form for each year during January.

15. Destruction of Property. Neither Unit Owners, their family, guest, invitees, renters nor employees shall mark, mar, damage, destroy, deface or engrave any part of the Condominium property. Unit Owners shall be financially responsible for any such damage.

16. Door Locks. Unit Owners must abide by right of entry into Units in emergencies. In case of any emergency originating in, or threatening, any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Unit Owner of each Unit under the control of the Association shall deposit a key to such Unit with the Association. The management shall have a master key to fit the door lock of all Units.

17. Elevators. Elevators shall not be held or delayed by a Unit Owner or any resident/unit guests. Unit Owners shall be financially responsible for any damage due to this.

18. Exterior Appearances. To maintain a uniform and pleasing appearance of the exterior of the Condominium building, no awnings, canopy, screens, shutters, air condition unit, glass enclosures, or other items or projections of any type shall be attached to, hung, displayed or placed upon the outside walls, hallway walls, doors, windows or to the balcony, patio, terrace, roof or other portions of the Building or on the Common Elements, other than items originally installed by the Association. This includes any type of screen or umbrella and any outdoor TV, cable, satellite or radio antennae, to the extent permitted by law. If Unit Owners install flooring on their balcony, patio or terrace, such flooring is subject to the prior approval of the Board of Directors. No exterior lighting shall be permitted on the walls or ceilings of any balcony, patio or terrace without the prior written approval of the Association. Balconies, patio or terraces shall not be used for the storage of any items, including but not limited to, bicycles or exercise equipment. No items or projections of any type shall be placed or allowed on hallway floors (including doormats).

19. Facilities. The facilities of the Condominium governed by the Association are for the exclusive use of Association members and their immediate families, tenants, resident house guests and guests. A maximum of five (5) guests per Unit are allowed at any one time in the pool and/or on the pool deck. All adults in the pool and/or on the pool deck must wear appropriate bathing suits so as to not be indecently exposed.
20. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines of \$100 may be imposed upon an owner for failure of an Owner, his family, guests invitees, lessees or employees, in an amount not to exceed that allowed by the Act as same may be amended from time to time, or comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:
- (a) Notice: The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a statement of the provisions of the Declaration of Condominium, Association By-Laws or Association Rules which have been allegedly violated: a statement of the matters asserted by the Association; and a statement of the date and time and place of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed. The Owner or occupant may be represented by council, shall have an opportunity to respond, to present evidence to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
 - (b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners ("Unit Owner Committee") appointed by the Board of Directors for such purpose, after which the Unit Owner Committee shall hear reasons why a fine should not be imposed. A written decision of the Unit Owner Committee shall be submitted to the Owner or occupant by not later than fourteen (14) days after the Unit Owner Committee's meeting.
 - (c) Amount: The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Association's By-Laws and by law.
 - (d) Committee Approval: If the Unit Owner Committee does not agree with the fine, the fine may not be levied.
 - (e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
 - (f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
 - (g) Infractions: Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.
 - (h) 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.

21. Flammables. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements. No fires, barbecue grills, hibachis, or cooking devices or other devices which emit smoke or dust shall be allowed on any balcony or terrace.
22. Food and Beverages. Food and beverages may not be consumed on the Common Elements except as specifically permitted by the Board of Directors. Glass and alcoholic beverages are not allowed in the pool area.
23. Gym.
- (a) This facility is not supervised.
 - (b) Gym hours are from 5 am to midnight and are subject to change at the sole discretion of the Board of Directors.
 - (c) Use of the equipment is the responsibility of the residents.
 - (d) No wet bathing suits or bare feet are allowed. Wearing a shirt is required at all times.
 - (e) No alcoholic beverages. No glassware is allowed in any area of the gym.
 - (f) No eating or horseplay is permitted.
 - (g) Clean machines after use with provided wet wipes.
 - (h) Put all free weights and/or dumbbells back in their designated area.
 - (i) No weights and/or dumbbells are allowed on the first level of the gym or in the racquetball court.
 - (j) Children shall be permitted to be occupants of Units. Children under eighteen (18) years of age will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and or utilizing the Amenities Facilities.
 - (k) Spa and Gym access hours open between 5am to midnight all week Sunday to Saturday. Access to spa and gym after hours is prohibited.
 - (l) Appropriate attire is required for all persons utilizing the Gym and Spa. Shirts or tops are required at all times. Athletic footwear is also required, except in the wet areas.
 - (m) For the safety and enjoyment of all Residents and Guests, please step outside the Fitness Center/Spa to use your cell phone.
 - (n) Music is allowed only with headphones. NO EXCEPTIONS.
 - (o) TV must be muted unless used with headphones. NO EXCEPTIONS.
 - (p) No speakers should be used in the gym or spa.
 - (q) Turn off TVs once done using a machine.
24. Hardship Relief. The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions of specific restrictions contained in these rules and regulations upon written request therefrom and for good cause shown in the sole opinion of the Board.
25. Hurricane Preparation. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by:
- (a) Removing all items from his balcony.

- (b) Designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damage. Each Unit Owner shall furnish the manager with the name of such firm or individual.
 - (c) In the event that a hurricane warning is issued, the Management office will provide a deadline by which all items shall be removed from the balcony.
 - (d) The management team will remove any item remaining after the deadline passes, and the Unit Owner or Tenant will be issued a fine. The Association is not responsible for any damages to personal property as a result.
26. Lobby Attire. No persons wearing bathing suits shall be allowed in the lobby area. All persons must wear shirts and shoes in the lobby area. No wet persons shall be allowed in the lobby area.
27. Motorcycle Parking Room
- (a) Motorcycles operated within the Association's property must comply with same rules as any other motor vehicle.
 - (b) Should a unit owner or tenant want to park a Motorcycle Parking Room, then he/she must register such motorcycle with the Management office in exchange for a personal code to gain access to the Motorcycle Parking Room, which should not be shared.
 - (c) The Motorcycle Parking Room must be maintained in a clean and organized manner at all times. Any and all motorcycles stored therein must be in good and working condition.
 - (d) No repairs shall be conducted in the Motorcycle Parking Room.
 - (e) Flammable and/or hazardous materials or items cannot be stored in any storage location and will be discarded immediately.
28. Moving/Deliveries. Moving and deliveries shall only be allowed between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday unless approved by the Board of Directors. All moves must be scheduled by the building manager. There are no moves or deliveries allowed during weekends or any holidays.
29. Noise.
- (a) All Unit Owners are required to install flooring materials within the Unit. Any Unit Owner; installing any flooring materials (including but not necessarily limited to ceramic tile, marble, wood, etc.) in areas of the Unit or limited common elements appurtenant thereto, other than baths as allowed for in the original construction, is required to notify the Association and to ensure that a Sound Control Underlayment System is used which system must comply with the rules of the Association. Carpet (or some other sound absorbent less dense floor covering) may also be installed in any portion of the Unit without flooring materials.
 - (b) All hard-surfaced flooring must be installed over sound control material rated at a MINIMUM of 52 IIC – and 52 STC. A material specification sheet and laboratory sound test results must accompany all requests for installation. Sound control materials must meet the required testing levels as applicable to the building 8" post tension concrete slab system Without acoustical ceiling system. Examples of products which may meet these requirements are: Laticrete 18+, Jamo Sound Out 7/8" thickness and Kinetics SR or Soundmatt.

- A. In addition, ¼" cork placed between the flooring and slab shall be an acceptable alternative sound control material.
 - B. During the installation of flooring, it is imperative that contractors do not undercut doors to the Unit beyond the recommended door limits. Any weather stripping removed at the time of cutting MUST be replaced. The Unit Owner shall be responsible for replacing any doors that do not meet local governmental requirements after the installation of flooring.
- (c) No Unit Owner or renter shall make disturbing noises in the Building or allow sounds to emanate from his Unit, or permit his family, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or on the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. All other unnecessary noises such as the playing of pianos and other musical instruments, and slamming doors between the hours of 10:30 p.m. and 8 a.m. should be avoided.
 - (d) No radios or television installation or other electric equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.
 - (e) Carpentry carpet-laying, picture-hanging, or any trade (or do-it-yourself work) involving hammer work, etc. must be done between the hours of 9:00 a.m. and 4:00 p.m. ONLY. No such work shall be done on Saturday, Sundays, and or Holidays. No exceptions will be allowed.
30. Nuisance. A Unit Owner shall not permit anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Common Elements, or any portion of Condominium Property or obstruct interfere with the rights of other Unit Owners or the Association. A Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his Unit or the Common Elements.
31. Obstructions. The entranceways, passages, vestibules, elevators, lobbies, halls and similar portions of the Common Elements must be kept open and shall not be obstructed, littered, defaced or misused in any manner and shall be used only for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or other objects shall be stored in these areas and rugs or mats must not be placed outside of doors in corridors.
32. Odors. No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Unit Owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.
33. Pets. Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property except in accordance with the provisions of the Declaration and the following:
- (a) Each Unit Owner (regardless of the number of Owners), may maintain household pets in a Unit, to be limited to (1) domestic dogs, or (1) domestic cats, or (1) caged birds, and/or one (1) fish tank not to exceed fifty-five (55) gallons, provided said pets are not kept, bred, or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. No Unit Owner may keep on the Condominium Property any

dangerous breed dogs, including but not limited to, Pit Bulls, Rottweilers, or other breeds considered to be dangerous by the Board of Directors.

<http://www.miamidade.gov/animals/pitbull-law.asp>).

- (b) No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than (6) feet long, provided posted rules are observed. Pets may not be kept, neither in a Limited Common Element nor in the unit's balcony. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units).
- (c) No domestic dog bark shall be heard in contiguous units as this is considered a nuisance.
- (d) No domestic bird of a variety which will omit sounds that can be heard in contiguous units may be kept by a Unit Owner in a Unit.
- (e) No one other than the Owner of a Unit is permitted to keep any approved pets on the Condominium Property.
- (f) As per Miami-Dade ordinance and the Association's Declaration, Unit Owners must immediately collect and clean-up any feces from pets upon the Condominium Property. A fine will be assessed if not immediately cleaned
<http://www.miamidade.gov/animals/pooper-scooper-law.asp>).
- (g) Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as may be provided in these applicable rules and regulations or the Declaration) and/or to require any pet to be permanently removed from the Condominium Property.
- (h) The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other Unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal.
- (i) Pets, regardless of function, shall not be permitted to become nuisances to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.
- (j) No pets are allowed on the amenities deck or any of the Common Areas on that level including the Fitness Center, Spa, Lockers, Bathrooms, Club Room, Kids Play Room, and Sports Bar.
- (k) The association has a pet restriction of a maximum of 30 pounds per pet.
- (l) Owners may have a maximum of 1 pet per unit. Tenants are not allowed to have pets.
- (m) Unless the service elevator is scheduled for private use, Residents with approved pets must utilize the service elevator and service corridor at all times.
- (n) No authorized or unauthorized pets are allowed in the main lobby. Pets must enter and exit using the service corridor.
- (o) In order to get approved all dogs must be licensed by Miami-Dade County.
- (p) To have their pet registered, and to receive an Association Tag, pet owners must provide proof of microchip placement in pet, as well as DNA report.
- (q) As per Miami-Dade ordinance, all approved dogs must wear the required license tag provided by Miami-Dade County, as well as the tag provided by the Association at all times (<http://www.miamidade.gov/animals/license-law.asp>).
- (r) As per Miami-Dade ordinance, residents with approved pets must provide the administration their annual immunization certificate to renew their registration with

the Management office (<http://www.miamidade.gov/animals/rabies-law.asp>). Shall the pet owner fail to provide a new immunization certificate; the pet will have to be removed from the condominium.

- (s) Unauthorized pets are not allowed in the building, only Association approved pets are permitted. Guests/visitors are not permitted to bring any pet.
- (t) Tenants are not permitted to keep pets in the Unit or on the Condominium Property. Guests of Unit Owners or tenants are not permitted to bring pets into the Units or onto the Condominium Property. Pets in excess of 30 lbs. are not permitted in the Units or on the Condominium Property. All pets must be registered with and approved by the Board, which approval may be given or withheld in the sole discretion of the Board.
- (u) If a pet causes damage to the Association's property, the Association could hold the Owner liable for cleanup and repair costs related to a pet.
- (v) The Association shall have the right, at any time, to require that any animal on the Condominium Property provide a DNA sample as part of the registration process, which sample may be taken by swab of the interior of such animal's mouth. The Association shall have the right to have any animal feces tested for purposed of matching such feces with the DNA on file with the Association and, in addition to any other remedy provided to the Association under this Declaration or applicable law, shall have the right to fine the Unit Owners and Residents for each violation of the foregoing restriction.

34. Plumbing. Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown into them. The cost of any damage resulting from misuse shall be borne by the Unit Owner causing the damage.

35. Pool Area:

- (a) Pool area is open from dawn to dusk. Pool use is prohibited at all other times.
- (b) No life guards on duty, swim at your own risk.
- (c) Bottles, glass and other hazardous objects are prohibited within the pool area or bathroom facilities.
- (d) Children shall be permitted to be occupants of Units. Children under eighteen (18) years of age will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and or utilizing the Amenities Facilities. All children under the age of three (3) years of age must wear waterproof diapers and must be attended by an adult whenever in the pool and/or on the pool deck.
- (e) Consumption of food, alcoholic beverages and tobacco products in the pool area is forbidden.
- (f) Soda cans or plastic bottles are permitted. Guest(s) should be instructed that alcoholic beverages, food, glass bottles, food containers or large coolers are prohibited in and around the pool area.
- (g) Any person suspected of being under the influence of alcohol or narcotics and/or impaired which may cause injury to others or themselves are prohibited from entering the pool area.
- (h) All pets are prohibited from entering the pool area.

- (i) No diving is permitted in the pool.
 - (j) No running or rough play is permitted in the pool area.
 - (k) People who appear to be afflicted with cuts, skin disease, communicable disease, colds, fever, infections or other physical ailments are prohibited from entering the pool and/or spa.
 - (l) Persons wearing non-waterproof diapers are not allowed in the pool.
 - (m) Pool furniture should not be removed from the pool area or the pool deck area nor should any of the pool furniture be taken to any other area of the building.
36. Responsibility for Deliveries. Unit Owners shall be liable for all damages to the building caused by receiving deliveries or moving or removing furniture or other articles to or from the building. The Association shall have the right to charge any Unit Owner, prior to any interior construction to a Unit, or any delivery or removal of furnishings or bulk trash to or from that Owner's Unit, a refundable deposit, in the amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used, by the Association for any damage caused to the Common Elements of the Condominium or for payment or reimbursement of any bulk trash hauling or other associated expense. The Association shall refund the deposit within ten (10) days after the completion of construction of the interior of the Unit or after delivery or removal of any furnishings and/or bulk trash.
37. Roof. Unit Owners, their families, guests and tenants (except for those with roof easement rights, if any), are not permitted on the roof for any purpose.
38. Signs. With the exception of signs used or approved by the Association, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, or on upon any part of the Common Elements, (other than a notice to be placed on the bulletin board after approved by the Manager or the Board) or any part of a Unit so as to be visible outside the Unit.
39. Solicitation. There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors. Violators will be subject to the Association's fining authority and/or prohibited from entering the property.
40. Storages. Each Unit Owner's personal property must be stored within the Unit or within the storage locker assigned to the Unit. No items of any sort may be stored in air conditioning closets.
41. Trash. All trash, garbage and refuse from the Units shall be deposited with care in garbage containers or trash chutes intended for that purpose only at such times and in such manner as the Association will direct. Unit Owners must utilize the appropriate recycling systems, if any, that may be provided by the Association, in accordance with the laws and ordinances of the City of Miami and/or the County of Miami-Dade. A mandatory trash hauling deposit must be provided, in an amount to be determined by the Board, in its sole and absolute discretion prior to any construction or remodeling of a Unit. Such Unit's trash hauling deposit shall be used by the Association to defer any and all costs which may be incurred or associated with such construction or remodeling. Garbage and other refuse shall be placed in sealed garbage bags only in designated trash chute areas if they fit down the trash chute, otherwise, oversized trash bags must be deposited in the garbage containers. Boxes must be broken down and brought to the receiving

area and disposed of by throwing them inside the recycling container. Unit owners or residents that leave garbage anywhere else will be fined accordingly.

42. Towing/Booting Guidelines.

- (a) These guidelines are to be used by Security when they are monitoring the parking garage, at all times.
- (b) Tow Immediately:
 - No Decal/ No Registration.
 - Fake Decal, No registration.
 - Parked in incorrect space.
 - A. If has valid decal will be given a courtesy call and 10 minutes to remediate before towing.
 - B. If no valid decal tow immediately.
 - Any repeated violation after 24 hours.
- (c) Sticker and Notice under door (24-hour warning):
 - No Decal/ Registration on file.
 - Decal/ No Registration on file.
- (d) Expired tag:
 - Call unit and ask for remediation.

43. Use and Occupancy. All Units, except for the Commercial Units shall be used for residential purposes. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom contained in a Unit including convertible portions of any Units. The term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed fifteen (15) consecutive days.

- (a) Guest(s) should be accompanied by a member of your household while on our Premises.
- (b) Guest(s) using the facilities i.e. pool, gym, spa, Sports Parlor, Theater Room, etc. must behave in a proper manner and are not to disturb the rights and privileges of other unit owners and/or lessees.
- (c) The occupancy of any Guest is limited to 30 days per year. Guests who occupy a Unit for more than 30 days will be considered to be a tenant and subject to the approval of the Board of Directors and any other leasing requirements set forth in the Rules & Regulations related to Occupancy Family, Guests and Leasing.
- (d) Subleasing is expressly prohibited.
- (e) Short-Term Occupancy (any term less than 6 months) is expressly prohibited.
- (f) Transient and sporadic occupancy of any Unit (i.e. Airbnb, Craigslist, roomers or lodgers) is strictly prohibited.
- (g) Immediate Family must be registered with the Association at least ten (10) days prior to arrival, and the following information must be provided:
 - Arrival date and departure date;
 - Name of Immediate Family Member;
 - Relationship to owner of each relative involved; and
 - Affidavit of Relationship by Owner and Relatives.
 - Provide copy of valid picture ID.
- (h) All Unit Owners leasing his or her Unit must provide a Common area association deposit equal to one (1) months rental amount.

- (i) The Association highly encourages that all unit owners maintain an HO6 policy and provide such copy to the Management Office.
- (j) The Association encourages that all tenants obtain a renter's insurance policy and provide such copy to the Management Office.
- (k) Any Unit Owner that leases a Unit to a tenant must apply to the automatic payment system (ACH) established by the Association for payment of all assessments.

44. Vehicle, Mopeds, Motorcycles, Bicycles and Parking Violation Procedures within the Community.

- (a) All vehicles entering the association's garage must do so at their own risk. The Association is not responsible for any lost, stolen, damaged vehicles, personal contents or bodily injury.
- (b) All vehicles (including mopeds and motorcycles) must be registered with the management office and must display the association's supplied decal on the driver's side windshield. Any other vehicles not registered and not containing such a decal are considered unauthorized vehicles. Residents must provide proof of current insurance and valid vehicle registration in order to receive parking decal.
- (c) All unauthorized vehicles located within the garage are subject to booting and/or towing at the owner's expense without notice.
- (d) All residents must park in their designated and assigned parking space. All registered vehicles with decal provided by the association must match the assigned parking space. Parking in an unauthorized or an unassigned parking space will be subject to booting and/or towing at the owner's expense.
- (e) No resident may make any emergency or non-emergency, mechanical or cosmetic repairs to any vehicle in any part of the community.
- (f) All vehicles, mopeds or motorcycles parked within the Association's property must be kept in good working order and presentable condition. No vehicles which have dripping fluids, are on blocks or are dead storage vehicle will be allowed. Abandoned vehicles and any motorized device with expired plates will be towed away at the owner's expense.
- (g) A vehicle's lights must be turned on while it is being driven in the garage and no vehicle is to be driven to exceed the posted 5 miles per hour within the garage or community. Use caution while driving in the garage or community. All residents must observe all stop signs with the garage and community. There will be no exceptions.
- (h) The following actions will be taken in the event any of the parking regulations outlined above is violated. These actions refer to all vehicles including automobiles, non-commercial pickup trucks, mopeds and motorcycles.
- (i) Any vehicle which parks in any prohibited manner and any unauthorized vehicle will be booted immediately.
- (j) Any vehicle which parks in a space designated for handicapped parking without the proper and displayed state provided handicapped tag will be booted or towed away immediately and the Miami City Police department will be notified. Limited disabled parking is available. Please be considerate with others. If you have a disability that allows you to walk longer distances refrain from using disabled spaces in order to allow those with limited mobility to park there.
- (k) Any vehicle violating any other parking regulations will be posted with a warning sticker on the first occurrence and will be booted on the second or any subsequent occurrence.
- (l) All towing and/or booting expenses shall be borne paid by the vehicle owner, including any incidental and litigation expenses, in accordance with Florida Statue F.S. 715.07.

- (m) Any vehicle/s in the Condominium Property that is/are not registered with the Association and is/are parked in a non-designated parking area will be towed at the owner's expense.

45. Window and Door Coverings.

- A. Curtains, drapes and other window or door coverings (including their linings) which face on exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Board of Directors.
- B. No aluminum foil may be placed in any window or glass door of a Unit, and no effective substance may be placed on any glass in a Unit except a substance previously approved by the Board of Directors for energy conservation purposes.

46. Weight Limitations. No Unit Owner shall cause to be placed any weight on any portion of his Unit which shall interfere with the structural integrity of the building.

47. Whirlpools, Pools, Saunas and Jacuzzis. No Unit Owner shall install whirlpools, pools, saunas or Jacuzzis in his Unit, terrace or any other Limited Common Element unless approval is obtained from the Board of Directors and the installation is approved by a structural engineer.