L'Excellence Condominium Association

5757 Collins Ave Miami Beach, FL 33140
Office: 305-865-4242 Fax: 305-865-8868

APPLICATION CHECKLIST

Please Note: All lease renewals, extensions of existing leases, and new leases are subject to the Association's advance written approval. Please be sure to submit any proposed lease renewal, extension, or new lease to the Association with sufficient time in advance of the commencement date for the Association to review and approve.

Unit # _____

Owner's Name: _____

Applicant Name (s): _____

Spouse: _____

- **Application Fee**- $50.00 (non-refundable) for each person applying; one fee for a married couple (check or money order)
- **Screening Fee**- $150.00 (non-refundable) for each person applying; one fee for a married couple (check or money order)
- **Elevator Use Fee** - $100.00 (non-refundable) - Upon Move in date
- **Elevator, Security Deposit** - $300.00 (refundable) - Upon Move in date

All checks made payable to L' Excellence Condominium Association

_____Completed Application & Lease or Purchase Agreement

_____Copy of Social Security card

_____Copy of Birth Certificate and or/ Passport.

_____Copy of Driver's License or state issued Identification Card.

_____Proof of automobile insurance and vehicle registration for any vehicles

_____Three (3) personal character reference letters

_____Copy of executing L' Excellence Lease Addendum (if applicable)

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Applicant Personal Information

- Print Name: _____
- Address: _____
- Email Address: _____
- SSN#: _____
- D.O.B: _____
- Are you a service member? (Yes/No): _____

Current Employer

- Company: _____
- Phone #: _____
- Position: _____
- Salary: _____
- Dates of Employment: _____ to _____

Current and Previous Landlords

- Current Landlord Phone #: _____
- Lived There From: _____ to_____
- Previous Landlord Phone #: _____
- Lived There From: _____to _____

I give my full authorization to obtain my Criminal History Record.

_____ _____

Applicant's Signature **Date**

You will be contacted for an interview appointment after all required forms and information have been received and verified.

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Application for Occupancy

Name: _____
(First) (Last) (Middle Initial)

Spouse Name: _____
(First) (Last) (Middle Initial)

Home PH#: _____ Work PH#: _____ Cell PH#: _____
Email Address: _____ Spouse Email Address: _____
D.O.B: _____ Spouse D.O.B: _____
Social Security #: _____ Spouse Social Security#: _____

Children

Name: _____ Age: _____ Gender: _____
Name: _____ Age: _____ Gender: _____
Name: _____ Age: _____ Gender: _____

Two (2) Full years of occupancy must be documented:

Current Address: _____ _____

Own or Rent & Name of Owner: _____ Phone: _____

Dates of Occupancy: From_____ Trough_____

Previous Address: _____ _____ Own

or Rent & Name of Owner: _____ Phone: _____

Dates of Occupancy: From_____ Trough_____

Misc. Notes (If you need to inform us of any additional information):

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Other Occupants

Please list only individuals that will be residing in the unit more than 14 days; they will be considered an Occupant and will have to apply for occupancy as well. Application and Screening Fees also apply.

Additional Occupant No 1

Name: _____

Social Security #: _____ D.O.B: _____

Current Address: _____

Home PH#: _____ Work PH#: _____ Cell PH#: _____

Email Address: _____

Additional Occupant No. 2

Name: _____

Social Security #: _____ D.O.B: _____

Current Address: _____

Home PH#: _____ Work PH#: _____ Cell PH#: _____

Email Address: _____

Additional Occupant No. 3

Name: _____

Social Security #: _____ D.O.B: _____

Current Address: _____

Home PH#: _____ Work PH#: _____ Cell PH#: _____

Email Address: _____

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Employment Verification

Two (2) Full Years of employment must be documented.

Present Employer: _____ Address:_____Phone#: _____

Start Date: _____ Through: _____

Base Salary per Year: _____ Commission/Bonuses if any (Estimated): _____

Former Employer: _____ Address:_____Phone#: _____

Start Date: _____ Through: _____

Base Salary per Year: _____ Commission/Bonuses if any (Estimated): _____

Previous Employer: _____ Address:_____Phone#: _____

Start Date: _____ Through: _____

Base Salary per Year: _____ Commission/Bonuses if any (Estimated): _____

Spouse Present Employer: _____

Address:_____Phone#: _____

Start Date: _____ Through: _____

Base Salary per Year: _____ Commission/Bonuses if any (Estimated): _____

Spouse Former Employer: _____

Address:_____Phone#: _____

Start Date: _____ Through: _____

Base Salary per Year: _____ Commission/Bonuses if any (Estimated): _____

Spouse Previous Employer: _____

Address:_____Phone#: _____

Start Date: _____ Through: _____

Base Salary per Year: _____ Commission/Bonuses if any (Estimated): _____

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Occupants Employment Verification

Present Employer: _____ Address:_____Phone#: _____

Start Date: _____ Through: _____

Base Salary per Year: _____ Commission/Bonuses if any (Estimated): _____

Former Employer: _____ Address:_____Phone#: _____

Start Date: _____ Through: _____

Base Salary per Year: _____ Commission/Bonuses if any (Estimated): _____

Previous Employer: _____ Address:_____Phone#: _____

Start Date: _____ Through: _____

Base Salary per Year: _____ Commission/Bonuses if any (Estimated): _____

Reference Verification

Character References other than relatives:

1.

2.

3.

(Verify that the Reference Letters are attached before submitting)

Why would you like to own a unit or live here?

_____

_____

_____

_____

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Approval is hereby granted to L'Excellence Condominium Association, Inc., or its agent to investigate all information supplied on this application, and full disclosure of pertinent facts may be made to the Association. The Association is also authorized to obtain credit rating through a credit reporting agency if required.

Signature: _____
Applying for: _____

Unit: _____

Present Owner: _____

Association Name: _____

Address: _____

This Application Must Be Completed in Full by Prospective Tenant

Desired Date of Occupancy: _____

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Release of Information and Authorization for Verification of Application

Unmarried co - applicants must fill out a separate release.

Name: _____

Social Security #: _____ D.O.B: _____

Spouse Social Security #: _____D. O. B_____

Present Address: _____

Applicant(s) represent that all of the above statements, information on the application are true and complete, and hereby authorizes an investigative consumer report and verification of any and all information relating mortgage, criminal history records, court records and credit records. The applicant acknowledges that false or omitted information herein may constitute grounds for rejection of this application, and/or forfeiture of fees or deposits and may constitute a criminal offense under the laws of this State. I/We hereby release ASAP and any of the above from any liability and responsibility arising from their doing so. Facsimiles of this authorization may be used to facilitate multiple inquiries. In the event you receive a facsimile of this authorization, it should be treated as an original and the requested information should be released to facilitate my/our application for occupancy.

Applicant Signature: _____ Date: _____

Spouse Signature: _____Date: _____

BROWN' S B ACK GRO UND CH ECK S CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER

L' Excellence Condominium Association, Inc.

I understand that you may obtain consumer reports that relate to my credit and/or criminal history. This information will, in whole or in part, be obtained from AISS, a Sterling Info systems Company, 6111 Oak Tree Blvd, 4th floor, Independence, OH 44131, telephone 800.853.3228. I understand that you may be requesting information from various federal, state, and other agencies or institutions, which maintain public and non-public records concerning my past activities relating to my credit and/or criminal history. This information will be reviewed by the Association and may be reviewed by a unit owner if it is a rental.

I authorize, without reservation, any party, institution, or agency contacted by AISS to furnish the above-mentioned information:

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Applicant Name: _____ Date of Birth: _____
Social Security Number: _____

***Date of Birth is requested in order to obtain accurate retrieval of records.**

Co- Applicant Name: _____ Date of Birth: _____
Social Security Number: _____
Alias/Previous Name (s): _____

_____**California, Minnesota & Oklahoma Applicants Only:** Please check here to have a copy of your consumer report sent directly to you.

Notice to CALIFORNIA Applicants

Under Section 1786.22 of the California Civil Code, you have the right to request from AISS, upon proper identification, the nature and substance of all information in its files on you, including the sources of information, and the recipients of any reports on you, which AISS has previously furnished within the two-year period preceding your request. You may view the file maintained for you by AISS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone.

SIGNATURE: _____DATE: _____

Co-Applicant SIGNATURE: _____ DATE: _____

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Vehicle Registration

Name: _____

Address: _____

Phone#: _____

Year-round Resident? Yes ___ No___(Check One)

If you checked NO above address when you are away: _____

Vehicle #1

Make: _____

Model: _____

Year: _____

Color: _____

License Plate#: _____

State: _____

Tag Exp. Date: _____

Owner's Driver's License#: _____ Exp. Date: _____

Vehicle Registered To: _____

Address Vehicle is registered at: _____

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Vehicle #2

Make: _____

Model: _____

Year: _____

Color: _____

License Plate#: _____

State: _____

Tag Exp. Date: _____

Owner's Driver's License#: _____ Exp. Date: _____

Vehicle Registered To: _____

Address Vehicle is registered at: _____

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L'EXCELLENCE CONDOMINIUM ASSOCIATION, INC RULES & REGULATIONS.

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the limited common elements, the units and the Condominium (the "Condominium") shall apply to and be binding upon all unit owners. The unit owners shall at all times obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents, or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

a. Violations should be reported, in writing, to the Board of Directors of the Association.

b. Violations will be called to the attention of the violating unit owner or lessee by the Board of Directors.

c. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

d. Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. FACILITIES: The recreational facilities of the Condominium are for the exclusive use of unit owner, their lessees and their respective family members and guests. No guest of any unit owner shall be permitted to use the recreational facilities of the Condominium unless accompanied by a unit owner or lessee or unless the guest has been registered with the Board of Directors. Any damaged to the building, to the recreational facilities or to the other common areas or equipment caused by any unit owner, lessee or their respective guests, contractors or invitees, shall be repaired at the expense of the responsible unit owner. No employee of the Condominium or of any unit owner or their lessee shall be permitted to use the recreational facilities of the Condominium

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3. NOISE: Unless expressly permitted in writing by the Association, no floor covering shall be installed in the units, other than any carpeting or other floor covering installed by the Developer. In any event, each unit owner shall have the duty of causing there to be placed underneath such floor covering, so as to be between any such floor covering and the concrete slab, generally accepted and approved materials for diminution of noise and sound, so that the flooring shall be adequately soundproof. Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30 P.M. and 8:30 A.M. All other unnecessary noises, such as bidding good night to departing guests and slamming doors, between these hours should be avoided.

4. OBSTRUCTIONS: The lobby, the elevators, the parking areas, all sidewalks, walkways, entrance, driveways, passages, patios, balconies, courts, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on walkways. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything television aerial or antenna shall be attached to, or hung from, the exterior of the Condominium or the roof thereon, except for installations constructed thereon by the Developer and/or by agents of the Developer.

5. CHILDREN: (Revised June 20, 1994). Children are not to play in the elevators, in the lobby, in the garages, in the public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the mezzanine level. Children under the age of 10 are not permitted in the TV room without adult supervision. Children under the age of 10 are not allowed in the gym. Children between the ages of 10 and 15 are permitted in either gym provided they are accompanied by an adult. To be supervised by an adult.

6. DESTRUCTION OF PROPERTY: Neither unit owners, nor their family members, lessees, contractors, invitees, nor guests shall mark, damage, destroy, deface or engrave any part of the Condominium. Unit owners shall be financially responsible for any such damage. Repairs must be made as soon as possible and to the satisfaction of the damaged proprietor.

7. EXTERIOR APPEARANCE: The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. No windows may be tinted without the prior consent of the

Association and installation of drapes or curtains visible from the exterior of the Condominium shall have white or off-white, black out type liners used, which liners must be approved by the Association. No television or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the Condominium, except for installations constructed therein by the Developer and/or by agents of the Developer.

8. SIGNS: There shall be no "For Sale" or "For Rent/Lease" signs exhibited, displayed or visible from the interior or exterior of the Condominium, except for signs displayed by the Developer and/or by agents engaged by the Developer.

9. TRASH AND RECYCLING: All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instruction given by the Association. All non-recyclable refuse, waste, garbage, etc., shall be placed in appropriate plastic garbage bags and closed securely, ensuring that bags do no have holes to ensure no leakage. They are to be thrown down the trash chute. Nothing that is too big as to cause obstruction should be placed down the trash chute. All recyclables are the be placed,

without residues, in the recycling bins. Large items and empty boxes that do not fit inside the recycling bins need to be taken downstairs and placed inside the container in the trash room. All refuse, waste, bottles, cans and garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers. Trash collection containers may be used only between 7:00 A.M. and 11:00 P.M.

10. WINDOWS AND BALCONIES: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows, terraces or balconies. No objects shall be hung from balconies, terraces or windowsills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors, balconies or terraces. Unit owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit owners shall not throw cigars, cigarettes or any other object from balconies, doors, windows or terraces. No cooking shall be permitted on any balcony or terrace. Unit owners shall not allow anything to be thrown or to fall from balconies, doors, windows or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the Condominium from the balconies, doors, windows or terraces. No balconies or terraces may be enclosed except by the Developer. No sweeping or other substances, including water, should be thrown from balconies. No pets are to be allowed to be left unattended for any period of time on the balconies.

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11. INGRESS AND EGRESS: Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, shall allow entrance doors to remain open for any purpose other that for immediate ingress and egress.

12. STORAGE AREAS: Nothing shall be placed in the storage areas which would create a fire hazard. Nothing is to be left outside the storage areas.

13. EMERGENCY ENTRY: In case of any emergency originating in or threatening any unit, regardless of whether the unit owner or lessee is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it 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 and to facilitate entry in the event of any such emergency, the Association shall retain a master key to each unit. No unit owner or lessee shall alter any lock to a unit or install a new lock for a unit without the prior written consent of the Association. Where such consent is given, the unit owner shall provide the Association with an additional key for use by the Association pursuant to its right of access to each unit.

14. BICYCLES: Bicycles must be placed or stored in the designated areas or inside owners units. They are not to be placed on the garage floor parking spaces.

15. ATTIRE: Unit owners, their lessees, their family members and guests shall not appear at or use the lobby or the recreational facilities, except in appropriate attire. No bare feet are allowed in the lobby, on the stairways or at the parking areas.

16. PLUMBING: Common water closets and other common plumbing shall not be used for any purposes other than those for which they are constructed, and no sweeping, rubbish, rags, sanitary napkin or other foreign substances shall be thrown therein. Grease and other foreign substances shall not be poured down drains. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.

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17. ROOF: Unit owners (other than the Developer and/or agents of the Developer), their lessees, their family members and guests are not permitted on the roof for any purpose whatsoever, except for access to and use of any roof limited common element constructed as part of the Condominium by the owner of Unit No. PH-4 and such owner's lessees, family members and guests.

18. SOLICITATION: There shall be no solicitation by any person anywhere upon the Condominium Property for any cause, charity, or for any other purpose, whatsoever, unless specifically authorized by the Board of Directors.

19. EMPLOYEES: Except as may otherwise be permitted by the Association, employees of the Association shall not be sent out of the building by any unit owner, except in the unit owner's capacity as an officer or director of the Association, at any time, for any purpose. No unit owner shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

20. MOTOR VEHICLES/PARKING AND VALET: No vehicle belonging to a unit owner, lessee, or to a member of the family or guest, tenant or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety comfort and convenience of the unit owners. No motor vehicle which cannot operate on its own power shall remain within the Condominium Property for more than twelve (12) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium Property. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Association for the cleaning of motor vehicles.

In the event decals are required to be affixed to each vehicle owned by or leased by a unit owner or lessee, while parked within the Condominium Property, then each vehicle owned by or leased by a unit owner or lessee shall bear the required decal, where designated by the Association on the vehicle, while within the Condominium Property.

Trucks, vans, campers, recreational vehicles, trailers and motorcycles may not be parked on the Condominium Property without the prior approval of the Association.

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Each parking space which is assigned as an appurtenance to a particular unit may be used only by the unit owner or the lessee of such unit, except when the unit owner has given written permission for use (copy to Association) by another unit owner lessee. No unit owner or lessee may park his vehicle in any assigned space other than the space assigned to the unit owner of the particular unit. All vehicles shall be parked within the painted lines and pulled up close to the bumper. As a security measure, all automobile doors should be locked. Only unit owners and their lessees may enter the garage using key fobs and park cars on their own. All others, including employees, housekeepers, nannies, nurses, chauffeurs, service providers, contractors, etc. should either valet park or park at the valets' direction and pay the valet fee. No owner should under any circumstance open the garage gates to allow another person to park inside the property. During weekend and holidays when parking is at a premium, Management may restrict visitor vehicle per unit. family members, employees, servants, agents, visitors, and licensees must use the valet service. After the utilization of your parking spots you can park a second car in the spaces shown as visitor parking in a first come first serve basis. It is not allowed to have three cars on the premises, unless you lease a parking spot from someone else. No owner under any circumstance will open the gate to allow another person to park inside the property. During weekend and holidays, Valet company will be instructed to manage the overflow of cars.

21. SWIMMING POOL: Unit owners, their lessees and their respective family members and guests using the swimming pool do so at their own risk. Unit owner, their lessees and their respective family members and guests shall obey the posted swimming pool rules. The following are basic rules for all persons using the swimming pool:

a. Unit owners and lessees are prohibited from bringing children under twelve

(12) years of age to the pool and leaving them unsupervised as they are expected to personally supervise their children. No child shall be left in the custody of the pool attendant, if any.

b. Swimming in the pool is permitted between the hours posted.

c. A child who cannot safely swim may not be brought to the pool unless accompanied, at all times, by an adult who is capable of swimming. Such a child cannot enter the swimming pool unless accompanied by an adult who is in the swimming pool in appropriate attire.

d. All persons using the swimming pool must be appropriately attired.

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e. Bathing caps are to be worn by all persons having shoulder length hairs.

f. All persons using the swimming pool must shower thoroughly before entering the swimming pool. All persons returning from the beach must shower before entering the swimming pool.

g. Pool safety equipment and cables should be kept in place and shall not be used, except for its intended uses by people qualified to use such pool safety equipment.

h. Pneumatic floats or other items of a similar nature, other than swimming aids, are not permitted in the swimming pool.

i. Animals are not permitted in the general swimming pool area.

j. Running, jumping, skating or any other activity which creates a danger of annoyance in the general swimming pool area are prohibited.

k. Beverage or food is not to be consumed at pool side, except with the permission of the Board of Directors.

l. If suntan oil is used, a beach towel must be used to cover pool and patio furniture.

m. Children who are not toilet trained, whether wearing diapers or not, are prohibited from entering the swimming pool or Jacuzzi.

n. No loud music.

o. Residents and guests returning from pool must use the entrance door next to the gym and then proceed to only use the service elevator.

22. FIRE DOORS: Unit owners, lessees, and their respective family members and guests shall not use the fire doors for ingress and egress, except in emergency situations.

23. HURRICANE PREPARATIONS: Each unit owner or lessee who plans to be absent from the Condominium during the hurricane season must prepare the unit prior to departure by designating a responsible firm or individual to care for the unit during the unit owner's or lessee's absence in the event that the unit should suffer hurricane damage. The designated firm or individual shall be registered with the Board of Directors and such designated firm or individual shall contact the Board of Directors for permission to install or to remove hurricane shutters. If permission is given by the Board of Directors for the installation of storm shutters, then the approval shall be conditioned upon the Board of Directors also approving the quality of the storm shutters and the aesthetic appearance of the storm shutters. Storm shutters shall only be installed during hurricane "watch" and hurricane "warning" situations.

24. WATERBEDS: No waterbeds are to be brought into the units for any purpose Whatsoever.

25. GUEST: (Revised June 20, 1994). Unit owners and lessees shall notify the Board of Directors, upon at least 10 days prior written notice, of arrival and departure dates of guests who have permission to occupy the unit in the absence of the unit owner and the lessee. All guests must check in at the Association office prior to entering the unit in which they desire to occupy. The Association may, in its reasonable discretion, limit the number of guests who may reside in a unit in any one time. The Board of Directors has determined that a maximum of 5 guests may reside in the 1, 2, 3, 4 and 7 line units and up to 6 guests may reside in the 5 and 6 line units.

26. PEST CONTROL: All unit owners and lessees shall permit employees of pest control companies employed by the Association, if any, to enter into the units, at regularly scheduled times, to perform pest control services.

27. COOPERATION WITH BOARD OF DIRECTORS: All unit owners and lessees shall cooperate fully with the Board of Directors in effecting a coordinated move-in and move-

out schedule including, but not limited to, use of the elevators for moving of furniture and furnishings.

28. DOUBLE SERVICE DOORS: (Adopted May 18, 1994). During weekdays, Monday through Friday, the double service doors are to be kept closed from 6:00 p.m. until 8:00

a.m. On Saturdays and Sundays, the double service doors are to be kept closed at all times. The security guards are requested to keep the double service doors closed during the hours that the doors are required to be closed pursuant to paragraphs 1 or 2 above.

29. ANNOUNCEMENT OF GUESTS (Adopted May 18, 1994).

a. No guest is to be allowed upstairs without checking in at the Front Desk.

b. No guest is to be allowed upstairs unless either: (a). A call is made to the apartment to which the guest is going to and that unit owner/tenant acknowledges the guest, or (b) the name of the guest was submitted by the unit owner/tenant to the concierge's desk for pre-approval of the guest to go upstairs.

c. Under no circumstances is a person to be allowed upstairs without complying with the above rules.

d. The front doors are to be closed from the outside-in at all times, and after 10:00 p.m., the doors are to be also closed from the inside-out. No one is to allow to enter the building unless the person is a unit owner, tenant, or acknowledged guest or vendor. The person in attendance at the concierge's desk will be responsible for complying with the above rules.

30. AUTHORIZATION OF VENDORS AND SERVICE PERSONNEL TO ENTER THE BUILDING (Adopted May 18, 1994)

a. All vendors and service personnel are to first leave their vehicles on the driveway ramp near the valet office and proceed immediately to the concierge's desk. The concierge's desk will then validate the vendor or service personnel and authorize the service person or vendor to park his vehicle in a guest parking spot and proceed to enter the building and the concierge desk shall communicate this authorization to the valet.

b. The valet attendants are required to note the name of the truck and the license tag number of the truck of each service person and vendor seeking admittance into the building.

c. All vendors and service personnel are to have proper identification and must be authorized by the unit owner or tenant to enter the building. Authorization by unit owners or tenants may be either in writing or by telephone and the concierge's desk shall keep a record of such authorization. The person in attendance at the concierge's desk will be responsible for complying with the above rules concerning vendors and service personnel.

31. CARDIO ROOM AND GYM: (Adopted June 20, 1994).

a. Children younger than 10 years are not permitted in either the men's or women's gym. Children 10 to 15 are permitted in either gym provided they are accompanied by an adult. Any person age 15 or older may use either gym.

b. The TV sets in the men's gym should both be tuned to the same channel. Courtesy dictates that the first person in the room has the right to watch what he or she desires to watch on both of the TV's. When that person leaves the room, then the next person who enters the room may watch what he or she so desires. This rotation method will continue as long as there is more than one person in the gym who desires to watch television.

c. If there are people waiting to use the equipment, there will be a one hour limit on the use of that piece of equipment by one person.

d. All weights should be returned to the weight rack for the next person to use. Weights cannot be removed from the gym in which they are located.

e. All machines should be wiped clean of any sweat for the next person to use.

f. Anyone using either gym may do so at their own risk.

g. There is no horse playing allowed in the gymnasium.

h. No equipment can be moved or removed from the gym.

i. Patrons of the gym must use headphones if listening to music.

32. TOWING OF AUTOMOBILES PARKED IN UNAUTHORIZED SPACES:

(Adopted June 20, 1994). Automobiles parked in spaces in which they are not authorized to park will be towed away at the expense of the automobile's owner.

33. PET RULES: (Amended September 1st,2022.)

a. Upon approval by the Board of Directors, all dogs must be registered with DNA.

b. Unless the service elevator is out of service, large pets must be transported solely in the service elevator and may not use the two front passenger elevators. You may use the passenger elevators if you carry your pet. In the event your pet soils the elevator floor, you are required to immediately obtain cleaning equipment to clean the elevator floor. If the pet owner fails to clean the mess, then the pet owner will be responsible for all clean-up costs.

c. Extreme diligence is imperative on the part of pet owners to prevent any accident and to insure that pets are not a nuisance.

d. Pets must be kept in the Unit except when accompanied by the owner and when outside, the pet must be kept on a leash.

e. Pets may not go on the outdoor mezzanine level of the building which contains the swimming pools, Jacuzzi and lounging area.

f. Due to unsanitary conditions in the grassy area behind the building that is fenced in, Pets are prohibited from going in this grassy area. In the event that you desire to transport your Pet to the beach, then pet owners will be required to carry their Pet through the grassy area to the beach.

g. No pets are allowed in either the men's and women's gym rooms.

h. In the event that you pets soils the hallways or common areas of the building, the Pet owner will be required to immediately clean up the mess. If the pet owner fails to clean the mess, then the pet owner will be responsible for all clean-up costs.

i. Effective November 1, 1994, no pets in excess of 25 pounds may reside in any unit of L'Excellence Condominium. This rule applies to pets that have not previously been registered with L'Excellence Condominium prior to November 1, 1994.

j. The Board of Directors may prohibit certain types of pets entirely such as exotic animals, The Board of Directors has the right to require any Unit owner (or any lessee or family member or any invitees of any owner or lessee) to remove any such pet from the Unit and the Condominium Property, if either (1) the pet owner fails to register the pet within the time allowed for in the regulations, or (2) in the opinion of the Board of Directors, such pet is creating a nuisance as a result of the pet owner violating the condo documents concerning pet or the rules and regulations enacted by the Board of Directors concerning pets three times in any 12-month consecutive period. Examples of nuisances include but are not limited to: the owner of the pet does not clean up after the animal on Condominium Property, the animal is noisy, the9animal is not properly controlled or the pet owner's actions do not comply with the rules established by the declaration or this document. Pets must be registered within 48 hours after they are first brought into the building (assuming that such pets otherwise meet the above rules, such as the

weight limitation).

k. In order for permission or continued permission by the Board of Directors to allow you to maintain your pet in your Unit or on the Condominium Property, it is necessary that each adult and child member (or lessee or guests) residing in the Unit agree to comply with the declaration and rules and regulations of the Association with respect to pets, which declaration and rules and regulations are described in this document.

l. If you pet is considered a service animal proper documentation must be presented.

m. n. In the event that your pet defecates in any part of the common area, a DNA test will be conducted. If the dog is identified, the respective owner shall be responsible for the testing fee, and a fine of $50.00 dollars payable to the association.

34. WORK PERMIT: (Adopted November 22, 1994). No work requiring a permit will be done without the required permit.

35. SKATING: (Adopted January 5, 1995). The Board unanimously passed a rule effective immediately that roller blading and roller skating are prohibited in the parking garages and in the common areas due to the liability of the Condominium Association.

36. DELIVERIES AND USE OF FREIGHT ELEVATOR: (Adopted on March 11,

1997). Vendor Deliveries, Movers and Contractors are allowed Monday through Friday from 9:00 AM until 5:00 PM. The Freight Elevator must be reserved in advance at the concierge's desk and a refundable deposit of $ 300.00 fee must be held in the Management Office anytime the Freight Elevator is being used to transport deliveries, furnishings, or contractors with tools and materials along with a $100.00 non-refundable reservation fee. The $300.00 refundable fee may be deposited if damages are found in the areas of moving afterwards such as, service corridor, elevator doors of appropriate levels, carpet on moving floor, walls on moving floor, etc. Which will be checked by maintenance before and after move in. Exceptions to accommodate a Saturday merchandise delivery may be made at the Manager's discretion, as long as the exception stays within the following parameters. 1. The resident must show that they have tried to receive the delivery during the normal time, but there are unusual circumstances involving the delivery date. 2. The number of pieces in the delivery must be small and transportable in one freight elevator trip. 3. The owner must be home at the time of the delivery and must be present with the merchandise while it is transported to the apartment. 4. Any exception must be authorized by the Manager no later than Friday and the proper reservations and deposits must be acknowledged in advance. 5. Under no circumstances will a move-in or move-out be allowed on a week-end.

37. BBQ AND KITCHEN: The BBQ and Kitchen may be reserved with a form and a refundable check in the amount of $100 if there are going to be less than 10 people or $250 is there will be more than 10 people. Deposit will be returned if area is left clean and no damage is sustained. It will be held and returned after inspection of grill and area.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.

L'EXCELLENCE CONDOMINIUM ASSOCIATION, INC.

L'Excellence Condominium Association

5757 Collins Ave Miami Beach, FL 33140
Office: 305-865-4242 Fax: 305-865-8868

Acknowledgement of Receipt the Rules & Regulations

I/We

_____

(Please Print Name)

of unit #___ at the L'Excellence Condominium Association, have read the Rules and Regulations and fully understand that a violation of the Rules and Regulations will result in a letter and/or fine. A Full set of Rules and Regulations is initialed and attached.

Signed this Day of_____, 20.___

_____ _____

Signature Signature

L'Excellence Condominium Association

5757 Collins Ave Miami Beach, FL 33140
Office: 305-865-4242 Fax: 305-865-8868

Homeowner Insurance Reminder

Florida Statutes 718 .111 (11) (b) (3) and (c) require all unit owners to maintain adequate homeowners' insurance. In the event of a disaster, you are responsible not only for your personal belongings, but for replacing or repairing all internal damage to your unit from the drywall inward. For your protection, please be sure you have adequate contents coverage.

FS 718.111 (11) (b) (3.) All portions of the condominium property for which the Declaration of condominium requires coverage by the association.

Anything to the contrary not with-standing the terms "condominium property," "building," "improvements," "insurable improvements," "common elements," "association property," or any other term found in the declaration of condominium which defines the scope of property or casualty insurance that condominium association must obtain shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, 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 which are located within the boundaries of a unit and serve only one unit and all air conditioning compressors that service only an individual unit, whether or not located within the unit boundaries. The foregoing is intended to establish the property or casualty ensuring responsibilities of the association and those of the individual unit owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual unit owner. Beginning January 1, 2004, the association shall have the authority to amend the declaration of condominium, without regard to any requirement for mortgagee approval of amendments affecting insurance requirements to conform the declaration of condominium to the coverage requirements of this section.

(c) Every hazard insurance policy issued or renewed on or after January 1, 2004, to an individual unit owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual unit.

Owner providing such coverage shall be without rights of subrogation against the condominium association that operates the condominium in which such unit owner's unit is located. All real or personal property located within the boundaries of the unit owner's unit which is excluded from the coverage to be provided by the association as set forth in paragraph (b) shall be Insured by the individual unit owner.

_____

Print

_____

Signature

L'Excellence Condominium Association

5757 Collins Ave Miami Beach, FL 33140
Office: 305-865-4242 Fax: 305-865-8868

PETS

Name: _____

Description: _____

Approximate Weight: _____

Age: _____

Type of Pet: _____

Breed: _____

Color: _____

Name: _____

Description: _____

Approximate Weight: _____

Age: _____

Type of Pet: _____

Breed: _____

Color: _____

L'Excellence Condominium Association

5757 Collins Ave Miami Beach, FL 33140
Office: 305-865-4242 Fax: 305-865-8868

Acknowledgement of Receipt of Parking Space Designation

I/We

_____

(Please Print Name)

Of unit #_____ at the L'Excellence Condominiums Association fully understand that as an owner/lessee has the rights to only one parking space, #_____located in the_____.

If I have a second vehicle and there was parking space available at the visitors I may park there.

Signed this__Day of_____ 20__.

_____ _____

Signature Signature

L'Excellence Condominium Association

5757 Collins Ave Miami Beach, FL 33140
Office: 305-865-4242 Fax: 305-865-8868

Move In-Move Out Policy & Deliveries

All move in and move outs, including deliveries, must be scheduled with the front desk. Please call 305.865.4242 to schedule. Give as much notice as possible in order to preserve the elevator on the date needed. A $300.00 deposit is required to cover the cost of any damages that may occur during a move in (personal check accepted). Moving out requires a cashier's check.

No Vendor or individual will be allowed access to the building without first scheduling with front desk and without checking in at the front desk (security).

Deliveries Move ins and Move Outs are NOT allowed on Saturdays or Sundays or Holidays.

Moving and delivery hours are 9:00AM to 5:00PM
Monday through Friday - NO EXCEPTIONS

Only the service elevator is to be used. No stacking of furniture, either on the move in and move out floor or the main floor. No work is to be done in the hallways. All work including, cutting, painting, carpentry etc., must be done in the apartment or off the premises.

Boxes must be disposed of properly by being broken down and taken down to the dumpster area in the receiving area first floor. Do not place any packing material in the trash room on your floor and do not throw these materials down the trash chute. **Any materials that require removal by L 'Excellence will be charged $100.00.**

If any of these rules are violated, the mover or vendor will be asked to leave the property and will be denied access future access.

Please contact the management office if you require additional information.

I have read the above and agree to follow the Rules and Regulations regarding moving and deliveries.

Witness: _____ Signature: _____

Unit#: _____ Print Name: _____

L'Excellence Condominium Association

5757 Collins Ave Miami Beach, FL 33140
Office: 305-865-4242 Fax: 305-865-8868

Notification of Move In

Date: _____

To: **Concierge and Valet**

Unit#_____was_____and New Resident may Move in on/or after_____

.

Date: _____

New Names: _____

Phone: _____

Email: _____

They have a pet _____ it is_____

Please remove the name of old resident: _____

From your records.

Thank you,

Management