

The Madison Downtown Condominium

800 - 850 North Miami Avenue

MIAMI, FL 33136

Telephone 305-374-4464

Fax 305-577-8556

- Tenant / Owner registration – nonrefundable \$150.00 per person
- Copy of the Lease / Contract of Sale required
- Copy of ID's
- Applicants must provide their own background check
- One month's rent deposit to the association required to move in. The deposit must be cleared with the bank before the approval is given.
- Key Fob - \$75.00 each (one per approved resident)
- Resident parking decal - \$10.00 and one per unit (must bring in car registration and proof of insurance)
- RSVD parking decal - \$35.00 Every April and October (must bring in car registration and proof of insurance)
- Motorcycle, scooter – Registration \$15.00
- Bicycle registration - \$10.00 per item
- Pet registration - \$150.00 per pet (25 lbs or less)
- Deposit for move in's, move outs, large deliveries, appliance repairs/replacements - \$250.00 deposit is required and payable by check (refundable if no occurrences). Must schedule ahead with the office, if done without authorization deposit of \$250.00 will be kept and charged.
- Resident Approval can take up to three (3) weeks
- Expedited fee of \$100.00 per person – 3-day turnaround

All payments should be in check, money orders, cashier's check and credit card.

NO CASH, NO REFUNDS

MADISON DOWNTOWN CONDOMINIUM ASSOCIATION, INC.

800-850 North Miami Avenue
Miami, FL 33136
Phone: 305-374-4464
Fax: 305-577-8556

OWNER / RESIDENT INFORMATION FORM

WE ARE ATTEMPTING TO UPDATE INFORMATION AND TO MAINTAIN CURRENT RECORDS. PLEASE COMPLETE THIS FORM AND RETURN IT TO THE ABOVE ADDRESS.

Unit Number: _____

Name of Unit Owner(s): _____

Telephone number(s), Home: _____ Work: _____

Cell: _____ Other: _____

E-mail address: _____

Mailing address of Owners(s), if different than above:

Name of Tenant(s): _____

Telephone number(s) Home: _____ Work: _____

Cell: _____ Other: _____

E-mail address: _____

Others who Reside in Unit

Full Legal Name

Relationship to Owner / Tenant D/O/B

_____	_____	_____
_____	_____	_____
_____	_____	_____

Vehicle #1: Make _____ Model _____ Color _____ TAG _____

Vehicle #2: Make _____ Model _____ Color _____ TAG _____

Pets (in case of injury or loss):

Type of Pet _____ Breed _____ Color _____ Name _____

Type of Pet _____ Breed _____ Color _____ Name _____

IN CASE OF EMERGENCY WHO SHOULD WE CONTACT:

(Someone who may have a key).

Name: _____ Relationship: _____

Telephone number(s) Home: _____ Work: _____

Other: _____ Other: _____

If you have any other information that you want to have on file, please list it on the back of this form. Thank you for your cooperation.

Signature: _____ Date: _____

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Florida Power & Light Electric Bills

Dear New Resident:

Welcome to our community!

We want to remind you of an important step you need to take care of as you take possession of your apartment.

In order to not have a lapse in service, please call immediately to open a new FPL account, or if you are moving locally, request that the account be transferred to your new address.

When opening any utility account (FPL or Comcast), give your address as follows:

800 (or 850) North Miami Avenue

Apartment Number

Miami, FL 33136

Do not say "East" or "West" -- it only confuses them. Just use the address.

I have read and understood the above instructions:

Signature

Unit Number

Date

Madison Downtown Condominium

800 - 850 North Miami Avenue

Miami, FL 33136

Telephone: 305-374-4464

Fax: 305-577-8556

BALCONY POLICY

The Residents of *Madison Downtown* are very fortunate to have such beautiful views from their balconies and it is important that our community be seen as a beautiful building inhabited by people who care about its appearance.

The balconies of each apartment need to be kept free of debris and clutter. Bathing suits, towels, clothes, mops, garbage, furniture, etc., are not allowed on the balcony.

We urge all Residents to keep their balconies clean and organized. Residents **MUST NOT** make any holes in the balcony floor or walls. Violations may result in a fine

Thank you in advance for your cooperation in this matter. If you have any questions or require further information, please contact the Office at 305-374-4464.

We ask that all our Residents contribute to maintaining a visually appealing community. Please read the guidelines we have established regarding the balconies:

You may have:

Potted plants
Patio furniture

You may NOT have:

Hanging plants
Indoor furniture
Barbecue grills
Cleaning items (brooms, mops, etc.)
Exercise equipment
Boxes
Any type of toys
Fence, chicken wire
Hammocks
Clothing, rugs, towels, etc.

Balconies should be used to enjoy the scenic Miami skyline and should not be used as a storage area. We appreciate your cooperation in this matter.

Resident's Name

Resident's Signature

Date

Resident's Signature

Madison Downtown Condominium

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Miami, FL 33136

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Fax: 305-577-8556

Guidelines for Residents with Dogs

- Dogs MUST BE ON A LEASH or carried at all times while on the property!
- Walk your dog ONLY in the designated space north of the West Tower. You must not allow your dog to "do his business" in the garden since urine and feces burn the plants and harm our landscaping. Similarly, dogs must not be allowed to use the balcony as a bathroom. Residents who ignore this rule may be subject to a fine or, after repeated warnings, asked to move or get rid of the pet.
- Dogs cannot be left out on the balcony while the owners are away. Dogs who bother neighbors by whining, howling or barking when left alone cannot be tolerated; owners must take measures to prevent this from happening. Please ask your veterinarian to suggest appropriate remedies for behavioral problems.
- Please be considerate with your pets while in the elevators and carry them, if possible, so as to avoid aggressive encounters with other pets or residents. If you cannot carry the dog, make sure that it is on a tight leash in the elevator. The combined weight of all pets is under twenty five (25) pounds.
- Our maintenance staff works hard to keep the lobby sparkling. If your dog has wet or dirty feet, please carry him when entering the lobby in order to help keep our premises clean.

I have received and read these guidelines:

Signature

Unit Number

Print Name

Date

Madison Downtown Condominium

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Miami, FL 33136

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Fax: 305-577-8556

ANTENNAS & SATELLITE DISHES - GUIDELINES

Madison Downtown Condominium Association Rules & Regulations state:

"16. To the extent permitted by applicable law, no Owner may install any antenna, satellite dishes or other transmitting or receiving apparatus in or upon his or her Unit (and/or areas appurtenant) thereto, without the prior written consent of the Board."

1. Satellite dish or antenna will not be installed on any common area, including outside walls, outside windowsills, roofs, common area balconies, or common area stairwells.
2. No holes may be drilled through outside walls, roofs, balcony railings, balcony ceilings or glass, and the "hook-up" to an inside receiving device will be made by either a flat cable under a sliding door, or means of a device on a window that allows a signal to pass through the glass.
3. Devices that extend the dish or antenna beyond the balcony railing or patio line may not be used. No part of the antenna or dish may extend beyond the balcony railing or patio line, but must remain entirely within the owned premises.
4. The satellite or antenna system must be a stand-alone system. The resident may not splice into any existing wires or cables.
5. The unit owner assumes total responsibility for any physical damage to person or property as a result of damage or injury caused by a dish or antenna. Madison Downtown Condominium Association will not be liable to Unit Owners, guests or occupants for any damage or losses to person or property caused by any other persons, including theft, burglary, vandalism or other crimes. Also, the Condominium Association will not be liable for damages to any dish caused by fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities or other occurrences, unless such injury, loss or damage is caused by negligence of the Association.
6. Unit owner agrees to obtain insurance adequate to fully cover any claims that may be made by the Condominium Association or third party as a result of damage or injury caused by the dish or antenna. This insurance must list the Condominium Association as an additional insured, and proof of insurance must be provided to the Management Office prior to the installation of an antenna or dish.

I have read and subscribe to the above Antenna & Satellite Dish Policy:

_____ Resident's Signature

_____ Printed Name

_____ Date signed

_____ Madison Downtown Condo Assoc. Approval/Date

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Effective July 1, 2012

The Madison Downtown Board of Directors at their last meeting held on June 6, 2012 approved the following new "Towing Policy":

1. To park a vehicle at the Madison property, you must have either a Resident Madison decal or a pass issued by security or the management office for the assigned parking space. If you are parked in an owner's parking space without a decal or the space is not yours, it will be immediately towed. If you are parked in a reserved space, you must have a RSVD Madison decal. If a vehicle is parked in a reserved space without a decal or exceeds the 72 hours, the vehicle will be immediately towed without notice.

2. If you are parked in the fire lane area for more than 10 minutes, obstructing entrance/exit, your vehicle will be immediately towed without notice.

ANY VEHICLE IN VIOLATION OF ANY OF THE ABOVE RULES WILL BE TOWED IMMEDIATELY WITHOUT.

THE SECURITY GUARD WILL NOT BE CONTACTING ANY RESIDENT/VISITOR FOR ANY INFRACTIONS.

ALL PASSES ARE ISSUED BY SECURITY OR MANAGEMENT. ALL PASSES MUST BE CLEARLY VISIBLE ON THE TOP OF THE DASHBOARD. NO CHANGES OR ALTERATIONS ARE TO BE DONE ON THE PASS.

If you have any questions, please contact the management office 305-374-4464.

Signature(s): _____

Date: _____

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Dear Madison Condo Residents:

Our community website is up and running. Please follow our link to www.madisoncondoassociation.com to use many exciting tools that we have available for you.

1. Condo documents
2. Message board
3. Association Meeting Minutes
4. Announcements
5. Calendar of Events
6. E-notices

We are looking forward to seeing you at our website. Please email the website administrator if you have any suggestions or concerns.

Signature _____

Date _____

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SHORT TERM RENTALS NOT ALLOWED

Under the Condominium Rules and Regulations short term rentals, AIRBNB, etc are NOT ALLOWED in this condominium. Minimum rentals are thirty (30) days and all unit occupants must register at the office. We must receive (1) a completed application, (2) a copy of their driver's license, (3) and a completed copy of the lease, (4) copy of the background report. **ONLY THEN** the person can begin their residency at The Madison.

Please note that As per Florida Chapter 718.303 (3)(a)(b): A fine of \$100.00 may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (b) You may have the right to contest this fine by delivering a written notice to the association within fourteen (14) days of receipt of the notice.

Signature

Date

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RSVD Parking Rules

1. RSVD parking shall be subject to the following rules and eligibility requirements:
 - a. A unit must have two registered adult residents & two registered vehicles.
 - b. Only the vehicle with the RSVD decal may park in a RSVD space.
 - c. Parking in RSVD is on a space available basis.
 - d. Residents who are delinquent in the payment of any monetary obligation owed to the association may not park in RSVD.
 - e. Residents may not park in the same RSVD space for more than 72 hours.
 - f. Management may allow a resident to park in a RSVD space for more than 72 hours or may issue an RSVD temporary pass in the event the resident utilizes a rental car.
 - g. Security is not authorized to grant RSVD parking passes.
 - h. Visitors are not permitted to park in RSVD spaces.
2. A \$35.00 registration fee, used to cover the administrative costs associated with issuance of an RSVD decal, will be charged every six months.
3. A new RSVD decal must be obtained every six months (**April & October**)
4. Any vehicles parked in RSVD spaces without a current RSVD decal will be subject to a warning sticker, fines, and towing at the resident's expense without notification.
5. The vehicle with the RSVD decal must match the information given at the management office, if the decal does not match your vehicle information the vehicle will be towed at your expense without notification.

The Madison strongly urges all residents to obtain the required RSVD decal and to follow these rules which are being strongly enforced.

Signature

Date

The Madison Downtown Condominium

800 - 850 North Miami Avenue
Miami, FL 33136
305-374-4464 / 305-577-8556 (fax)

We are pleased to offer you the use of The Madison Downtown Elevator and dock on the date and time listed above. **THE UNIT OWNER/TENANT MAKING THE ELEVATOR RESERVATION AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

A) You will be responsible for damages to the elevator, common area hallways and loading docks incurred during your move. In the event, any cleaning or repairs/replacements are necessary due to your move you will be charged in your monthly assessment or we will cash your \$250.00 deposit for the cost of the cleaning and or repairs/replacements.

B) You may only use the freight elevator and the loading dock (back of the building) from Monday thru Saturday 8:30am – 5:30pm. No move in/out on Sundays or any other time, you have to schedule the move ahead of time with the management office. **NO EXCEPTIONS**

C) No moves are allowed through the lobby or anywhere else that is not the loading gate, the unit will be fined the deposit of \$250.00 if this occurs. **NO EXCEPTIONS**

D) In order to avoid damage, please use care when moving. Common area carpeting should be covered to avoid carpet burns (damage caused by moving cart wheels.)

E) All debris in hallways, elevator, loading dock, and all common areas should be picked up and disposed of properly. You may not leave ANY debris in the loading dock or in the trash chute on your floor.

F) Prior to your move date you are required to supply the Management Office with a certificate of insurance for general liability and property damage from your moving company in the amount of \$1,000,000.00 and NAMING MADISON DOWNTOWN CONDOMINIUM ASSOCIATION as additional insured. You may instruct the movers to call the Management Office at 305-374-4464. The certificate may be faxed to the Management Office at 305-577-8556.

G) Your move time is reserved for the time specified with the office. Due to time constraints it is essential that your move occur during this time requested. In the event you are not able to move during this time, or may need additional time, please contact the Management Office to make arrangements.

H) You accept full responsibility for yourself, your moving company employees, and guests who assist in your move. With respect to your licensees, guests, invites, you do agree to save and hold the Madison Downtown Condominium and their employees harmless from any such liability in accordance with and subject to state law.

I) The Madison Downtown Condominium, and their employees are not responsible for any uncontrolled elevator outages due to mechanical or other issues making the freight elevator unavailable for your scheduled time. The Madison Downtown Condominium and their employees are not responsible for any losses incurred in the event that the freight elevator is not available for your move. Management will take all in consideration and reschedule your move.

J) YOU ARE RESPONSIBLE FOR MAKING A DEPOSIT OF \$250.00 BY CHECK (REFUNDABLE IF NO OCCURRENCES) FOR THE USE OF THE ELEVATOR AND DOCK AREA NO LESS THAN FIVE DAYS PRIOR TO YOUR MOVE. NO MOVES CAN BE SCHEDULED ON THE CALENDAR UNLESS THIS CONTRACT IS SIGNED AND ALL FEES AND DEPOSITS ARE RECEIVED BY MANAGEMENT.

Owner/Tenant _____
Print Name

Owner/Tenant _____
Signature

Unit # _____ Date _____

RULES AND REGULATIONS FOR MADISON DOWNTOWN CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations have been adopted by the Board of Directors of the MADISON DOWNTOWN CONDOMINIUM ASSOCIATION in accordance with the Declaration and Bylaws to not only protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life.

It should be remembered that the Rules and Regulations do not replace the Declaration and the Bylaws, which the Board of Directors uses as its primary governing document. Both documents are in force and effect. In case of conflict between the wording of these documents, the Declaration and Bylaws shall prevail.

The Rules and Regulations shall apply to all property owners, their residents, family members, occupants, agents, visitors, employees and guests; and shall be enforced by the Board of Directors in accordance with the Declaration and Bylaws.

In establishing and maintaining the Rules and Regulations, or Standards, the Board shall make every effort to ensure that they do not affect unit owner's right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.

The Rules and Regulations may be modified, repealed or amended at anytime by a resolution of the Board of Directors when deemed necessary in the best interest of unit owners/residents and the community.

I. 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 Condominium Property; 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. A Unit may be used only for single family residential purposes. No Unit may be partitioned or subdivided, except in accordance with the provisions of the Declaration of Condominium.

3. The number of people occupying a condominium unit shall not exceed the amount permitted by applicable zoning regulations promulgated from time to time by applicable local, County, state and federal codes, ordinances and regulations.

4. The exterior of the building 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.

5. The personal property of Unit Owners and occupants must be stored in their respective Units.

6. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, bathing suits or swim wear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property.

7. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium, Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.

8. Installation of drapes or curtains visible from the exterior of the Unit shall have white or off-white, black out type liners used, which liners must be approved by the Association.

9. The sidewalks, catwalks, entrances, passages, fire exits, patios, stairways, parking and like portions of the Common Elements or Limited Common Elements shall not be obstructed and shall not be used for any purpose other than ingress and egress; nor shall carts, carriages, bicycles, chairs, tables, potted plants or any other similar objects be stored therein.

10. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

11. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors, licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

12. 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 Condominium or Association Property, except signs used or approved by the Developer (for as long as the Developer owns any portion of the Condominium Property, and thereafter by the Board). Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Condominium or on the Common Elements, without the prior written consent of the Board of Directors of the Association. Notwithstanding anything to the contrary contained herein, nothing shall prevent a Unit owner from displaying one portable and removable United States flag in a respectful way.

13. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements such as balconies or patios.

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

15. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Condominium. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items. No equipment, materials or other items shall be kept or stored on any balcony or terrace area of the Condominium, including but not limited to towels, clothing, and bicycles. The foregoing shall not prevent, however, placing and using patio-type furniture, planters and other items in such areas if same are normally and customarily used for a residential balcony or terrace area. In the event of any doubt or dispute as to whether a particular item is permitted hereunder, the decision of the Condominium Association shall be final and dispositive. Notwithstanding anything herein to the contrary, nothing shall prevent a Unit Owner from displaying one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations. No trash, rubbish, garbage or debris shall be kept or placed in any patio or deck area.

16. To the extent permitted by applicable law, no Owner may install any antenna, satellite dish or other transmitting or receiving apparatus in or upon his or her Unit (and/or areas appurtenant thereto), without the prior written consent of the Board.

17. No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

18. No skateboarding or bicycle riding shall be permitted in the Common Elements or on the Condominium Property. No ball playing shall be permitted in the parking lot.

19. Employees of the Association may not be sent by Unit Owners for personal errands. The Board shall be solely responsible for supervising Association employees.

20. No motor vehicle which cannot operate on its own power shall remain on the Condominium Property for more than seventy-two (72) hours. No vehicle(s) shall be repaired on the Condominium Property. No commercial trucks, trailers, mobile homes, commercial vans, campers, buses, or similar vehicles shall be parked on the Condominium Property. No junk vehicles or other vehicles without current tags shall be permitted in the parking lot. No vehicle shall be parked in a guest parking or in an open reserved parking space for more than seventy-two (72) hours. In the event a vehicle remains for more than seventy-two (72) hours in either a guest parking or in an open reserved parking space, the vehicle will be towed-away at the vehicle owner's expense.

21. No boats, rafts, canoes or other similar craft shall be allowed on the Condominium Property.

1. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All

children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

2. Unit Owners may maintain in his or her Unit aquarium fish and not more than one
 - (I) orderly domesticated pets (limited to dog, cat or caged bird) in their Unit, provided that any pets permitted shall only be allowed to remain in the Unit if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in patio areas, (iii) generally, not a nuisance to residents of other Units or of neighboring buildings and (iv) the combined weight of all pets is under twenty five (25) pounds. Neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any Occupant of a *Unit committing* such a violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Without limiting the generality of this Section, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.
3. Cooking shall be allowed only in the kitchen of each Unit. No cooking, including the use of barbeque grills shall be permitted on any Unit balcony, walkway or patio other than areas designated by Association.
4. Garbage must be placed inside the trash chute and needs to be inside a garbage bag. Items larger than 11" by 11" in diameter must be taken to the first floor dumpster area.
5. Do not leave any furniture, garbage, cans, etc. in the trash room.
6. No Unit Owner may schedule the moving of furniture or furnishings into or out of the Condominium unless the move has been scheduled with Developer or the Association as the case may be, in order to assure availability of parking and access. All Unit Owners shall be liable for any and all damages resulting to the Condominium Property caused by receiving deliveries, moving or removing furniture or other articles to and from their individual Unit. Notwithstanding anything herein to the contrary, the moving schedule shall be from Monday - Friday from 9:00 a.m. - 6:00 p.m. and Saturday and Sunday from 11:00 a.m. - 6:00 p.m.
7. No car washing shall be allowed on the Condominium Property using community water unless a common area car wash facility is provided.
8. Any and all alterations, remodeling or modifications to the interior of the Units must have prior written approval from the Board, and, if required, proper permits must be obtained. Any and all such work involving hammering or pounding noise must be done solely between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday and Saturday between the hours of 11:00 a.m. to 6:00 p.m. All trash, rubbish, garbage and debris resulting from alterations not be left at the dumpster but shall be disposed of at the Unit's Owners expense.
9. The pool and lighted tennis court may only be used between the hours of 8:00

10. a.m. and 10:00 p.m.

11. No hard and/or heavy surface floor coverings, such as tile, carpeting, marble, wood, terrazzo and the like shall be permitted on the balconies. Notwithstanding the foregoing, approval must first be obtained in writing by the Board. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting there from and the Association has the right to require immediate removal of violations.

12. Any enclosed facility designated as a Common Element shall be a non- smoking
13. area.

14. There may be separate rules covering the pool area, clubhouse, tennis area, and any other common area facility which shall be posted on site but are herein incorporated by reference.

15. No hard and/or heavy surface floor coverings, such as tile, marble, wood, terrazzo and the like shall be permitted unless: (i) installed by, or at the direction of, the Developer, or (ii) first approved in writing by the Board of Directors. The Board shall not approve the installation of any hard and/or heavy surface floor coverings (for which approval is required) unless the flooring, or combination of flooring and underlayment product, as fastened, shall be sound rated for a minimum: (i) installed Impact Isolation Class (IIC) rating of fifty-five (55), or (ii) Impact Noise Rating of zero (0). All persons seeking to install hard surface floor coverings must provide the Board with product data from flooring or floor underlayment manufacturers that demonstrates (i) laboratory tested sound ratings in accordance with testing standard ASTM C627, in similar cross-section floor/ceiling assemblies to that used in the Building, meeting or exceeding the standards set forth above, and (ii) that the fastener systems utilized does not impair the effectiveness of the absorption qualities of the flooring or underlayment. Each Unit Owner is solely responsible for floor leveling due to minor inconsistencies of the concrete slab construction and leveling, feathering and patching required to meet the requirements of the applicable local Building Code. The maximum allowable thickness of any flooring (and any flooring underlayment or insulation product) installed in the Unit shall not exceed 1 - 3/4 inches at the entrance threshold to the Unit, however, it must be tapered to a maximum of 1 - 1/2 inches at the entrance threshold to the Unit. Undercutting of Unit entry doors is expressly prohibited, as is any alteration to the saddle at the entry doors to the Unit. Additionally, chipping, grinding and/or bushing of the concrete slab is expressly prohibited, due to the post-tension design of the Building. The installation of the foregoing insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Unit being occupied. Owners will be held strictly liable for violations of these restrictions and for all damages resulting there from and the Association has the right to require immediate removal of violations.

16. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or

damages resulting from sound transmission.

17. Those Unit Owners who violate these rules shall be responsible for all costs incurred by the Association, including costs and a reasonable attorney's fee, in the process of rectifying the non-compliance. These costs shall also include the removal of all articles, vehicles and substances from the Condominium Property which were placed thereon in violation of these rules. No fine, cost, charge or attorneys fee shall be incurred by any Unit Owner without the accused Unit Owner having been afforded the rights and benefits hereinafter set forth.
18. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of incorporation of the Association, 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 Association, a fine or fines may be imposed upon an owner for failure of an Owner, his family, guests, invites, lessees or employees, to comply with any covenant restriction, rule or regulation herein or in the Declaration, Articles of incorporation or By-Laws, provided the following procedures are adhered to:
 19. Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.
 20. Hearing. The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
 21. Board of Directors may Impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
 22. Violations. Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
 23. Payment of Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
 24. Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.
 25. Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association

may otherwise be entitled to recover by law from such Owner or occupant.

- i. No fine will become a lien against a Unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed
26. \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied Units.
27. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer, except:
28. Requirements that leases or lessees be approved by the Association (if applicable); and
29. Restrictions on the presence of pets; and
30. Restrictions on occupancy of Units based upon age (if any); and
31. Restrictions on the type of vehicles allowed to park on Condominium Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any acts relating to construction, maintenance, or marketing of Units.
32. Any enclosed facility designated as a Common Element shall be a non- smoking area.
33. There may be separate rules covering the pool area, clubhouse, tennis area, and any other common area facility which shall be posted on site but are herein incorporated by reference.
34. No hard and/or heavy surface floor coverings, such as tile, marble, wood, terrazzo and the like shall be permitted unless: (i) installed by, or at the direction of, the Developer, or (ii) first approved in writing by the Board of Directors. The Board shall not approve the installation of any hard and/or heavy surface floor coverings (for which approval is required) unless the flooring, or combination of flooring and underlayment product, as fastened, shall be sound rated for a minimum: (i) installed Impact Isolation Class (IIC) rating of fifty-five (55), or (ii) Impact Noise Rating of zero (0). All persons seeking to install hard surface floor coverings must provide the Board with product data from flooring or floor underlayment manufacturers that demonstrates (i) laboratory tested sound ratings in accordance with testing standard ASTM C627, in similar cross-section floor/ceiling assemblies to that used in the Building, meeting or exceeding the standards set forth above, and (ii) that the fastener systems utilized does not impair the effectiveness of the sound absorption qualities of the flooring or underlayment. Each Unit Owner is solely responsible for floor leveling due to minor inconsistencies of the concrete slab construction and leveling, feathering and patching

required to meet the requirements of the applicable local Building Code. The maximum allowable thickness of any flooring (and any flooring underlayment or insulation product) installed in the Unit shall not exceed 1 - 3/4 inches at the entrance threshold to the Unit, however, it must be tapered to a maximum of 1 - 1/2 inches at the entrance threshold to the Unit. Undercutting of Unit entry doors is expressly prohibited, as is any alteration to the saddle at the entry doors to the Unit. Additionally, chipping, grinding and/or bushing of the concrete slab is expressly prohibited, due to the post-tension design of the Building. The installation of the foregoing insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Unit being occupied. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations.

Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

35. Those Unit Owners who violate these rules shall be responsible for all costs incurred by the Association, including court costs and a reasonable attorney's fee, in the process of rectifying the non-compliance. These costs shall also include the removal of all articles, vehicles and substances from the Condominium Property which were placed thereon in violation of these rules. No fine, cost, charge or attorneys fee shall be incurred by any Unit Owner without the accused Unit Owner having been afforded the rights and benefits hereinafter set forth.

36. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of incorporation of the Association, 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 Association, a fine or fines may be imposed upon an owner for failure of an Owner, his family, guests, invites, lessees or employees, to comply with any covenant restriction, rule or regulation herein or in the Declaration, Articles of incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.

(b) Hearing. The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

(c) Board of Directors may Impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.

(d) Violations. Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. No fine will become a lien against a Unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied Units.

37. While on property every resident, invitees, employee, agents, contractors must wear a facial covering (face mask) when entering common areas such as; the lobbies, lobby entrances, community pool, garage, fitness center, tennis courts, elevators, hallways or any common areas not described herein as defined in Miami-Dade County Emergency Order 20-20. Any person/guest not wearing a facial covering is subject to a \$100.00 fine.

(a) 1st offense – written WARNING

(b) After a written warning the resident will be fined \$100.00 per occurrence.

(c) Residents will be responsible for their invitees who do not wear a face mask and will be fined.

38. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by

the Developer, except:

- (a) Requirements that leases or lessees be approved by the Association (if applicable); and
- (b) Restrictions on the presence of pets; and
- (c) Restrictions on occupancy of Units based upon age (if any); and
- (d) Restrictions on the type of vehicles allowed to park on Condominium Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any acts relating to construction, maintenance, or marketing of Units.

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 therefor and good cause shown in the sole opinion of the Board.

The Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-laws, or reasonable Rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$ 100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$ 1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied Units.

Signature

Date

Signature

Date