



Welcome to PLAZA 57

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SECTION 1 GENERAL INFORMATION



DELIVERIES

All major deliveries should come through the rear service area. All large deliveries or moving vehicles shall park and unload in the alley. As a courtesy to others, please do not block access to other tenant's doors or the main service entrance drive at any time.

MAIL DELIVERIES

The building has a mailbox area, located in the lobby of the main entrance. You will be provided with keys by the Post Office. Please contact Brandon Lurie at B. Lurie & Associates, regarding your initial mailbox.

The address and zip code for your building is:

7301 SW 57th Court
South Miami, Florida 33143

Mail pickup will occur at the mailbox area once daily, at the time of delivery, Monday - Saturday. The Association Management has a drop box for mail located in the buildings 1st floor lobby across from the mailboxes. Mail or checks to the Association can be dropped in this box.

The South Miami Post Office located at **5927 SW 69th St**, handles mail delivery for the Plaza 57 Building. It is also the postal branch located nearest the building. You may call the Post Office at 800-275-8777, if you have any questions regarding postal service.

The nearest public mailbox is located inside our Main Lobby.

Remember to submit a change of address card to the post office when you move into your new office.

FIRE

Your building is protected by a ceiling sprinkler system. The sprinkler heads are individually activated by heat directly under a head. A fire in one tenant's space will not necessarily activate the sprinkler heads in other areas of the building. If you should have a problem during normal business hours, please do not hesitate to contact Management, Brandon Lurie at 305-310-0030.

Please note when you are performing any activity that creates smoke, heat or dust at the building, you must get approval from and make arrangements with management to put the alarm system on test.

Fire alarm inspections are permitted only upon not less than 24 hours advance written notice to the Association and upon approval of Management so that occupants of the Building may be notified and their business operations are not unduly disturbed.

An Owner will be permitted only one fire alarm inspection to be performed during normal business hours (7 am to 9 pm) during the Work Week the duration of which may not exceed one (1) hour. In the event any additional inspections are necessary, or in the event the day-time inspection is not concluded within one (1) hour, additional or extended inspections must be performed after 10 pm and prior to 8 AM M-Sat. Advance Management approval and notification is required for after-hours inspections as well as day-time inspections.

Owners are responsible for any expenses incurred in connection with fire alarm inspections, including fees for after-hours inspections. Owner shall be responsible for any and all false alarm fees that may be incurred as a result or in connection with an Owners Unit, including, but not limited to, any Owner Work (including tenant work within a Owners Unit) or testing within the Condominium Building. Furthermore, every time the fire department is called out to the building for a false alarm caused by any Owner or Owners tenant, Owner shall pay a minimum charge of \$500 for the first offense in a year and \$1,000 for every offense by an Owner thereafter, for a 12-month period, immediately to the Association which shall be applied to any charges by the fire department or any other governmental agencies. It is the Building policy that whoever is found responsible for the false alarm is responsible for the fee and any and all associated charges (if it emanates from an owner's unit, the owner of that unit is responsible and not the visitor, contractor or tenant).

Each occupied Unit in Plaza 57 has their own fire equipment, including, but not limited to, sprinklers, fire extinguishers, smoke detectors and other related devices. It is up to each Owner, at their own costs and expense and on a regular basis as required by law, to keep such fire related equipment up to code, in working order and maintained. Such Owners equipment is tied to the buildings main system and fire panel locate in the lobby on the ground floor of the building. If work needs to be done on the building's equipment or fire panel due to issues relate to Owner work or Owner's tenant work, such Owner shall be responsible for all related costs to remedy the matter. In addition, once an Owner is notified that they Unit is causing issues to the buildings system, including the fire panel, it is up to the related Owner to contact the buildings fire alarm system contractor and building management to make arrangements to have the issue repaired within a reasonable period of time, not to exceed 5 working days. For everyday past 5 working days from the date that a fire issue related to an owner's unit, the Owner of such Unit shall be billed \$100.00 a day until the issue is remedied.

ACCESS CARDS

You must have an access card upon entering and exiting the building after hours. Access cards must be requested from Association Management in writing.

LOCK-OUTS

Contact the Management Office in the event of a lockout at 305-310-0030.

HANDICAPP RESTROOMS

Handicap Restrooms are located in the Ladies and Men's rest rooms on the 4th & 5th floors. Restroom doors self lock. Please make sure to lock the door behind you after using.

Building and Bathroom Keys can be picked up at the Management Office; we require a \$25.00 payment for each key.

MAINTENANCE & MAINTENANCE REQUESTS

All maintenance services in the Plaza 57 Building will fall into one of two categories:

1. Interior repair work is coordinated by the Management Company and is paid for by the Tenant or Owner.
2. Each Unit is provided with Janitorial cleaning services through the Association and each Unit Owner is billed for the services as part of Association Maintenance Fee.

Please direct all requests for maintenance to the Management Office at:

B. Lurie & Associates, Inc
7301 SW 57th Court, Box 1
Miami, Florida 33143
Telephone: 305-310-0030
Email: Brandon@OrangeStatePartners.com

Servicemen or contractors should not be working in your office without first obtaining approval of the Management Company or Association. For your protection, please call us at 305-310-0030 if unauthorized servicemen or contractors are in your office.

SHIPPING & AIR FREIGHT SERVICES

For the convenience of our tenants, the nearest Federal Express authorized office is located at 8603 South Dixie Highway. Also, a Federal Express self-service drop box is located at 6855 Red Road.

Most overnight couriers will pick up at your office. You may call the air express company of your choice directly to set up an account.

SIGNAGE

No signage may be installed on the exterior of your doors, in the halls or on the Building, without first getting written approval by the Association. A signage program has been established to maintain a professional image for each tenant at the Plaza 57 Building. Any questions or requests regarding signage should be directed to the Management Office.

TRASH DISPOSAL

For your convenience, dumpsters are located in the service/loading area in the back of your building. After using the dumpsters, please be sure to close the front gates. All boxes should be broken down before being placed in the dumpster. As a courtesy to your others, please do not allow trash to accumulate outside your door. Dumpsters are emptied on a regular, scheduled basis.

UTILITIES

As a tenant or owner in Plaza 57 you are responsible for establishing and maintaining your own accounts for the telephone, water/sewer and electrical services. The following guidelines will give you basic information about these utilities:

❖ TELEPHONE SERVICE

- ◆ Atlantic Broadband, ATT, Comcast and others provide your local phone and or internet services to the building. Your own telephone and internet hardware vendor (the company that provides your phones) will set a telephone control box within your own office and run a cable to all of your telephone outlets.
- ◆ If you have a problem with your telephone equipment, call your hardware vendor.
- ◆ No work within the common areas of the building, including phone rooms, can take place without the written approval from Management. Management may request reasonable rules to be followed for any work performed in the building.

❖ ELECTRICITY

Florida Power & Light provides Plaza 57 Building tenants with electrical service. If you have any questions regarding electrical service please contact your FPL customer service representative at 305-442-0338

❖ WATER/SEWER

- ◆ The City of South Miami - Department of Water and Sewer is located at 3701 Southwest 38th Avenue, Miami, Florida 33146. This department provides Plaza 57 Building's water and sewer. Each tenants' operating expenses include the charges for water and sewer.
- ◆ If you have any questions pertaining to water/sewer maintenance, please call the City of South Miami- Department of Water and Sewer at 305- 448-7283.

COMPUTER WIRING

Your company may need to install data or computer cabling in addition to standard telephone wires. If so, please be aware that this vendor will be required to pull a permit for work through the Metropolitan Dade County Building and Zoning Department must use fire proof wiring. No wiring or work can take place in the building without prior written approval of Plaza 57 Management.

The existing elevated slabs are post-tensioned. It is the responsibility of the Contractor to x-ray the slab prior to any necessary slab saw cutting/penetrations. It might not be possible to locate any floor outlets where indicated on plan due to post tension cable locations.

SECURITY SYSTEMS

If you are installing a security system within the facility, please be aware that this vendor must be licensed with the Metropolitan Dade County Building and Zoning and pull a permit for this work. There may also be power requirements that we need to know, in order to facilitate the installation of the equipment. Please be aware that the Association will need to approve in writing both vendor and plans prior to installation of any item in the building.

OCCUPATIONAL LICENSE

As a merchant doing business within the Metropolitan Dade County Building and Zoning, you will be required to have an occupational license. Please contact the Division of Occupational Licenses within the County at Zoning Permit Section at 111 N.W. 1st Street, Suite 1010, Miami, Florida 33128.

SMOKING

Plaza 57 Building is a non-smoking building. Smoking is prohibited in all common areas, including restrooms.

SECTION 2 **Move- In/Out Information**



Schedule all move-ins and move-outs with the Management Office through email. Any moves require that the mover is insured and licensed. Prior to any move, the Owner of the Unit associated with the move together with the moving company, must execute the buildings moving agreement. Failure to notify the Management Office or executing said agreement, may result in additional charges assessed to the Unit Owner. For example; if a problem arises which causes either a vendor or the maintenance technician to go

to the building during after-hours or over the weekend, there will be a reasonable charge assessed by Management at their reasonable discretion.

Following are several rules on how to make your move-in as easy and efficient as possible. We encourage you to work closely with the Property Manager to ensure that all arrangements and appointments are scheduled properly. Also listed are a few precautionary measures to consider while work is being conducted on your unit.

The moving agreement below, must be executed by the Management Company for Plaza 57 Condominium Association and the Owner and must be accompanied with the \$500 deposit as described below prior to any moving in or out of furniture, equipment and/or files in or out of the building known as Plaza 57 located at 7301 SW 57th Court, South Miami, Florida.

Owner acknowledges that by executing this Request Form they agree to all the terms and conditions outlined herein.

- ❖ Scheduling: All move-ins and deliveries must have scheduled appointments. It is imperative to schedule all deliveries in advance by contacting the developer representative or building manager whom will coordinate the details with your cooperation.
- ❖ Elevators: To schedule use of elevators for your movers or other large deliveries, please contact the building manager in advance.
- ❖ Boxes/Trash: It is your responsibility to instruct your movers to remove all boxes/trash and dispose of same off site
- ❖ Hours: The building manager's office hours are Monday - Friday 9:00am to 5:00pm.
- ❖ Any tradesmen performing work in your unit must be authorized by you and on file with the Management Office and provide copies of licenses, permits, and evidence of Insurance prior to commencing work. In addition, you and your tradesmen must follow the Interior Rules of the building attached hereto.
- ❖ Be sure to schedule your move with the Management Office prior to taking occupancy. Your cooperation will help prevent frustrating move-in delays and facilitate a smoother move into the building.
- ❖ Please schedule move-in times with your carrier between 5:30pm and 11:30pm Monday through Friday, 7:00am and 9:00am Monday through Friday or between 9:00am and 4:00pm on weekends (subject to availability of building supervision). Move-ins may take place during this time. Elevator reservations must be made in advance through the Management Office.
- ❖ Please be advised that move-ins and move-outs must be completed no later than the time set forth herein. Late arrivals cannot be accommodated.
- ❖ Your name and unit number should be indicated on all packages and cartons.
- ❖ Your movers should dispose of all wrapping, paper, debris and cartons. Waste must be removed from the building by your mover. This is NOT considered trash to be disposed of using the community trash disposal facilities.
- ❖ Prior to moving into the building, you will be required to deposit with the Management Company the sum of \$500 to cover any damages that may be caused to the building. The Management Company will monitor the move-in and access any damage that may have occurred during the move-in and notify you of same shortly thereafter. You and your mover will be responsible for all costs incurred by the Building or Association related to your move-in including but not limited to supervision if any, trash removal, damage and costs related to after hour work. All moving must be supervised by building maintenance personnel at a cost of \$ 20.00 dollars per hour to ensure compliance and restrict damage to property.
- ❖ Please be advised that this form must be completed in its entirety and submitted along with a refundable damage security deposit of \$ 500.00 Dollars, made payable to the Plaza 57 Condominium Association, for Board Approval, a minimum of (24) Twenty-Four Hours in advance of anticipated move.
- ❖ In addition, you must provide the actual moving Contractor's information, License, Insurance and attach copies of same. And the moving company must send us a certificate naming Plaza 57 Condominium Association Inc. as insured.

- ❖ The movers must make sure they cover all common traffic areas, (hallways, floors and elevator landings), with either plastic sheathing and /or canvas covers, to protect and minimize any excessive wear on these areas.

Unit Owner / Tenant: _____ Suite #: _____

(circle one)

Contact Person: _____ Phone #: _____

Date of anticipated move: _____

Approximate time: From _____ to _____

Moving Company: _____

Contact Person: _____ Phone #: _____

Signature: _____ Date: _____

(Owner/Tenant)

Signature: _____ Date: _____ Approved: ____ Denied: ____

(Management)

(Check one)

SECTION 3

Introduction to Your Management Company



The Management Company for
Plaza 57 is:

B. Lurie & Assoc.
Brandon Lurie, President
7301 SW 57th Ct., Box 1
South Miami, FL 33143
Tel (305) 310-0030
Brandon@OrangeStatePartners.Com

Who will be the staff members managing my association?

Management uses a team concept on the management of each association. A solid team is in place to handle all situations. A property manager has been assigned as your main contact. In addition, corporate offices provide a wide range of accounting and administrative services to assist in the management of associations. Most important, someone is available to provide all

owners with quick and easy answers to questions and issues any time during business hours. Below are more details about the individual responsibilities of your team members:

What are Management's responsibilities?

In general, some of our responsibilities include:

- ❖ Supervising the general operation of the building and its services (i.e., security, parking garage access, janitorial duties)
- ❖ Coordinating all service work for common areas.
- ❖ Collecting assessments and paying association bills
- ❖ Maintaining a complete set of books and records for the association
- ❖ Preparing/ recommending annual budgets
- ❖ Ensuring that someone is available at all times to assist homeowners in all association related matters
- ❖ Assists board members with the administration of governing documents
- ❖ Handles all details involved in holding regular board meetings, including the preparation of notices, agendas and minutes, as well as attending all meetings
- ❖ Keeps association abreast of critical changes in association laws, insurance issues and financial practices.
- ❖ Secure insurance coverage
- ❖ Act as liaison with the association's legal counsel
- ❖ Handles daily calls from board members
- ❖ Ensures that any violations are reported and handled
- ❖ Arranges for bids on association-related projects
- ❖ Oversees services provided to the building, such as security, valet, etc.
- ❖ Issues financial statements
- ❖ Issues and maintains such records as check registers, summary of postings for all association monthly transactions

SECTION 4

Procedures for Your Contractors Working in the Building



CONSTRUCTION WORK WITHING THE BUILDING

All owners should carefully review the following section concerning the Rules and Regulations governing contractors performing work in your space. Adherence to these guidelines will aid in reducing any inconvenience which the build-out may create. The individual unit owner as the contracting party for their interior design work is ultimately responsible for the actions of their contractor and/or

subcontractors. The Rules and Regulations detailed below are intended to reduce this exposure as well.

All general contractors, subcontractors and individuals performing work at the Building are required to comply with the Rules and Regulations listed below together with additional rules and conditions which together will become part of an agreement outline same which must be executed by the Owner, Association, Contractors and if applicable, the Tenant prior to any work commencing on a Unit or within the building. Any conflict between this document and the said agreement, the agreement shall take precedence.

REQUIRED DOCUMENTS

The following documentation must be submitted to the Building Manager:

- ◆ List of contractor and/or subcontractor authorized to work in your unit. Contact numbers for contractor and subcontractors as well as emergency contact number for contractor should be included.
- ◆ Executed verification of receipt of "Contractor's Rule & Regulations".
- ◆ Proof of required insurance. The Building Association and Developer are not responsible for any injuries arising out of work performed by Contractors and/or Subcontractors hired by unit owner.
- ◆ Management and or the Association shall require a damage security deposit that will depend on the extent of the construction work and the logistics for same.

WORK HOURS

The workweek for construction of Owner Work shall be Monday through Friday from 6pm to 7am, Saturday and Sundays from 8am to 5pm. Notwithstanding, Owners Work which causes noise or odors which in return interferes or any way limits another occupants in the Buildings ability to fully and reasonably operate it business, shall only be able to perform the specific work Monday through Friday from 9pm to 7am. Determining the noise or interference level shall be left up to the reasonable discretion of the Associations Manager and upon notice of such to the Owner and/or the Owners representative or contractor, all work shall immediately cease. Times may vary upon written approval by the Association but never if work negatively affects others in the Building, such as, but not limited to, banging or use of the common areas. No weekend deliveries of Contractor's materials or work shall be performed with getting the prior written consent from Management. No work is permitted on Sunday or National Holidays.

Specific work requirements affecting common elements such as drain downs, electric shutdown, tie-ins, fire watches, special elevator lifts, etc. must be scheduled and coordinated with the property manager. A minimum of 72 hours notice to the building manager is required in order to notify all concerned parties.

If loud noises, such as, but not limited to, banging or knocking can be heard by other occupants within the building, Management has the right to require the Unit owner where the noise is coming from, to immediately cease their work.

Unit owners performing work within the Building must make arrangement with the Management Company to put the fire alarm on test. Unit owners who fail to put the fire alarm on test or cause the fire alarm to go off in the building, will be billed, and must pay, a fine outlined above.

Owners are responsible for getting advance approval of any work performed in the Building by the Association through Association Management. No construction work is to take place in the Building without the Owner requesting work and the contractor performing work, executing a construction work agreement with the Association which outlines the rules and regulations of such work. The rules at a minimum, include the contractor and owner taking responsibility, contractor showing proof of insurance and license.

There shall be a fine of \$100.00 per day billed and immediately due by each Unit Owner to the Association for an Owner allowing work to be performed in the Building or within a Unit without advanced written authorization by the Association through the Associations management company. Work shall include, but is not limited to, construction, washing of cars, moving large items, installing phone or internet lines, servicing HVAC, electrical or plumbing systems within the Building.

ELEVATORS

- ◆ Elevators will operate during the hours described under “Work Hours”.
- ◆ All construction personnel must make prior arrangements with the Association Management Office.
- ◆ Must use elevator pads or protection.

CONSTRUCTION DEBRIS

- ◆ All construction debris or associated trash is to be removed by your Contractor on a daily basis from the property and not deposited in the community’s trash system.

- ◆ No debris is to be left in public corridors or anywhere on the property.
- ◆ The Association and Management may exercise a plan furnishing a cooperative container for which each job site (unit under construction) will pay a flat rate.

MISCELLANEOUS

- ◆ No construction material is to be left out in any common area such as public corridors, storage rooms, trash rooms, mechanical rooms, or janitorial rooms.
- ◆ All materials must be stocked within the confines of the unit in which they are to be used. The corridors and/or garage areas are not storage areas. Building Management will dispose of any materials found unattended in the common areas. The clean up and rubbish disposal cost will be charged to the offending party.
- ◆ Each contractor shall, by all means necessary, protect common area finishes from damage while moving materials or tools.
- ◆ All deliveries to the jobsite will enter through the service entrance at the Northwest end of the Building. There will be no deliveries through the main entry or any other areas of access.

BALCONIES

Installation or improvements on balconies is not allowed. Please note that care must be taken during installation of finishes on your balconies. Each owner is required to control and contain their construction materials within the confines of their unit; specifically, each owner is responsible for damages incurred due to a failure to contain rubbish and/or building materials.

SOUND SUPPRESSANT CERTIFICATION

Hard flooring (wood, marble, ceramic tile, etc.) requires a sound suppressant underlayment. Sound suppressant products installed as underlayment must provide a “sound transmission coefficient” of 52 or greater and an “impact insulation class” of 50 or greater. Your flooring contractor or insulation contractor as well as you as unit owner must provide certification of sound suppressant installation.

SECTION 5 EMERGENCY PROCEDURES



There is no substitute for preparedness. At Plaza 57, your safety, as well as the safety of your employees and neighbors, should always come first.

The following procedures have been established to assure your safety and well being. Please read this section very carefully and ask your Property Manager any questions you may have.

FIRE INSTRUCTIONS

If you notice any sign of fire anywhere in the building, call 911. Notify the Management Office if you have time.

Plaza 57 is equipped with a fire sprinkler system, located in each unit, the garage and in all enclosed common areas. The system operates automatically in response to a fire. Shut-off valves for the system are located on the stairwell landing of each floor and should never be tampered with. In the event of a fire in your residence or in some other location in the building, please keep the following safety rules in mind:

- ◆ Gather your co-workers and yourself quickly and get to a safe area. Do not spend precious time looking for possessions.
- ◆ Do not lock the door to your space as you leave. Merely shut the door on your way out.
- ◆ Do not use the elevator. Use the stairs instead.
- ◆ Please close stairwell doors after entering to keep smoke out of the stairwell.
- ◆ Please make yourself available outside the building so you can be accounted for. You should devise a plan with your office staff to meet outside of the building. Also, the Fire Department may need to get information from the employees.
- ◆ Do not attempt to re-enter your unit or the stairwell until the Fire Department or Plaza 57 Management and/or Security has advised you it is safe to re-enter.

FIRST AID KITS

Every space should have a small first aid kit (or its equivalent) and a first aid booklet on hand for minor medical emergencies. A fire extinguisher is also highly recommended.

In the event of a medical emergency, call 911. Please leave your door unlocked (if able) in case a stretcher or medical equipment is necessary after calling for emergency help.

For your protection, as well as for the sake of convenience, please have a medical emergency card prepared for you and any staff member that suffers from any critical ailment. The card should include the following information:

- ◆ Name and age of yourself or any employee
- ◆ Medical history and type of critical ailment
- ◆ Special medication prescribed for ailment
- ◆ Name and telephone number of attending physician

Remember, in the event of a medical emergency: **Call 911.**

SECTION 6 Rules & Regulations



The definitions contained in the Declaration of Condominium of PLAZA 57 ("Declaration") are incorporated herein as part of these Rules and Regulations. The Board has the right to change or add to the Rules and Regulations from time to time. In addition to the Plaza 57 Rules and Regulations, the Association is governed by the Association Documents which include the Declaration, Bylaws of the Association, including amendments thereto, and Florida Statutes.

1. The sidewalk, entrances, passages, elevators, vestibules, stairways, corridors, halls, catwalks and all of the Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress from the building(s) and the other portions of the Condominium; nor shall any carriages, bicycles, shopping carts, chairs, benches, tables or any other objects of a similar type or nature be stored therein. Children are not to play in the hallways, entryways, parking areas, elevators, stairways, catwalks, walkways or other public areas or interfere with the operation of the elevators. Owners or Tenants are responsible for any damage caused by their children or children's guests.

2. No personal articles shall be allowed to stand on any portion of the Common Elements.
3. The exterior of the Units and all other areas appurtenant to a Unit shall not be painted, decorated or modified by any Owner or Tenant in any manner without the prior written consent of the Association by its Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board.
4. Each Owner or Tenant shall keep his Unit in a good state of preservation and cleanliness.
5. No Owner or Tenant shall request or cause any employee or agent of the Association to do any private business of the Owner or Tenant, except as shall have been approved in writing by the Association.
6. Each Owner or Tenant who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:
 - (a) Removing all furniture, potted plants and other movable objects from his terrace, balcony or patio, if any; and
 - (b) Designating a responsible firm or individual satisfactory to the Association to care for his Unit should the Unit suffer hurricane damage.
7. No interior of a Unit shall be altered in any manner as such would have any effect on the structural elements of the building in which the Unit is located or its electrical mechanical, plumbing or air conditioning systems or on any of the Common or Limited Common Elements without the prior written consent of the Association.
8. No Owner or Tenant shall make or permit any noises that will disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners or Tenants. Radios, televisions, stereos and other instruments, which may create noise, should be kept down to a minimum volume.
9. Each Owner or Tenant shall be held responsible for the actions of his employees and guests. Any damage to the Condominium buildings or improvements thereon or to any other facilities or structures caused by an Owner, his employees or guests, shall be repaired at the sole expense of the Owner.
10. Complaints regarding the management of the Property or regarding actions of other Owners or Tenants shall be made in writing to the Association.

11. An Owner or Tenant shall not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Common Elements or any portion of the Condominium or which will obstruct or interfere with the rights of other Owners or the Association.
12. Advance arrangements shall be made with the Association before moving furniture or bulky personal belongings in or out of the building(s). Neither Owners or Tenants, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the building(s), grounds or parking areas. Owners or Tenants shall be financially responsible for any such damage. All Owners or Tenants shall be liable for damage to the building(s), grounds or parking areas caused by moving or removing furniture or other articles from the building(s) or by their automobiles.
13. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any Owner's or Tenants right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements.
14. The procedure for enforcing these Rules and Regulations and the other provisions of the Condominium Documents shall be as follows:
 - ❖ The exterior of the Units and all other areas appurtenant to a Unit shall not be painted, decorated or modified by any Owner or Tenant in any manner, nor shall a Unit Owner or Tenant install hurricane shutters or other similar window protection, without the prior written consent of the Association by its Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board.
 - ❖ Hurricane Season. Each Owner or Tenant who plans to be absent from his Unit during any part of the hurricane season must prepare his Unit prior to his departure by:
 - (a) Removing all furniture, potted plants and other movable objects from his terrace, balcony or patio, if any; and
 - (b) Designating a responsible firm or individual satisfactory to the Association to care for his Unit should the Unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

- ❖ Alterations. No Owner or Tenant shall make any alterations in the buildings or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building(s), the Common Elements, the Limited Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the building(s) without first obtaining the written consent of the Board.

The responsibility for the maintenance of a Unit and the Condominium shall be as follows:

- ❖ By the Association: The Association shall maintain, repair and replace at the Association's expense:
 - (a) All exterior walls of the building, which shall include, but not be limited to, the roof, roof trellises, outside walls of Units, inclusive of balcony railings and load bearing columns.
 - (b) All improvements and facilities located on the Common Elements, including the elevators, air conditioning equipment located on the roof of the building, parking spaces, recreation area, streets and drives, Association personal property, landscaping, lawn care, services related to drainage areas, painting of the exterior of the buildings (inclusive of the exterior walls of the Unit balconies) structural upkeep and sidewalks.
 - (c) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained on the portions of the Unit contributing to the support of the building or within the interior boundary walls; and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which such facilities are located.
 - (d) All damage to a Unit caused by such maintenance shall be promptly repaired by and at the expense of the Association.
 - (e) The Association has and shall have all powers necessary to discharge this responsibility, and may exercise such powers exclusively if it so desires, or may delegate a part or all of such powers as elsewhere provided for in the Condominium Documents.
 - (f) All air conditioning equipment located outside the Units, which serve only one Unit, including, but not limited to, the compressors, coolant lines, drip pans and runoff lines, shall be a Limited Common Element for the use of the Unit served thereby and to the extent located outside the Unit, shall be

maintained and replaced by the Association in accordance with the provisions of Paragraph V. K hereof.

❖ By the Owner or Tenant: The responsibility of each Owner or Tenant shall be as follows:

(a) To maintain in good condition and repair his Unit and all interior surfaces within his Unit and the entire interior of his Unit, including, where applicable, a Limited Common Element for the exclusive use of a Unit; and to maintain and repair the fixtures and equipment therein, which includes, but is not limited to, the following, where applicable: built-in cabinets, screening (to the extent permitted) on balcony, porch or terrace, air conditioners and heating units located with a Unit, water heater, including condensers and all appliances thereto to the extent located in a Unit, refrigerators, stoves and all other appliances, drains, plumbing fixtures and connections; sinks, all plumbing and water lines within the Unit; electrical panels, electric wiring and electric outlets and fixtures within the Unit; interior doors of any type or nature, windows, screening and glass; all exterior doors (except the painting of the exterior doors shall be a Common Expense of the Condominium), casings and hardware for the exterior doors; and pay for all his utilities, i.e., electric and telephone. Water, sewer, garbage disposal and gas, as applicable, shall be a part of the Common Expenses if billed to the Condominium as to all Units in the Condominium; however, if individual bills are sent to each Unit by the party furnishing such service, each Owner or Tenant shall pay said bill for his Unit individually.

(b) Every Owner or Tenant must perform promptly all maintenance and repair work within his Unit, as aforesaid, which if not performed would affect the Condominium Property, the Condominium in its entirety or a Unit belonging to another Owner. Each Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above-mentioned responsibilities may engender. Said Unit shall be maintained and repaired in accordance with the building plans and specifications, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

❖ Leasing. Leasing of Units shall be subject to the prior written approval of the Building Association. All leases shall be on forms approved by the Building Association and shall provide that the Building Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Building Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. No portion of a Unit (other than an entire Unit) may be

rented. Units may be leased only for periods of at least six (6) consecutive months. Tenants may not sublease a Unit. Unit Owners wishing to lease their Units shall be required to place in escrow with the Condominium Association an amount equal to the lesser of the sum of \$1,000.00 or an amount equal to one (1) month's rent under each such lease, which may be used by the Condominium Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Condominium Association). The Unit Owner and the tenant will be jointly and severally liable to the Condominium Association for any amount in excess of such sum which is required by the Condominium Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00 to reimburse the Condominium Association for costs incurred in approving the Lease, shall be returned to the Unit Owner within thirty (30) days after the tenant permanently vacates the Unit.

15. Except as specifically permitted in the Lease for any Premises, no sign door plaque, directory strip, advertisement notice or item of any kind shall be displayed, painted or affixed by Owner or Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees in or on any part of the outside or inside of the Leased Premises, Building, or Common Areas which may be visible from outside of the Premises without the prior written consent of Landlord or Association and then only of such color, size character, style and material, and in such places as shall be approved and designated by Landlord. In the event of the violation of the foregoing by Owner or Tenant, Landlord or Association may remove same without any notice or incurring any liability and may charge the expense incurred by such removal to the Owner or Tenant violating this rule.
16. No additional locks or bolts of any kind shall be placed on any door in the Building and no changes shall be made to the existing locks or bolts without the prior written consent of Landlord or Association. Landlord or Association will furnish Owner or Tenant with two (2) keys to the entrance doors to the Leased Premises. Landlord or Association may at all times keep a pass key to the Leased Premises.
17. Owner or Tenant, its officers, agents, servants, employees, patrons, licensees, customers, contractors, visitors, or invitees shall not block or obstruct any of the entries, passages, doors, elevators, elevator doors, corridors, hallways or stairways of the Building or Common Areas or place, empty or throw any rubbish, litter, trash or material of any nature into such areas, or permit such areas to be used at any time except for

- ingress or egress of Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees.
18. Glass panel doors that reflect or admit light into the passageways, or into any place in the Building, whether from the outside or from any interior area into Common Areas, shall not be covered or obstructed by the Owner or Tenant, and Owner or Tenant shall not permit, erect and/or place solar reflective film, drapes, curtains, blinds, shades, screens, furniture, fixtures, shelving, display cases, tables, lights, signs or advertising devices in front of, or in the proximity of any interior or exterior windows, glass panels or glass doors that provide a view into the interior of the Leased Premises, unless same shall have first been approved in writing by Landlord or Association. Any and all window coverings shall be subject to the Landlord or Association's prior approval and shall, in Landlord or Association's sole discretion, be uniform and consistent with Building Standard.
 19. Owner or Tenant, its officers, agents, servants, employees, patrons, customers, visitors, invitees and contractors shall park their vehicles only in the area of the parking facilities designated for this purpose by Landlord or Association and in accordance with such rules for the parking facilities as may be established by Landlord or Association.
 20. Except for delivery of merchandise or supplies used in the normal course of daily business of Owner or Tenant in accordance with the permitted use of the Premises, the delivery of which must be executed in conformance with such rules as Landlord or Association may prescribe from time to time, the movement of furniture, equipment, machines, merchandise or materials within, into or out of the Leased Premises, Building, or Common Areas shall be restricted to time, method and routing of movement as determined by Landlord or Association upon request from Owner or Tenant, and Owner or Tenant shall assume all liability and risk to such property, Leased Premises, Building, and Common Areas in connection with such movement. Owners or Tenants shall not move furniture, machines, equipment, merchandise or materials within, into or out of the Leased Premises, Building, or Common Areas without having first obtained a written permission from Landlord or Association twenty-four (24) hours in advance. Safes, large file storage containers, electronic data processing equipment and other heavy equipment or machines shall be moved into the Leased Premises, Building, or Common Areas only with Landlord or Association's written consent and placed where directed by Landlord or Association. Any damage done to the Leased Premises, Building, Common Areas or to other Owners or Tenants or persons during such movement of furniture, equipment, machines, merchandise or materials shall be paid for by Tenant.

21. Owners or Tenants are cautioned in purchasing furniture and equipment that the size such as can be placed in the elevator and will pass through the doors to the Leased Premises. Large pieces should be made into parts and set up in the Leased Premises. Landlord or Association reserves the right to refuse to allow to be placed in the Building, any furniture or equipment of any description which does not comply with the above conditions.
22. There shall not be used in any Leased Premises, or in the Common Areas of the Building, either by any Owner or Tenant, or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.
23. Owner or Tenant, its officers, agents, servants or employees shall do no painting or decorating in the Leased Premises or mark, paint or cut into, drive nails or screw into, or in any way deface or alter any part of Leased Premises or Building without the prior written consent of Landlord or Association. If Owner or Tenant desires signal, communication, alarm or other utility or service connection installed or changed, such work shall be done at expense of Owner or Tenant, and only upon Landlords prior written consent.
24. All doors leading to the Leased Premises from any corridors, passage or hallway shall be kept closed at all times, except when someone is actually entering or leaving the Leased Premises.
25. Owner or Tenant, its officers, agents, servants and employees shall, before leaving the Leased Premises unattended, close and lock all doors and shut off all appliances or fixtures consuming utilities; any damage or expense resulting from failure to do so shall be paid by Owner or Tenant.
26. Owner or Tenant, its officers, agents, servants and employees shall not permit any noise or noises be heard outside the Leased Premises.
27. Owner or Tenant, its officers, agents, servants and employees shall not permit any equipment or device within the Leased Premises which will impair radio or television broadcasting or reception from or in the Building or Common Areas.
28. Owner or Tenant, its officers, agents, servants, employees, patrons, licensees, customers, contractors, visitors or invitees shall not bring into or keep on the Leased Premises or Common Areas any fish, fowl, reptile, insect or animal of any kind whatsoever without the prior written consent of Landlord or Association.
29. Owner or Tenant, its officers, agents, servants and employees shall not use the Leased Premises, Building, or Common Areas for housing, lodging or sleeping purposes or for the cooking or preparation of food without the prior written consent of Landlord or Association.

30. Owner or Tenant, its officers, agents, servants and employees shall not install or operate any refrigerating, heating or air conditioning apparatus, or carry on any mechanical operation, or bring into the Leased Premises, Building, or Common Areas any flammable, combustible or explosive fluid, chemical, material or substance without the prior written consent of Landlord or Association.
31. Except for the Leased Premises in accordance with the Permitted Use, no space in the Building or Common Areas shall, without the prior written consent of Landlord or Association be used for manufacturing, public sales, or for the storage of merchandise, or for the sale or auction of merchandise, goods or property of any kind.
32. The requirements of Owner or Tenant will be attended to only upon application at the Office of the Landlord or Association. Landlord or Association's employees shall not perform any work or do anything outside of their regular duties unless under instructions from the Office of the Landlord or Association.
33. The plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown, deposited or disposed of therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be born by Owner or Tenant, who shall, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees shall have caused it.
34. Owner or Tenant shall not engage or pay any employee from the Leased Premises, except those employees actually working for Owner or Tenant on the Leased Premises, nor shall Owner or Tenant advertise for laborers giving an address of the Leased Premises, Building, or Common Areas without the prior written consent of Landlord or Association.
35. In the event Landlord or Association is providing janitorial service to the premises. Owner or Tenant shall not hinder the work of Landlord or Association's janitorial personnel after 5:30 pm, provided such work may be done at any time when the Premises are vacant. The exterior windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles, necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding janitorial services. In this regard, Tenant shall also empty all glasses, cups and other containers holding any type of liquid whatsoever into appropriate receptacles, but in no circumstances into trash or waste container.
36. In the event Owner or Tenant must dispose of crates, boxes, containers or objects which will not fit into normal wastepaper baskets, it will be the

- responsibility of Tenant to dispose of same. In no event shall Owner or Tenant set such items in the public hallways or other Common Areas of the Building or parking facilities of the Building or anywhere outside of Owner or Tenant's own Leased Premises.
37. Owner or Tenant will be responsible for any damage to the Leased Premises and the Building, including carpeting and flooring, as a result of rust or corrosion, staining or otherwise resulting from the placement or use of furniture, equipment, material, liquid or compound, or resulting from any activities engaged in, by Owner or Tenant or their officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees.
 38. Owner or Tenant shall not lay linoleum or other similar floor covering within the Leased Premises without the prior written consent of the Landlord or Association.
 39. Canvassing, soliciting and peddling in the Building and Common Areas is prohibited, and each Owner or Tenant shall cooperate to prevent the same. In this respect, Owner or Tenant shall promptly report such activities to the Office of the Landlord or Association.
 40. Owner or Tenant, its officers, agents, employees, servants, patrons, customers, contractors, licensees, invitees and visitors shall not solicit business in the Building or Common Areas, nor distribute any handbills or other advertising matter within the Building or to vehicles parked in the parking facilities.
 41. Landlord or Association will not be responsible for lost or stolen personal property, equipment, money or any article taken from the Leased Premises, Building, or parking facilities, regardless of how or when such loss occurs.
 42. No vending machine of any description shall be installed, maintained or operated upon the Leased Premises without the prior written consent of Landlord or Association.
 43. Neither Owner or Tenant, nor any officer, agent, employee, servant, patron, customer, contractor, visitor, licensee or invitee of any Owner or Tenant, shall go upon the roof of the Building without the prior written consent of the Landlord or Association.
 44. Owner or Tenant shall not install any antenna or aerial wires, radio or television equipment, or any other type of equipment inside or outside of the Building without Landlord or Association's prior written consent upon Landlord or Association's sole discretion and upon such terms and conditions as may be specified by Landlord or Association in each and every instance.

45. Owner or Tenant shall not advertise the business, profession or activities of Owner or Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto, use the name of the Building for any purpose other than that of the business address of Owner or Tenant, or use any picture or likeness of the Building in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material, without express written consent of Landlord or Association in each and every instance.
46. Landlord or Association reserves the right to close the Building to the public at 6:00 p.m., Monday through Friday, and at 1:00pm on Saturday, subject however, to Owner or Tenant's rights to admittance under regulations prescribed by Landlord or Association, and to require that persons entering the Building identify themselves and establish their right to enter or to leave the Building.
47. Access to the Building, or the halls, corridors, elevators or stairways to the Leased Premises, may be refused from 1:00 p.m. Saturday to 8:00 am Monday, on holidays declared by the Federal Government, whenever the Building is not of use to the public and during Monday through Friday between the hours of 6:00 p.m. and 8:00 a.m. unless the person seeking access has a pass or is properly identified. Landlord or Association shall in no case be liable for damages for the admission to, or exclusion from the Building, of any person who Landlord or Association has the right to exclude hereunder. Owner or Tenant's officers, agents, servants and employees shall be permitted to enter and leave the Building whenever appropriate arrangements have been previously made between Landlord or Association and Owner or Tenant with respect thereto. Each Owner or Tenant shall be responsible for all persons for whom he requests such permission and shall be liable to Landlord or Association for all acts of such persons. Any person, whose presence in the Building or Common Areas at any time shall, in the judgment of the Landlord or Association, be prejudicial to the safety, character; reputation and interest of the Building or its Owners or Tenants may be denied access to the Building or Common Areas or may be ejected there from. In case of invasion, riot, public excitement or other commotion, Landlord or Association may prevent all access to the Building or Common Areas during the continuance of the same by closing the doors or otherwise, for the safety of the Owners or Tenants, and protection of property in the Building and Common Areas. Landlord or Association may require any person leaving the Building with any package or other object to exhibit a pass from the Owner or Tenant from whose Leased Premises the package or object is being removed, but the establishment and enforcement of such requirements shall not impose any responsibility on Landlord or Association for the protection of any Owner or Tenant against the removal

- of property from the Leased Premises of Owner or Tenant. Landlord or Association shall in no way be liable to any Owner or Tenant for the damage or loss arising from the admission, exclusion or ejection of any person to or from the Tenant's Leased Premises, Building or Common Areas under the provisions of this rule.
48. The Premises shall not be used for gambling, lodging, sleeping or for any immoral or illegal purposes.
 49. No vehicles shall be permitted to remain parked overnight in any area of the Building (including parking facilities and the service area), whether loaded, unloaded, or partially loaded or unloaded except upon prior written approval of Landlord or Association upon Landlord or Association's sole discretion.
 50. Landlord or Association shall have the right to exclude any person from the Building other than during customary business hours, and any person in the Building will be subject to identification by the employees and agents of Landlord or Association. All persons in or entering the Building shall be required to comply with the security policies of the Building. Landlord or Association will provide all security services for the Building, provided that if Owner or Tenant desires any additional security service for the Premises, Owner or Tenant shall have the right (with the advance written consent Landlord or Association) to obtain such additional service at Owner or Tenant's sole cost and expense.
 51. Owner or Tenant shall not bring or permit to be brought or kept in or on the Premises any flammable, combustible, corrosive, caustic, poisonous or explosive fluid, material, chemical or substance, or cause or permit any odors to permeate in or emanate from the Premises.
 52. Owner or Tenant shall give immediate notice to Landlord or Association in case of accidents in the Premises or in the Building or of any defects therein or in any fixtures or equipment, or of any known emergency in the Building.
 53. Owner or Tenant shall not use the Premises or permit the Premises to be used for photographic, multilith or multigraph reproductions except in connection with its own business and then only with Landlord or Association's prior written permission.
 54. No bicycles or other vehicles, or animals of any kind shall be brought into or kept in or about the Premises. Parking of all types of vehicles is restricted to the parking facility.
 55. No Owner or Tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine,

- unmusical noise, whistling, singing, or in any other way. No Owner or Tenant shall throw anything out of the doors, windows, balconies or skylights, or down the passageways.
56. Unless otherwise approved in writing by Landlord or Association, the sidewalks, entrances, passages, elevators, vestibules, stairways, corridors, halls, catwalks and all of the Common Areas must not be obstructed, encumbered or used for any purpose other than ingress and egress from the Building.
 57. Any and all items that may be placed and used on any terrace, patio, balcony, arcade or sidewalk, shall be subject to Landlord or Association's prior written approval.
 58. Owner or Tenant shall not place or install any screen doors, roll-ups, storm shutters, umbrellas, awnings, hardware or the like without the prior written approval of the Landlord or Association as to design and color and, in any event, Landlord or Association approval shall not be granted unless such items substantially conform to the architectural design of the Building. Landlord or Association approval, however, does not and shall not be construed to constitute approval or conformance with the county or city building codes. Nothing including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, window guards, light reflective materials, ventilators or fans shall be attached or affixed to the exterior of the Premises, terrace, patio, patio or balcony or exposed on or Property out of any window, door, terrace, patio, balcony or sidewalk without the prior consent of the Landlord or Association. No ham radios or radio transmission equipment shall be operated on any portion of the Building without the prior written consent of the Landlord or Association.
 59. The Landlord or Association reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building, and for the preservation of good order therein, and any such other or further rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof.