

BRICKELL ON THE RIVER MASTER ASSOCIATION

Welcome to your new home.

On behalf of the Management and Board of Directors of Brickell on the River Master Association, it is a pleasure to welcome your home.

This packet contains a number of useful materials to help orient you on our community's rules and regulations for tranquil living. It covers the Master Association rules specifically.

Our community is made up of three parts, North Tower Association, South Tower Association and Master Association. The North and South Tower have separate governing boards to manage each building. The Master Association is a joint organization of both towers to manage the common areas such as the garage, fitness center, pool area, etc.

Your Property Management is Miami Management Incorporated (MMI) and will be working diligently to make your living experience here pleasant. Please make sure to come by our office in the North Tower and introduce yourself. We are here as a resource to help you enjoy your home for years to come.

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BRICKELL

ON THE RIVER

MASTER ASSOCIATION

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I. Master Association Rules and Regulations

A. Recreational Facilities

1. Recreational facilities are common areas which include, but are not limited to: the swimming pool decks, the swimming pools, spa, Club Rooms, business center, fitness center, whirlpools, saunas and steam rooms.
2. No professional photographs or videos may be taken while using any portion of the Common Areas or Recreational Facilities without prior written consent of the Association through Management.
3. Owners, their Families, Tenants, and Guests using the recreational facilities do so at their own risk. The recreational facilities are to be used exclusively in the manner for which they are intended and abuses are subject to action by the Unit Owners, management, and the Board. Persons using the recreational facilities are required to read and obey the rules.
4. No one may create excessive noise when using the recreational facilities. Should the Master Association receive a complaint against anyone using the facilities, that person will get one warning and be asked to minimize the noise they are making. If the Master Association receives a second complaint about the same person on the same day, that person will be asked to leave the recreational facilities.
5. The hours of use for the recreational facilities are specifically set forth below. Noise restrictions are in effect at all hours, and the recreational facilities ARE NOT EXCLUDED. Residents must be considerate of their neighbors at all times of the day, being especially conscientious in the early morning and late evening hours.
6. Proper attire must be worn at all times while using the recreation room and/or fitness center. Residents may not use the equipment shirtless or barefoot. Residents shall leave all equipment clean and dry, and generally in the same condition as when they arrived.
7. Guests must be accompanied by a registered resident any time they are using the recreational facilities. There is a maximum of two guests per Unit, in the fitness center, at any time. The Master Association reserves the right to ask any unescorted visitors to leave the premises immediately.

B. Club room (1st Floor, North Tower)

1. The Club Room is for the use of all residents at Brickell on the River. The Club Room may not be rented, reserved, or otherwise set-aside for any nonmember of the Master Association. The use of the facility is on a first-come-first-served basis.
2. For purposes of using the Club Room for personal reasons, such as watching the large screen television or entertaining no more than six (6) guests, the person on duty at the front desk shall maintain a key and cause the access control on duty to allow access to residents upon

request if not in use. Residents shall notify the front desk upon completion at which time the access control on duty shall inspect the Club Rooms for proper cleanliness and/or damages. The resident's Security Deposit shall be used to cover damages, if any.

3. For purposes of entertaining a larger group size, a party larger than six (6) guests, prior arrangements shall be made with the management office and effective deposit and fees paid in advance.
4. Valet parking for guests of an event held in the Club room is available on a first-come-first served basis. Guests are responsible to pay for valet fees, as applicable. At least 24 hours prior to the event, notice to management must be given to if there are more than 15 vehicles attending. An additional charge for an additional valet attendant will be required.
5. Resident shall not leave trash behind, the trash bin may be used to capacity. In the event the Club Rooms is left untidy or otherwise unclean, the cost of cleaning will be deducted from the cleaning deposit.
6. Guest(s) must be accompanied by a registered resident at all times.
7. Clubroom is open for all residents every day from 7:00 am to 7:00 pm except if there is a reservation for an event.
8. Pets are not allowed in the Club Room.

C. Policy on Proper Attire in Common Areas

Policy on Proper Attire in Common Areas to promote a respectful and family-friendly community environment, this policy provides guidelines about what is considered acceptable attire in the indoor residential common areas. The intent is to ensure comfort and mutual respect for all residents and guests.

General Guidelines

1. Appropriate Coverage:

- Residents and guests must wear clothing that ensures sufficient coverage in all common areas.
- Examples of unacceptable attire include:
 - Swimwear without a cover-up.
 - Clothing that is excessively revealing or lewd in nature, including sheer or see-through garments without adequate underlayers.

2. Footwear Requirement:

- Footwear, such as shoes, sandals, or slippers, must be worn in all indoor shared spaces for hygiene and safety reasons.

3. Cultural and Family Sensitivity

- To respect the diverse cultural backgrounds and family dynamics within our community, residents and guests are encouraged to dress with consideration for others, particularly in high-traffic shared areas where children are often present.

Guidelines for Specific Areas

- **Gym/Fitness Center:**

- Workout-appropriate attire, including leggings, tights, tank tops, and sports bras, is allowed.
- Clothing is considered that is excessively revealing or lewd in nature, including sheer or see-through garments without adequate underlayers.

- **Pool and Poolside Areas:**

- Swimwear may be worn alone within the pool and pool deck areas. Residents must wear a cover-up, towel, or similar clothing when transiting through shared spaces.

Enforcement

To ensure fairness and consistency, the following procedures will apply:

1. **First Violation:** A written warning will be issued, with reference to this policy.
2. **Subsequent Violations:** Repeated offenses may result in fines as outlined in the governing documents.

D. Fitness Center Rules and Regulations (6th, 7th & 8th Floor)

1. Fitness Center hours: open 24 hours, 7 days a week.
2. There is no attendant on duty.
3. Anyone using these facilities does so at his/her own risk.
4. Consult your physician before beginning an exercise program.
5. Do not use the exercise equipment unless you are in good physical condition.
6. If you feel dizzy or lightheaded stop using the equipment and see your physician.
7. Anyone who is not competent with using exercise equipment and/or weights must be accompanied by a responsible, competent person in the exercise room, who is familiar with the use of the exercise equipment and weights and physically capable of effectively and safely handling the same. The equipment is to be used for its intended purpose only. No one is permitted to use the equipment in a dangerous or improper manner. No person should use any of the fitness facilities or any piece of equipment in the facilities other than for its intended use or in a manner that violates the manufacturer's safety warnings for the equipment.
8. Proper attire is required in the Fitness Center at all times.
9. Please report any equipment problems to the Management Office.
10. Please wipe the equipment when you finish using it.
11. Upon completion of using any equipment, the resident is required to return it to the proper designated location. This specifically includes re-racking weights in their proper location.
12. No person shall remove any equipment from the recreation facilities.
13. The Master Association is not responsible for any person's personal property.
14. No food or alcoholic beverages are permitted in the Fitness Center.

15. No pets are permitted in the Fitness Center.
16. Proper decorum is required at all times.
17. Personal Trainers must be registered with the Management office and provide Certificate of Insurance.
18. Towels are property of the Master association. Once done, please place in used towel bin.
19. Residents must not create excessive noise while in the Fitness Center at any time of day. Residents must cooperate with any instructions they receive from the access control regarding noise.
20. No transportation devices, including scooters, skate boards, etc, shall be permitted.
21. Sliding doors must be closed at all times.

E. Spa Rules: Whirlpool, Steam & Sauna Room (9th & 10th Floor)

1. Spa, Steam & Sauna Room hours: open 6:00 A.M. to 10:00 P.M.
2. 9th floor Spa is dedicated to only Female residents. The 10th floor is dedicated to Male residents except during 6pm to 10pm daily, which is considered a coed environment.
3. Spa maximum water temperature is 104° F (40° C). Because of the high temperature of the spa, it is recommended that pregnant women, people with health problems, children, the elderly and people using alcohol, narcotics, or other drugs that cause drowsiness do not use the spa without first consulting with their doctor. In addition, use must be limited to no more than recommended use time.
4. Do not place personal items, such as towels, paper towels, in proximity of the temperature sensors. This can be a fire hazard.
5. Any person with health issues should consult his/her/their physician before using Spa and use must be limited to no more than recommended use time.
6. Steam and Sauna- proper swim suits that are lined, must be worn, no street clothes or shoes allowed.
7. All persons must shower before entering whirlpool, steam room or sauna room.
8. Proper attire is required for all areas.
9. Recommended use time is 10 minutes maximum for all areas – exit the room immediately if you feel faint or are having difficulty breathing, experience excessive sweating, nausea, or muscle cramps.
10. No one with an open or running sore or infectious disease is permitted in these areas.
11. No eating or drinking alcohol permitted.
12. No glass containers allowed in these areas.
13. No jumping or diving permitted in the whirlpool.
14. Do not take a nap or allow others to sleep in the whirlpool, steam room, or sauna.
15. Protect yourself and others, wear a towel and avoid direct contact with seats, floor, and other surfaces – help keep the area clean.
16. Do not put water on the rocks/heater in the sauna.

17. Children under 16 years old are not permitted in these areas for safety reasons.
18. The whirlpool, steam room, and sauna will be closed thirty minutes (30) prior to the closing of the facilities.
19. Orderly conduct is a necessity. The steam/sauna rooms and whirlpool may be closed without notice anytime inappropriate activity is reported or observed.

F. Pool Rules

1. Pool Hours: dawn to Dusk. Pool Deck is open until Midnight.
2. Maximum swimming pool capacity is:
 - North Tower Pool: 39 persons;
 - South Tower Pool: 24 persons.
3. Pool depths are measured in feet.
4. All persons must shower before entering pool.
5. Emergency Medical Services phone #911.
6. WARNING-NO LIFEGUARD.
7. NO DIVING.
8. Primary use of the pools is for that of leisure activity. As such, exercise activity may be limited.
9. No animals in pool or on pool deck
10. No food, drink, or glass in the pool or within the red border on the pool deck.
11. Whirlpool maximum water temperature is 104° F (40° C).
12. No use of pool after Dusk
13. Pool furniture may not be removed from the pool area.
14. No cups, serving dishes, containers, or any other item made of non-shatterproof material is permitted anywhere on the pool deck.
15. All persons enter the pool at their own risk. No person who is not a fully capable and competent swimmer may enter into the pool without another person who is fully capable and competent to swim him/herself and assist the less than capable or competent swimmer.
16. Residents must not create excessive noise while in the pool deck at any time of day, and must be particularly conscientious during night time hours. Residents must cooperate with any instructions they receive from the Security Officers regarding noise.
17. Sound amplifying devices such as speakers, radios, etc, are prohibited.
18. Registered residents with guests of any age shall be responsible for conducting themselves in such a manner as to not cause any bodily waste to occur in the pools, whirlpool, common areas, or any other amenities, as this is a health hazard to other residents.
19. Guests using the pool must be registered at the Front Desk, and must comply with all posted pool rules.
20. Owners, Tenants and Residents shall remain responsible, in all aspects, for the actions of their guest(s).

21. No nuisance noise or activity is permitted anywhere on the pool deck.
22. Items such as skates, skateboards, surfboards, frisbees and bicycles, scooters, etc. are not permitted in the pool area.
23. No Professional Instruction will be permitted in any public area without Management approval.
24. Nudity and female toplessness is not permitted anywhere on common areas of the premises.
25. Towel services are provided over the weekends and holidays at the pool area. During the weekdays towel services are located at the concierge desk (Lobby North Tower).
26. Towels are the property of the Master Association and must be returned upon completion of use.
27. No parties of 8 or more guests shall be allowed in the pool area.
28. Residents and guests shall at all times act professionally and with respect to Master Association staff and management.
29. Do not swallow pool water
30. Violators of Pool Rules are subject to Written Violation Notices and Fines, and suspension of common areas use rights.
31. Staff is authorized to eject any person(s) from the pool area for apparent drunkenness, aggressive behavior, disrespectful behavior, use of offensive language, or violation of any Brickell on the River Rules, Covenants, and Restrictions. Further, staff may enlist the help of the Police, when necessary, to safely enforce these rules. If Staff's instructions are not complied with after the first notice Police shall be called to assure compliance.

G. Pool Barbecue Grills Rules

1. Pool Deck Barbeque hours of operation: Dawn 09:00 a.m. to 12:00 a. m.
2. Advance reservations are required as follows:
 - 2.1 Reservations shall be made through the Master Association website;
 - 2.2 Availability is determined on a first come first served basis;
 - 2.3 It is highly recommended that reservations are made as soon as possible;
 - 2.4 Maximum reserved time shall not exceed a two (2) hour segment;
 - 2.5 Additional hourly segments may be approved, provided, no prior or subsequent reservations have been recorded;
 - 2.6 Special arrangements may be made on a case by case basis, at sole discretion of Master Association General Manager.
3. Guidelines to be used by Master Association General Manager for approving a longer reservation period shall include, but are not limited to the following:
 - 3.1 Any previous reservations may be re-scheduled without inconveniencing the reserving party;
 - 3.2 No previous abuse of the privilege to use the barbecues has been recorded;
4. A fee and security deposit shall be required at time of reservation.
 - 4.1 A fee to cover the costs related to the use of gas and maintenance services gives you the right to reserve for up to a period of 6 calendar months shall be paid at time of reservation.
 - 4.2 A security deposit will be required to protect against damage to the common elements.

This deposit shall be returned at the end your tenancy or the sell of your property.

- 4.3 Only checks, credit, or debit cards will be accepted.
5. No cups, serving dishes, containers, or any other item made of non-shatterproof material is permitted anywhere on the pool deck.
6. Grilling Safety Rules. THE USE OF GAS UNDER PRESSURE IS EXTREMELY DANGEROUS, USE AT YOUR OWN RISK.
 - 6.1 Instructions. Please, read the gas grill manual. You can find the manuals attached to each grill and on the manufacturer's website. Do not remove the manual(s) from its attached location.
 - 6.2 Follow all the safety guidelines. Resident are ultimately responsible for the use and operation of the grills. Residents and guests will be responsible for any damage that occurs during the use of a grill.
 - 6.3 Gas Safety. The number one cause of gas grill fires is an obstruction in the path of the fuel. This largely takes place behind, underneath or inside your grill where you do not look. This means you need to inspect the gas grill for problems before each use. Bugs and other critters can climb into little places causing gas to flow where it shouldn't. At the first sign of problems turn off your control values, turn off the fuel tank.
 - 6.4 Fire. Gas grill operators must know the location of fire extinguisher(s). Operators must know how to turn off the fuel supply, extinguish fires, including grease fires, and call the fire department. Always have one person in charge of the cooking fire at all times.
 - 6.4.1 Once lit never leave a grill unattended.
 - 6.4.2 Keep fire under control. To put out flare-ups, adjust the controls to lower the temperature.
 - 6.4.3 Be ready to extinguish flames. Use the available fire extinguisher(s).
 - 6.5 Intoxication. Operators must not be intoxicated while operating the grill(s).
 - 6.6 Use long-handled utensils. Use barbecue utensils with long handles (forks, tongs, etc.) to avoid burns and splatters.
 - 6.7 Wear safe clothing. Wear clothing that does not have hanging shirt tails, frills, or apron strings that can hang into the flame and catch fire. Use flame-retardant mitts when required.
 - 6.8 Stay away from hot grill. Don't allow anyone to conduct activity near the grill when in use or immediately following its use. The grill body remains hot up to an hour after being used. Operators remain responsible for the grill until it has returned to a temperature that is safe to touch.
 - 6.9 Don't move grill. Never move a grill form its location.
 - 6.10 Cleaning. Each user is responsible to clean the grilling surface prior to and after each use. The Master Association management shall clean the complete grill and perform general maintenance on all grills on a daily basis.
 - 6.11 Inspection. Operators are responsible to visually inspect the grill prior to each use. Operators must check burners for blockage and tubes, hoses for cracks, leaks or brittleness. Ensure that there are no sharp bends in hoses. If cracks or leaks appear in

hoses, discontinue use and notify Management immediately.

- 6.11.1 Make certain that propane cylinder does not have any dents, gouges, bulges, and leaks, fire damage or rust. Cylinders should be replaced if any of these signs are evident.
- 6.11.2 Always make certain that the control knobs for the gas grills are in the OFF position prior to igniting. When grill is not in use, knob on propane cylinder must be in the OFF position.
- 6.11.3 Liquid Propane (LP) is an odorless gas. However, manufactures include an ingredient which permits it to have an odor. A “rotten egg” smell indicates a gas leak.
 - a. Do not turn electric switches off or on, light matches or do anything that could ignite gas.
 - b. Immediately get all people out of the area.
 - c. Close valve on propane tank. Turn knobs on grill to the OFF position. Do not turn valves on or re-enter the area until the leak has been corrected.
 - d. Call the Front Desk and report leak. If need be, call the fire department away from the site of the gas leak.
- 6.12 Lighting grill. If gas grill fails to light on first attempt, turn the burner control off and allow the gas to dissipate prior to trying again.
- 6.13 Always start gas grills with the lid in the open position. Gas can collect if lid is down which can create an explosion when grill is lit.
- 6.14 During Cooking. If the fire on the burners of the gas grill goes out during cooking, turn all of the knobs to the OFF position. Open lid and wait five minutes before attempting to relight.
 - 6.14.1 An adult must be present and actively operating the grill(s) at all times.
 - 6.14.2 No glass containers or glass serving dishes allowed.
- 7. Each resident is responsible to clean up after themselves. All waste must be placed in the trash containers on the pool deck.
- 8. Orientation. Residents may request an on-site orientation by Management on the use of the grill(s).
- 9. Management shall have the authority to ask resident users to cease further use upon violation of any of the forgoing rules or any evident hazardous use.
- 10. Any violation of the rules will result in a fine, or suspension of the use of the grills.

H. Business Center (8th Floor, North Tower)

Residents may use the Business Center located on the 8th floor and its furnishings as follows:

1. Business Center: open 24 hours, 7 days a week.
2. There is no attendant on duty; however, the Front Desk shall arrange for access.
3. Advance reservations are required as follows:
 - 3.1 Reservations shall be managed by online portal add – link;
 - 3.2 Availability is determined on a first come first served basis;
 - 3.3 It is highly recommended that reservations are made as early as possible;
 - 3.4 Maximum reserved time shall not exceed a two (2) hour segment;
 - 3.5 Additional hourly segments may be approved via portal, provided, no prior or subsequent reservations have been recorded;
4. Guidelines for approving a longer reservation period shall be facilitated through the Master Association Management office and will include, but not limited to the following:
 - 4.1 Any previous reservations may be re-scheduled without inconveniencing the reserving party;
 - 4.2 No previous abuse of the privilege to use the Business Center has been recorded;
 - 4.3 All special arrangements shall be limited to not more than eight (8) consecutive hours per day.
5. Anyone using this facility does so at his/her own risk.
6. Use of the office equipment is permitted for lawful purposes only and strictly at the user's own risk.
7. No technical support is available.
8. Please report any equipment problems to the Management Office.
9. Please clean the equipment when you finish using it.
10. The Master Association is not responsible for your personal property.
11. Food and beverages are allowed in the Business Center provided that all food, beverage, their containers and wrappings are removed from the Business Center prior to leaving.
12. No food or beverage residue, including, their containers and wrappers or utensils shall remain in the Business Center after each use. Residents remain responsible for cleaning up after themselves.
13. All trash shall be removed from the Business Center and deposited in a proper trash chute.
14. Proper decorum is required at all times.

I. Pet Regulations

1. Pets, birds, fish, service animals, and other household, domestic animals, not including reptiles or wildlife, may be kept or maintained in or about the Master Association Property; however, they shall neither be kept nor maintained in or about the Master Association Property except in accordance with the following, in addition to the applicable terms of the Declaration:
2. Dogs and cats shall not be permitted on the Master Association Property unless attended by an adult and on a leash, in the immediate proximity of the owner and not a nuisance to other people or pets. Residents must at all times restrain and control pet activity while in the hallways, elevators and other Common Areas. Dogs and cats shall only be walked or taken upon those portions of the Master Association Property designated by the Master Association from time to time for such purposes. In no event shall dogs or cats ever be allowed to be walked or taken on or about any recreational facilities contained within the Master Association Property.
3. Pet owners shall pick up all solid wastes from their pets and dispose of it appropriately. Residents shall place cat litter in a plastic trash bag that is securely tied for disposal.
 - 3.1 Visitors are not allowed to bring pets onto the premises.
 - 3.2 Owners must control excessive barking or other pet disturbances that may affect other residents.
 - 3.3 Pets are not allowed on the pool deck at any time. Pet owners may not walk a pet on any portion of the pool deck. Pets are not allowed in the Fitness rooms or Club Rooms.
 - 3.4 Each animal brought or kept upon the Master Association Property shall be at all times under the control of its Owner.
 - 3.5 All pets kept or maintained pursuant to rights under the Declaration and these Rules and Regulations, shall at all times be registered with the Master Association
 - 3.6 Pets must not be allowed to urinate or defecate in any common area of the property.
 - 3.7 All pet owners must clean-up after their pets when bringing them through any common areas.
 - 3.8 All pet waste (including cat litter, newspaper, etc.), shall be wrapped securely in a plastic garbage bag and deposited in a trash container. Do not dispose of any pet waste in any toilet on the property.

I. Parking Procedures:

1. Each unit is assigned one parking space in the garage. The Management office will distribute a parking permit to the unit purchaser for each assigned space. If the unit owner is delinquent in the payment of the assessment to the Master Association, you will not receive a parking permit.
2. A replacement fee will be charged for lost parking decals or new transponders. The fee will increase for each replacement of the lost decals.
3. All vehicles must be registered with the Management office. Registration of the vehicle must be under the resident's name.
4. All vehicles must display the approved decal and transponder in a conspicuous place readily seen from the windshield. Owners of Registered Vehicles failing to display the decal may be fined.
5. Residents shall park only in the parking space assigned to their unit. Vehicles must be parked within the painted lines and shall not protrude from the space, or in any other way obstruct parking access for other vehicles.
6. Any vehicle parked in the garage without a parking permit or in a space other than their assigned space may be towed at owner's expense.
7. Residents who find another vehicle in their assigned space may call the front desk and request to have it towed immediately, at vehicle owner's expense.
8. Vehicles NOT registered with the Management office shall be given a warning. A daily fine may be imposed. The vehicle may be towed at owner's expense.
9. Guest's vehicles will be parked by valet on a first-come-first-served basis. Once all available spaces are occupied, valet will have to turn away any additional vehicles (including a resident's vehicle). Valet will do their best to accommodate residents first, however there are no guarantees.
10. A limited number of Monthly Parking Passes are available at the Management office. This monthly pass will allow a resident to park with valet 24/7 with unlimited in and out privileges. A monthly parking pass is valid only during the month for which it is purchased irrespective of the date of purchase. Lost tickets will have to be paid in full.
11. In no event shall any Unit be entitled to more than one (1) Monthly Parking Pass. Once all passes are taken, any other resident owners or renters wanting a pass will be placed on a waiting list pursuant to the above priority. Residents with more than two (2) vehicles will have to park additional vehicles off the property when the valet parking is full.
12. Eligible Resident Owners may reserve a monthly pass for as long as they remain residents. Tenants may reserve a monthly pass for a maximum of three (3) months at a time. Monthly passes are available on a first come, first served basis.
13. All monthly passes must be paid for in advance before the first of the month.
14. A limited number of spaces have been identified and specifically marked for parking motorcycles.
15. All motorcycles must enter and exit the assigned space as designated. NO OPERATION OF MOTORCYCLES BETWEEN PARKED CARS IS ALLOWED.
16. No motor vehicle which cannot operate on its own power shall remain on the properties for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon except as is necessary.

17. Motorcycle and moped parking is permitted, so long as they conform to all other rules. Motorcycles, scooters, or mopeds found locked to any part of the building will have those locks cut and be removed by a towing service.
18. Washing vehicles is not permitted on any part of the property other than by a professional company providing such services and approved by the Board for such purposes.
19. No large commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck) may be parked on the Common properties, nor may any person keep any other vehicle on the Common Properties which is deemed to be a nuisance by the Board. No trailer, camper, motor home or recreational vehicle shall be used as a residence, either temporarily or permanently, or parked on the Common Properties.
20. The maximum height for vehicles to enter the parking garage is six feet, eight inches (6'8"). Any vehicles over 6'8" tall must be parked on the first floor of the garage.
21. All vehicles and their contents are kept on the premises at the exclusive risk of the vehicles' owners. The Master Association does not assume responsibility and shall not be liable for damages, losses, or thefts.
22. Electric Scooters should not be driven in the river walk and common areas.
23. Residents making use of an unregistered vehicle on a temporary basis, not to exceed 30 days, shall notify the management office, or front desk when the office is closed, of the expected duration of such use and shall be entitled to make use of the parking facilities as if the vehicle were registered.
24. A temporary pass could be requested in special situations such as rented cars, car loans, or similar circumstances.
25. Temporary parking pass procedures:
 - a. Complete vehicle registration information at your respective building management office (during office hours and during non-office hours at the front desk)
 - b. Display temporary pass and decal in a conspicuous place readily seen from the windshield.
 - c. Proceed to Valet, show the temporary pass, and ask them to let you into the garage.
 - d. Park only in the parking space assigned to your unit per registration information.
 - e. A temporary pass will have a defined expiration date.

J. VALET RULES

1. Valet Services are available 24 hours a day, 7 days a week. A limited number of valet parking spaces for guest are available on a first come first served basis. The valet fees are the responsibility of each individual guest.
2. Valet Services will not be provided to motorcycles or scooters, only regular vehicles , no commercial vehicles will be parked by valet.
3. The first vehicle of a resident is eligible for complimentary valet parking service to his or her assigned parking space in the garage. The vehicle must be registered and display a parking decal at all times.
4. Resident's Social event valet parking for my guests is available on a first come first served basis once all the valet spaces are occupied, my guests may be required to park off the property. If there are more than 15 vehicles on the day of the event, the resident having the event will incur an additional fee of \$20.00 per hour for an extra valet person.

K. RULES AND REGULATIONS REGARDING CHARGING STATION USE

The Brickell on the River Master Association, Inc. (the "Association") will offer the service of allowing authorized residents of the Brickell on the River North or South Towers to use the Charging Stations installed by the Master Association for their electric vehicles (the "Vehicle"), on a first come first served basis, subject to the following Rules and Regulations:

1. Anyone seeking to charge his or her Vehicle on the Master Association's Charging Stations must review, acknowledge and accept these Rules and Regulations and execute the Waiver, Release and Indemnification required by the Master Association.
2. Only authorized residents of the Brickell on the River North or South Towers may use the Master Association's Charging Stations to charge their Vehicles.
3. Anyone seeking to charge will use any available charging station to charge the EV and will disconnect it and move it with the stated 30 minutes after it is charged. The front desk may contact the registered resident and request to move the vehicle if the charging station indicate that is not in use.
4. Vehicle may be towed without further notice at owner expenses and may be subject to other penalties for violating the governing documents of the Master Association if VA stations is used inappropriately.
5. Any person found in violation of these Rules will be subject to penalties, including suspension of privileges to charge on the Charging Station. Further, he or she will be liable for any damage to the Charging Stations, person or property.

Fees Schedule*

<u>ITEM</u>
Access Cards for shopping carts
Vehicle Transponders
Late Payment of assessment fees. (After the 10 th of the month)
Club Room Rover/Access Control person per 5 hours
Club Room security deposit
Club Room clean-up deposit
Barbeque security fee
Barbeque Gas use per six (6) month period
Monthly parking pass for resident's second vehicles
Lost parking decal replacement – First
Lost parking decal replacement – Second
Lost parking decal replacement – Third
Lost parking decal replacement – Fourth

* For current fees, please, see the website or visit the Management Office.

II General Rules and Regulations for Brickell On The River Master

A. Applicability

1. The Rules and Regulations govern the use of portions of the Master Association Property. The Board of Directors may, from time to time, modify, amend or add to said Rules and Regulations. Violations of the Rules and Regulations will incur fines in accordance with the By-Laws and Florida Statutes.
2. Every Owner and other occupant or visitor shall comply with these rules and regulations as set forth herein, any and all rules and regulations, the provisions of the Declaration, By Laws and Articles of Incorporation of the Master Association, as amended from time to time.
3. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration, provided that the provisions of the Declaration shall control over these rules and regulations in the event of a conflict or ambiguity as to whether a specific practice or activity is or is not permitted. Further, anything to the contrary notwithstanding, these rules and regulations shall apply to the Developer, and its agents or employees and contractors, and to the Units owned by the Developer to the extent expressly provided and where not in conflict with existing Declarations or Bylaws.
4. In the event any rule or regulation heretofore set forth or hereinafter promulgated or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall remain in full force and effect.

B. Revised Rules and Regulations for Brickell On the River Master

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Property or Master Common Properties; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. Employees of the Master Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Master Association.
3. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Master Association Property, except signs used or approved by Master Association Board. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Master Association.
4. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in or on the Common Elements.
5. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in Master Association Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Master Association Property. No derrick or other structure designed for use in boring for oil, natural gas or

minerals shall be erected, maintained or permitted upon any portion of the Master Association Property.

6. All Occupants, tenants, their families, guests and invitees are the direct responsibility of the Owner or Tenant, including actual and complete supervision of them while within the Master Association Property and including assurance they fully comply with these Rules and Regulations and all other rules and regulations of the Master Association. Loud noises will not be tolerated.
7. The Common Elements are for the exclusive use of the Master Association members and their immediate families, permitted lessees, resident house guests and guests accompanied by a Member. No other person shall be permitted to use the Common Elements without the prior written permission of the Master Association.
8. Every applicable owner and occupant, their tenants, 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 Master Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws
9. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration , provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted.

All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request thereof and good cause shown in the sole opinion of the Board.

C. Amended Schedule B to Rules and Regulations for Brickell On the River Master

1. General Rules of Use and Occupancy

- 1.1 Official notices of Master Association business (such as Board of Directors' Meetings) are to be posted on the bulletin board at the entrance of the mailroom in the lobby at Brickell on the River.
- 1.2 No flammable materials, including but not limited to, gasoline, diesel fuel, kerosene, carbon-tetrachloride, naphtha, benzene, liquefied propane, or explosives, including fireworks, may be brought on property, or stored in limited common or common property.
- 1.3 Eating is not permitted in any Common Area that is not designated for such purpose. By way of example, but not limitation, eating is not permitted in the main lobby, corridors and fitness center. Eating is permitted in the Club Room and Business Center, but the person eating must clean up after themselves.

- 1.4 No owner or occupant may alter, move, or remove any furniture, equipment, or decoration belonging to the Master Association.
- 1.5 No soliciting. No resident or guest may leave any type of commercial advertisement in the mailroom, corridors, under doors, or on the bulletin board.
- 1.6 Residents may not smoke in any indoor/outdoor common areas on the property.
- 1.7 Residents must be dry and wearing shoes, shirts, and otherwise clothed in all common areas including lobby, elevator, and courtyards.
- 1.8 All bicycles must be stored in the designated bicycle racks in the parking garage, ground floor. If a resident wishes to park a bicycle and there is no space available in a bicycle rack, that bicycle must be stored inside that resident's Unit.
 - a. Bicycles stored in a Unit must ingress and egress through the rear door (north door facing the river walk) or the service door into the garage, next to the elevators and may not traverse the lobby.

2. Residents' Responsibility to The Master Association

- 2.1 Each Owner and occupant has the responsibility to see that the Master Association has his/her current contact information.
- 2.2 No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Management Company.
- 2.3 If a unit owner or their occupants, contractors, movers, or guests cause any damage to any part of the property, that owner is responsible for the full cost to repair those damages and will be billed by the Master Association accordingly.
- 2.4 Suggestions, complaints or demands regarding the services and facilities of our property shall be made in writing to the Master Association.

3. The Master Association's Responsibility to Residents

- 3.1 The Master Association has the responsibility to enact rules and make decisions to promote the health, happiness and peace of mind of its Members. The Master Association empowers the management company to enforce these rules and regulations on behalf of the Master Association.
- 3.2 Owners' complaints against employees should be addressed, in writing, directly to the Board of Directors. After careful investigation the Board will respond, in writing to the Owner within a reasonable time frame. Instructions for how to contact the Board of Directors directly will be permanently posted on the BOR bulletin board.
- 3.3 Official notices of Master Association business (such as Board of Directors' Meetings) are to be posted on the bulletin board at the entrance of the mailroom in the lobby at Brickell on the River as far in advance as possible. Summary notices may be placed in the elevators from time to time at the Board's discretion. The Board will provide alternate means for obtaining official notices.
- 3.4 Financial statements, budgets, rules & regulations, and board meeting minutes are

available to owners from the office upon written request. Additional copies of the prospectus, Master Association's declaration, and bylaws are available for a processing fee for each complete set.

- 3.5 In the event any facility, amenity, or service must be rationed the following order of priority shall be utilized by management: First to Owner Residents by order of seniority; then to Tenants by order of seniority.

4. Residents Responsibility to Each Other

- 4.1 Owners or occupants may not solicit in the building or on the property. Owners and occupants may use a designated solicitation bulletin board, if provided by the Master Association.
- 4.2 Igniting or discharging firecrackers, fireworks, and any other dangerous devices on BOR property is strictly prohibited.

5. Deliveries and Solicitation

- 5.1 All large deliveries must be schedule with the Master Association.
- 5.2 Solicitation is prohibited within the Master Association property. The Master Association must approve solicitation for special fund raising or charity, on a case-by-case basis. Distribution of handbills, advertisements, etc. on Master Association property is PROHIBITED. Violators may be barred from entering Master Association property. The Master Association, however, may (but is not required to do so) designate a bulletin board in a common area where handbills or advertisements may be posted for the benefit of residents.

III. Rules Violation Procedure

1. The Master Association may levy reasonable fines for violations of the declaration, association bylaws, or reasonable rules of the Master Association. A fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity for hearing.
2. The Master Association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to that portion of common areas used to provide access or utility services to the parcel. A suspension may not prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.
3. A fine or suspension levied by the Master Association may not be imposed unless the Master Association Board first provides at least 14 days' written notice of the owner's right to a hearing to the owner at his or her designated mailing or e-mail address in the Master Association's official records and, if applicable, to any occupant, licensee, or invitee of the parcel owner, sought to be fined or suspended. Such hearing must be held within 90 days after issuance of the notice before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The committee may hold the

hearing by telephone or other electronic means. The notice must include a description of the alleged violation; the specific action required to cure such violation, if applicable; and the hearing date, location, and access information if held by telephone or other electronic means. A parcel owner has the right to attend a hearing by telephone or other electronic means.

4. If the committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board.
5. Within 7 days after the hearing, the committee shall provide written notice to the parcel owner at his or her designated mailing or e-mail address in the association's official records and, if applicable, any occupant, licensee, or invitee of the parcel owner, of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected, and how the parcel owner or any occupant, licensee, or invitee of the parcel owner may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid.
6. Fining/Suspension Committee shall consist of five (5) members, though the Board may change the size of the Fining/Suspension Committee by motion or Resolution.
7. The Fining/Suspension Committee members shall serve at the pleasure of the Board of Directors. The Fining/Suspension Committee members may be removed or replaced on motion of the Board, documented in the minutes, without need for further resolution of the Board. The Fining/Suspension Committee members must be Unit Owners but may not be Board members nor persons residing in a Board member's household. The Board shall have the power to fill vacancies in the Fining/Suspension Committee and, at any time, remove any member of the Fining/Suspension Committee with or without cause. The Board shall also have the power to dissolve such Fining/Suspension Committee. The Fining/Suspension Committee shall, amongst itself, elect a Chair and a Vice-Chair.
8. The Manager, in appropriate situations, shall initially address violations through the issuance of a "Notice of Violation". The Manager may confer with the President and/or legal counsel in attending to this function, but shall be delegated the general authority and responsibility to provide initial notices of violations of the Governing Documents.
9. At least a majority of the Fining/Suspension Committee Members are required for a quorum of the Fining/Suspension Committee. Actions of the Fining/Suspension Committee shall be by vote of a majority of the Fining/Suspension Committee Members present.
10. The Board may delegate such other powers and duties to the Manager or the Fining/Suspension Committee as may be necessary or appropriate under the circumstances. The Board may adopt additional policies and procedures for Manager or the Fining/Suspension Committee to follow, or to be utilized in connection with the fining/suspension process, as amended from time to time.
11. General compliance with this Resolution shall be sufficient, it being intended to be used as a guideline to ensure fairness in the fining/suspension process. It is the intention of this Resolution and its exhibits that persons sought to be fined and/or suspended from use of the Common Elements are given a reasonable notice to be heard before the levy of a fine and/or

suspension. The Manager, in consultation with the President, where appropriate, shall have the authority to disregard the provisions of this Resolution in circumstances where the alleged behavior of a person constitutes a violation of criminal law, or poses a threat to the health, safety, or welfare of the residents of the Community, or in other circumstances where the Association believes such disregard is justified.

12. Compliance with this Resolution shall not be deemed a prerequisite to the initiation of legal proceedings or other remedies to enforce the Governing Documents, an action to collect a fine, the lawful orders or policies of the Association, or the applicable laws.

IV. Collections Policy

1. All Maintenance Fees and Assessments are due on the 1st day of each month.
2. On the 11th day of the month a late fee will be added.
3. On the 15th day of the month any account with a balance above a predefined limit will be forwarded to the Master Association's attorney, who will proceed with legal process in accordance with the Florida Statutes, which may include the filing of a Claim of Lien and a Complaint to foreclose the same.

V. Records Defined. The official records, also referred to herein as "records," available for inspection are those designated by the Act, as the official records of the Master Association. Certain official records of the Master Association must be retained, but are not available for inspection pursuant to Section 720.303(5)(g)1.-9. of the Act, as amended from time to time.

A. Records Maintained and Available. No later than January 1, 2025, the Master Association will post on its website the official records identified in Section 720.303(4)(b)1.a. of the Act, as amended from time to time.

1. The records shall be retained for the period of time required by the Act, as amended from time to time. However, ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to an amendment that prohibits or regulates rental agreements as provided in Section 720.306(1)(h) of the Act, as amended from time to time, if adopted after the effective date of this Rule shall be retained in perpetuity.
2. No information other than as defined above shall be available for inspection, unless the Master Association determines it to be in the best interest of the Master Association to make such information available for inspection.
3. Any official record that is not required to be maintained on the Master Association website pursuant to Section 720.303(4)(b)1.a.-m. of the Act, as amended from time to time, shall be maintained in paper format or other electronic format, or a combination of both, and may be posted on the Master Association's website voluntarily. If retained electronically, the official records must be retained in a computerized format readable with customary programs used in computers of consumers. All official records that are retained electronically must be properly scanned so as to be legible and complete. All official records shall be retained at the Master Association Office, in the Community, under the custody and control of the

General Manager. Should any records be maintained off-site by a third-party agent, such as an account, attorney, or bookkeeper, the General Manager shall be responsible for the retrieval of said records to make available for inspection on site or electronically, unless the Master Association chooses to make those records available for inspection at the location at which they are kept.

- B. **Persons Entitled To Inspect.** Owners have the right to inspect the records of the Master Association, as permitted by law. All references in these Rules to “Owner” will include record title holders and an Owner’s authorized representative. If a Lot is owned by a corporation, limited liability company, partnership, trust, or other entity, the Owner shall be considered the person or persons authorized to vote for the Lot pursuant to the provisions of the Governing Documents.

C. **Inspection.**

1. An Owner desiring to inspect records shall submit a written request by Certified U.S. Mail, Return Receipt Requested, therefore to the Master Association at the mailing address of the Master Association, pursuant to the most recent online records of the Florida Secretary of State, Division of Corporations. As of the date of this Policy, that contact information is as follows: Brickell on the River Master Association, Inc. c/o Maritza Gonzalez.

Requests by facsimile transmission, electronic mail (e-mail), hand delivery, regular U.S. Mail or other means do not comply with these Rules. Verbal requests do not comply with these Rules.

In order to facilitate fulfilling the records request, it is recommended that the written request specify the particular records the Owner desires to inspect, including pertinent dates or time periods in sufficient detail to permit Master Association to retrieve the exact records requested.

An Owner’s inspection request shall be deemed received by U.S. Certified Mail, Return Receipt Requested, on the date that the receipt card was signed for by the Master Association.

2. Inspection of records shall be restricted solely to those records designated in the written request for inspection and shall be conducted solely by the Owner signing the inspection request, or his or her authorized representative. No inspection of any other records shall be permitted. Notwithstanding the foregoing, if there is an additional request while inspecting the records, such records shall be requested in writing and hand-delivered to the Master Association’s representative at the inspection, and the Master Association shall have an additional ten (10) business days to provide access from the date of hand-delivery.
3. An Owner shall not submit more than one (1) written request for inspection of records within ten (10) business days from the last request made by the Owners. Any request submitted more frequently shall be null and void.

4. Inspections of records shall be conducted at the Office of the Master Association. No Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.
5. Records shall generally be made available for inspection by the Master Association on or before the tenth (10th) business day subsequent to receipt by the Master Association of the written request for inspection. This time frame may be extended upon agreement of the Owner or for good cause. In addition, this time frame may be extended on the agreement of the parties in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Master Association shall notify the Owner in writing (including e-mail), that the records are available and the location of the records and request that the Owner schedule a date and time for such inspection. The Master Association may also propose a time and date for the inspection. Inspection shall be made only during normal Master Association business hours, or during the normal business hours of the location of inspection if other than the Master Association office. For the purposes herein, "business day" means Monday through Friday, exclusive of federal, state and local holidays in which the office of the Master Association or office where the records are being made available for inspection is closed. For purposes herein, "normal business hours" shall be between the hours of 8:00 A.M. and 4:00 P.M., all on a business day. No Owner shall be entitled to inspect records for more than eight (8) hours cumulatively in any calendar month.
6. If, at, or subsequent to inspection, an Owner desires to have a copy of a record, the Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be provided. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, and the Owner has requested copying of 25 or less pages of records, then copies of the records shall be available contemporaneously with the inspection. If, however, the records to be copied exceed 25 pages, or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Master Association may send the records out for copying by an outside source, such as a commercial copying company or make the copies at the location of the records, but available for later pick-up. If copied at the location where the records are kept, copies in excess of 25 pages shall be made available for pick-up by 5:00 P.M. within three (3) business days from the date of the inspection, the day of inspection not counting in calculating this deadline. Copies made by an outside source shall be available as soon as a copying service can reasonably pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place records are kept or produced for inspection. **Owners requesting copies must arrange for pick-up of records. The Master Association has no obligation to mail or otherwise deliver copies to any place.**
7. The Master Association shall allow an Owner to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the

Master Association's providing the Owner with a copy of such records. The Master Association may not charge an Owner for the use of a portable device.

8. An Owner shall pay the reasonable expense of copying. In the event the copies are made by the Master Association, the cost shall be twenty-five cents (\$.25) per page. If copies are made by outside vendors, actual costs shall be charged to the Owner. Payment in advance for the cost of copies shall be required. In addition to the foregoing, the Master Association shall impose fees to cover the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour. Personnel costs will be charged at twenty dollars (\$20) per hour. Personnel costs shall not be charged for records requests that result in the copying of 25 or fewer pages. No copy of a record shall be made unless and until payment for the copy is received.
9. If records are kept on computer format, the Master Association may print such records to paper, and may charge its copy costs specified above for such printing. The Master Association may, but shall not be obligated to allow Owners to access the Master Association's computer system. If the Master Association provides access to records through a computer supplied by the Master Association or the office in which records access is being conducted, the person inspecting the records shall not e-mail the records inspected to any other computer, person, or e-mail account, review other content or programs on said computer, nor otherwise in any fashion download, forward, or otherwise transmit or manipulate the data he or she reads during the inspection of the records by review on electronic mail, internet or computerized format.
10. The Master Association may comply with its obligation to make records available for inspection by providing them to the Owner by electronic mail, the internet, a website operated by or on behalf of the Master Association, an application on a mobile device, or making them available in a computerized format readable with customary programs used in computers of consumers. If the Master Association provides the records in such format, the Master Association is not required to do so in the future. Further, if an Owner provides the Master Association with written notice that they do not have access to a computer, the Master Association must supply the records in paper format.
11. Many of the Master Association's official records, whether legally required to be or not, are posted on the Master Association's website. It is requested that Owners search for the requested records on the Master Association's website before submitting a records request to the Master Association.

D. Manner of Inspection.

1. For purposes hereof, an Owner and the Owner's authorized representative shall be considered one (1) person. Except as otherwise provided, if inspection is requested by any person other than a record Owner of the Lot, said request shall not be recognized by Master Association unless and until the record Owners of the Lot designate such person, in writing, as their authorized representative, or unless such person is an Attorney at Law, admitted to practice in the State of Florida.

2. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Master Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied, nor the duties of their personnel. The Master Association office, or office of inspection, may assign a staff person or other person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

E. Enforcement of Inspection Rules.

1. Any violation of these Rules may result in the immediate suspension of the inspection.
2. Any requests for inspection not complying with these Rules need not be honored, but in such cases the Master Association shall mail, email, or hand-deliver a written response to the person requesting inspection and shall indicate how the request fails to comply herewith.
3. The Board may take whatever appropriate legal action is available against any person who fails to comply with these Rules.
4. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Master Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Master Association shall be cumulative.
5. The President of the Master Association, or the Manager (under the direction of the President), has the authority to interpret and implement the provisions of these Rules and make decisions and judgments arising hereunder without need for Master Association Board approval on a case-by-case basis.
6. This Policy shall be implemented in accordance with the Act, as amended from time to time, and may be so implemented without need for formal amendment of this Policy

VI. Hurricane Protection Specifications. The Master Association defers to the Condominium Association's specifications for Owner hurricane protection specifications.