
Rules & Regulations

Table of Contents

- I. **AMENITIES**..... 5
 - A. GENERAL 5
 - B. BBQ 5
 - 1. Hours of Use 5
 - 2. Reservations 5
 - 3. Restrictions & Requirements..... 5
 - C. Bike Storage 6
 - D. Billiard Room..... 6
 - 1. Children..... 6
 - E. Conference Room 6
 - F. Elevators..... 6
 - G. Gymnasium 6
 - H. Kayak Storage..... 7
 - I. Laundry Room 7
 - J. Organic Garden 7
 - 1. General 7
 - 2. Assignment of Raised Beds..... 7
 - 3. Duration of Assignment..... 7
 - 4. Condition Precedent to use of Organic Garden 8
 - 5. Costs of Maintenance and Upkeep 8
 - 6. Exclusive Use of Raised Beds 8
 - 7. Maintenance Frequency Requirement..... 8
 - 8. Walkways..... 8

9.	Chemicals Prohibited	8
10.	Gardening Tools.....	8
11.	Administrative Directives	9
12.	Conflict Resolution.....	9
13.	Height Restrictions	9
14.	Entry Code	9
15.	Policy of Purpose	9
16.	Donations.....	9
K.	Party Room.....	9
L.	Swimming Pool.....	9
1.	Hours of Operation.....	9
2.	No Lifeguard	9
3.	Children Adult Supervision Required.....	10
4.	Infants & Diapers	10
5.	Showering Requirement.....	10
6.	Prohibited Items	10
7.	Pool Recreation Area	10
8.	Chaise Lounges	11
9.	Smoking	11
10.	Radio/Music.....	11
M.	Tennis Courts	11
1.	Hours of Use	11
2.	Reservations	11
3.	Restrictions & Requirements.....	11
II.	COMMON AREAS	11
III.	CONTRACTORS & ARCHITECTURAL MODIFICATIONS (ACR'S).....	12
A.	Contractors	12
1.	General	12
2.	Supporting Documents	12
3.	Work Hours.....	12
4.	Clean-up & Garbage/Debris Disposal	12
5.	City of Miami Permits	13
B.	Shutters.....	13
1.	General	13

2.	Design	13
3.	Installation Requirements	14
C.	Balcony Improvements	14
D.	Air Conditioners	14
1.	General	14
E.	Floors.....	14
1.	General	14
2.	Minimum Soundproofing Product Ratings	15
F.	Partitions, Plumbing & Electrical.....	15
IV.	DELINQUENCY & COLLECTIONS	15
V.	FEES	15
A.	Party Room.....	15
B.	BBQ	15
C.	Fob	15
D.	Transponder.....	15
E.	Laundry Card	15
F.	Rental	15
G.	Purchase.....	15
H.	Additional Resident.....	15
I.	Condo Docs (Bylaws).....	16
J.	Condo Questionnaire	16
K.	Estoppel	16
1.	The fees for the estoppel letter request, which are as follows:.....	16
VI.	FINES	16
VII.	GENERAL	16
A.	Children	16
B.	Compliance & Applicability	16
C.	Employees	16
VIII.	MOVE-IN/OUT	16
IX.	PACKAGES & DELIVERIES	17
X.	PARKING	17
A.	General.....	17
B.	Parking Permits & Decals	17
C.	Resident Vehicle Registration	17

D.	Transponders	17
E.	Vehicle Rentals	17
F.	Restrictions	18
G.	Enforcement & Penalties	18
XI.	PETS	18
A.	Pets.....	18
B.	Emotional Support/Service Animals	19
1.	Background	19
2.	Objective.....	19
3.	Policy.....	19
4.	Requests For Accommodation.....	19
5.	Rules, Regulations & Restrictions	20
XII.	SAFETY	21
XIII.	SECURITY	21
XIV.	STORAGE	21
XV.	TRASH & WASTE DISPOSAL	21
XVI.	UNIT ACCESS, DOORS, LOCKS, KEYS, & FOBS	22
XVII.	UNIT USE & RESTRICTIONS	22
A.	Balconies & Exteriors	22
B.	Cleanliness & Unsanitary Condtions	22
C.	Doors, Locks & Keys	22
D.	Noise	23
E.	Signs, Flags & Advertisements	23
F.	23
XVIII.	UNIT RESALES, TRANSFERS AND RENTALS	23
A.	Owner Contact Information.....	23
B.	Minimum & Maximum Rental Period	23
C.	Short Term Rentals	23
D.	Requirements to apply for and receive Rental approval.....	23
E.	Requirements to apply for and receive Purchase approval.....	24
XIX.	VISITORS & INVITEES	24

I. AMENITIES

A. GENERAL

The Amenities at Brickell Place Condominium Association (BPCA) are for the use of BPCA and Brickell Place Phase II Condominium Association, Inc. (Phase II) and their invitees only, subject to the Rules & Regulations stated herein.

B. BBQ

1. Hours of Use

Use of the BBQ area is from 10:00am to 11:00pm only.

2. Reservations

- a) Use of the BBQ area is from 10:00 AM to 11:00 PM.
- b) Reservations are for only four (4) hours maximum.
- c) The BBQ grill must be always attended to.
- d) No loudspeakers or loud music are allowed in the BBQ area.
- e) All alcoholic beverages must be consumed with a plastic or aluminum container. No glass allowed.
- f) No alcoholic beverages may be consumed **outside the BBQ area**.
- g) The BBQ area is used at your own risk. Adults are responsible to supervise their children. The BBQ area is not a playground so throwing balls and playing children's games is strictly prohibited.
- h) As a courtesy to your fellow residents please clean up the area, grill, table, and sink after use. As charcoal may be hot when leaving please focus on cleaning the grills leaving them without food leftovers
- i) Inspection of the amenity will be done at the opening and at return times by Security. Our Security will perform a checklist before and after use.
- j) Please follow the instructions of the security staff. Security has the right to ask you to leave the premises.
- k) Resident(s) who reserved the BBQ area must be always present.
- l) SECURITY DEPOSIT: Neither cash nor credit cards are accepted. Checks or Money Orders shall be made payable to BPCA I. Checks and forms must be provided to the Management Office only. Checks with non-sufficient funds may result in the permanent loss of use privileges.
- m) DO NOT FEED THE WILDLIFE.

3. Restrictions & Requirements

No Loudspeakers or loud music is allowed in the BBQ area.

No alcoholic beverages may be consumed outside of the BBQ area.

Residents & Invitees must clean up the area after use i.e. Grill, Tables, Sink and Trash.

All Residents & Invitees must follow the instructions of Management & Security Staff at all time.

C. **Bike Storage**

BPCA and/or its staff are not responsible for bike locks and/or any damage or lost of bikes stored in the bike room or bike racks in common areas.

D. **Billiard Room**

1. **Children**

Children under 18 are not permitted in the billiard room, unless accompanied by an adult who accepts full liability and responsibility for their actions.

E. **Conference Room**

1. The Conference Room is in the Lobby of Building A.
2. This amenity cannot be reserved for more than a day.
3. Allocation Limit: 1 reservation(s) per 1 Day(s) per Unit.
4. Reservations are made through Building Link.

F. **Elevators**

The Service/Cargo Elevator must be used for any large deliveries, bikes, hand carts/dollies, furniture, large appliances and can only be used for the aforementioned items from Monday through Friday, 9am-4:30pm.

The Service/Cargo Elevator Reservations may be requested from the Management Office via Building Link at least two (2) business days in advance and subject to availability.

G. **Gymnasium**

1. Proper gym/fitness attire & closed toed athletic shoes are required.
2. All gym equipment & accessories are the property of BPCA Phase I and are NOT to be removed from the gym.
3. Individuals MUST properly sanitize each piece of equipment after use, with sanitization products provided.
4. ALL weights MUST be properly re-racked & accessories put back in their place after each use.
5. No food is permitted in the exercise room. WATER must be contained in plastic spill proof containers.
6. No use of personal speakers or sound enhancing equipment is allowed.
7. Individuals under the age of sixteen (16) are NOT permitted to enter or use the exercise room & or facilities for reasons of personal safety.
8. Exercise room and facilities are for the exclusive use of registered residents of BPCA – Phase I & Phase II ONLY. Persons authorized to use exercise room equipment and its facilities are responsible to use the equipment in a reasonable and safe manner.
9. ALL trainers MUST register with management office and submit personal liability Insurance documentation to BPCA Phase I Management office prior to conducting training sessions.
10. Security personnel may randomly check identity of people in the gym to ensure that only registered residents of BPCA are using the gym. Security personnel may maintain a record of usage.

11. The use of the exercise equipment is at the exclusive risk of the individual operating the equipment. The Condominium Association expressly states that it has no insurance, nor responsibility for any accidents which may result from the use of the exercise equipment by any OWNER, resident, or guest.
12. Failure to comply with any/all of these rules & regulations will result in your gym amenity access to be REVOKED at the discretion of Management!

H. Kayak Storage

BPCA and/or its staff are not responsible for kayak locks and/or any damage or loss to any kayak stored in the kayak racks.

I. Laundry Room

1. The Laundry Room is located on the First Floor of Building A.
2. It consists of multiple industrial washers and dryers.
3. There is a specific washer and dryer for emotional support animal items.
4. A laundry card is required for payment, which can be purchased at the Management Office for a cost of \$20. This laundry card is loaded with cash to use in the washers.

J. Organic Garden

1. General
 - a) The Committee is responsible for ensuring that the rules are followed for the healthy enjoyment of the garden.
 - b) The raised bed DOES NOT BELONG TO THE GARDENER; it is a common element and is just a temporary assignment to plant and enjoy as any other BPCA – Phase I amenity. If the gardener decides to leave for any reason, the raised bed does not leave with them; it remains the property of the BPCA Association and the gardener will not receive any type of refund.
 - c) Raised beds will be limited to one (1) per unit.
 - d) Minors are welcome in the garden but must be accompanied by an adult and must always be supervised.
 - e) Pets are not allowed in the garden.
2. Assignment of Raised Beds

Assignment of garden raised beds will be awarded by the BPCA – Phase I Organic Garden Committee (“Committee”) to Phase I owners and authorized residents only, based upon availability. In the event that there is no available space, interested parties will be placed on a wait list and will be assigned a raised bed on a first come first serve basis.
3. Duration of Assignment

Assignments of raised beds are awarded on a permanent basis, until such time as the gardener decides to voluntarily relinquish or abandon their assigned raised bed and subject to the oversight of the Committee and the authority of the administration for the Association (Board of Directors and Management).

4. **Condition Precedent to use of Organic Garden**
Each gardener must complete the “Release of all Claims” form before any work in the garden can begin. If for any reason the gardener’s plants, seeds and/or tools are damaged, or stolen, “the Gardener” will not hold BPCA Phase I liable in any way.
5. **Costs of Maintenance and Upkeep**
Each gardener is responsible for buying the material needed to fabricate their raised bed. Note, however, that the raised bed is not considered the personal property of the gardener (refer to #16). Each gardener will also be responsible for the purchase of their plants, and materials needed to maintain the raised bed. Watering, weeding, harvesting and any other garden related maintenance are all the responsibility of the gardener. Gardeners may arrange for other gardeners to water and maintain their raised beds. In the event a new gardener is assigned a raised bed that is already built, the new gardener will assume the original cost of the raised bed. This money will be used for the general upkeep and enhancement of the garden.
6. **Exclusive Use of Raised Beds**
Gardeners may harvest vegetables and flowers ONLY from their assigned raised bed at the exclusion of all other Raised Beds. Common areas are to be respected and used solely for the purpose designated in the established garden drawings.
7. **Maintenance Frequency Requirement**
Garden raised beds should be cared for at least once a week. It is the gardener’s responsibility to notify any member of the Committee if he or she is not able to care for their raised bed in any given week. If the gardener wishes to release their assigned raised bed, the committee must be notified 2 weeks prior to the departure date. Gardeners are responsible for cleaning their raised bed of all plants and all costs previously incurred by gardener are non-refundable.
8. **Walkways**
All gardeners are responsible to keep the walkway around the plot weeded and tidy. No pots are allowed around the raised bed.
9. **Chemicals Prohibited**
The application of herbicides (Weed Killers) and chemicals to the garden raised bed is strictly prohibited, as well as planting invasive species. Remember that whatever you use on your raised bed affects all your fellow gardeners. Gardeners have a duty to notify the Committee if they observe pests on their plants.
10. **Gardening Tools**
There are garden tools available for sharing and must remain in the garden premises. Gardeners must treat them with care and respect and are responsible for any tool they damage. Gardeners are responsible for keeping the garden

gate and storage bin locked at all times and returning all the tools to their designated area.

11. Administrative Directives

When notified by BPCA Management and/or the Committee to move/relocate pots or any other personal properties, it is the gardener's sole responsibility to comply with the request in a timely manner; this may occur when there is inclement weather; need to perform maintenance; or for any other reason.

12. Conflict Resolution

The Organic Garden is intended to promote a sense of community and create a space for the peace and enjoyment of BPCA Phase I residents. In the event of a complaint or dispute, the matter will be referred to the Board and/or the BPCA Phase I Grievance Committee for resolution.

13. Height Restrictions

Planting of any species that grows higher than 6 feet tall is not allowed on the raised beds. There is another assigned area for small trees up to 8 feet tall. Using the fence for vining purposes is not allowed.

14. Entry Code

Each gardener will be given the entry code to the garden and expected to safeguard the code.

15. Policy of Purpose

The Organic Garden was created for the benefit of the environment; as a learning platform for families, and to improve and beautify the community. The cooperation of each gardener to ensure that the area is properly nurtured and maintained is appreciated.

16. Donations

The Organic Garden Committee may request semi-annual voluntary donations for the upkeep and enhancement of the garden.

K. Party Room

Reservations for use of the party room(s) must be made in advance with the Manager on an availability basis. There is a \$100.00 non-refundable cleaning fee charge plus a \$500.00 (refundable security deposit charge), pending revision of the condition the room is left in.

L. Swimming Pool

1. Hours of Operation

The swimming pool shall be open from 6:00 AM to 10:00 PM daily.

2. No Lifeguard

A LIFEGUARD WILL NOT BE ON DUTY AT ANY TIME; for this reason, all persons using the swimming pool shall do so at their own risk.

3. Children Adult Supervision Required

Children under 15 years of age are not permitted to use the pool unless they are supervised and accompanied by an adult at all times.

4. Infants & Diapers

Children in diapers are not permitted, under any circumstances, in the pool. Diapers are not synonymous to "Swimming Diapers" which are specifically designed for use in a swimming pool and are designed to prevent over-absorption of water and contain fecal matter and urine. Children under 3 years old are not permitted in the pool, under any circumstances, without the requisite "Swimming Diapers".

5. Showering Requirement

Pursuant to Florida Law every person must shower before entering the pool.

6. Prohibited Items

The following items are not permitted to be used or brought into the pool or pool deck area:

(The pool deck area is defined the immediate area surrounding the pool which define all the way to fence of the tennis courts on the south side, to the planters behind the Cabanas on the north side, to the planters on the east side, and to the beginning of Artificial Grass on the west side)

- Glassware of any type;
- Balls or Frisbees of any type;
- Bicycles, scooters, skateboards, skates, in-line skates, are any other similar Riding Toy;
- Scuba gear, snorkeling gear, swimming fins, oversized rafts or oversized flotation devices of any type,
- Pets are not permitted under any circumstances,
- Food is not permitted in the pool, and only permitted on the pool deck at the designated areas.
- No running, ball playing (of any type), "horseplay", is allowed in the pool or on the pool deck.

7. Pool Recreation Area

The Pool recreational Area is defined by the Artificial Grass all the way to fence of the tennis courts on the south side, to the planters behind Cabanas on the north side, to the Pool deck tile floor on the east side, and to the fence dividing the pool deck area and the parking lot on the west side.

The pool recreational area of the artificial grass is intended to serve as a recreational area for adults to exercise, and children (under 10 years old) to play with balls, ride bicycles, skateboards, scooters or any other Riding Toy of any type.

8. Chaise Lounges
Visitors to the pool deck area who use the Chaise Lounges are required to completely and fully cover them with a terrycloth towel during their use. Chaise Lounges are available a first come, first served basis and cannot, under any circumstances, be reserved through the Association.
9. Smoking
Smoking is not permitted in the pool or pool deck.
10. Radio/Music
Portable radios are permitted in the pool deck area but must be kept at a volume as not to disturb others using the pool deck area. If the volume disturbs others using the pool deck area the visitor with said portable radio will be requested to turn the radio off or move to another area within the pool deck that will not disturb others; if said request is refused then the visitor will be asked to leave the pool deck area. Portable radios are not allowed inside the pool under any circumstances or within the immediate vicinity of the pool.

M. Tennis Courts

1. Hours of Use
2. Reservations
Courts can be reserved in Building Link or in person by a resident of "A" or "B" building via Building Link. Only one tennis court may be reserved by a single unit and for a maximum of 90 minutes. Players cannot play for more than one and a half hours a day unless courts are vacant.
3. Restrictions & Requirements
 - a) No food, drinks, pets or smoking allowed on courts.
 - b) Players must wear tennis shoes, no other shoes allowed.
 - c) A Resident must be on the court at all times while their guest/invitee is present.
 - d) Proof of Residency may be requested by Security Personnel at any time and residents must comply with any such request.
 - e) Tennis professional cannot give lessons to non-residents.
 - f) If a court is wet and a player wishes to dry it, the player may use the roller.

II. COMMON AREAS

- A. No person is permitted in the lobbies or public rooms wearing a bathing suit.
- B. No OWNER shall feed any animals or birds on any part of the Condominium property.
- C. Authorized personnel only should alter or change the controls of elevators, sprinkling systems, heating and air conditioning systems in the recreation halls, electric meters and heating systems for the pool.
- D. No member shall make or permit to be made, any written, typed or printed notices of any kind or type whatsoever, or post the same on the bulletins boards, mail or otherwise

circulate it to members, which purports or represents to be, an official act or notice of the Association or Management entity.

- E. Notices of a social nature or purpose by a member in his capacity as a member, to other members are specifically excluded, providing that all such notices shall bear the signature of the member or members making or uttering such notices, who shall be fully responsible for the contents thereof.
- F. No solicitors of any type shall be permitted in the building at any time.
- G. The sidewalks, entrances, passages, elevators, stairwells, corridors and lobbies shall not be used for any purpose other than ingress and egress to and from the premises or for the purposes obviously intended.

III. CONTRACTORS & ARCHITECTURAL MODIFICATIONS (ACR'S)

A. Contractors

1. General

- a) Complete detailed list of all renovation work that will be done in the apartment. Per the condominium documents, all work must be approved by the Association prior to commencement of work. List/plan to be provided by the apartment owner with additional information listed below.
- b) Refundable Security Deposit of \$500 by check made payable to BPCA.
- c) The Association and staff Do Not loan tools or equipment to private contractors or residents.
- d) All contractors working from the roof must properly protect the roof of the building with plywood.

2. Supporting Documents

- a) Business License
- b) Liability Insurance *BPCA must be added as the Certificate Holder and as an Added Insured
- c) Workers Compensation Insurance *BPCA must be added as the Certificate Holder and as an Added Insured (Exemptions not accepted)
- d) Letter describing work to be done in the unit w/ Material Safety Data Sheet
- e) Starting and Expected Completion Date
- f) Reservation of the service elevator for materials

3. Work Hours

- a) Working Hours are from Monday through Friday, 9:00am – 4:30pm.
- b) No work is allowed after hours, on weekends or holidays
- c) Any work owners, residents or their contractors that may require noise must be done between the hours of 9:00 AM and 4:30 PM Monday through Friday only.

4. Clean-up & Garbage/Debris Disposal

- a) Contractors are responsible for removal of all debris outside of the premises
- b) Common area corridor floors must be covered to avoid any possible damage to floors and/or carpeting

- c) At the end of each workday, all common areas must be left clean and free of floor covers

5. City of Miami Permits

- a) Owner & Contractor are responsible for inquiring whether the proposed Scope of Work requires a permit from the City of Miami
- b) A copy of the approved Permit and the full Permit Package must be submitted to the Management Office
- c) City of Miami Inspection Reports must be submitted to the Management Office within three (3) business days of receipt or availability on iBuild – whichever occurs first
- d) No work that requires a permit from the City of Miami will be allowed unless the approved permit is posted on the unit door at all times
- e) If any work being performed exceeds the Scope of Work of the Approved Permit, the City of Miami will be immediately contacted by the Management Office and the Contractors will be removed from the Property. Work will not be allowed to be resumed until the City of Miami Violation for unpermitted work is closed.

B. Shutters

1. General

- a) Upon prior written approval by the Association, owners may elect to install shutters, which must be Dark Bronze Extruded Aluminum Folding/Accordion type Shutters.
- b) All requests for Association approval of a shutter installation must be made in writing by the owner of record, prior to signing any installation and/or material contract and before applying for any permit from the City of Miami.
- c) These requests must be accompanied by all necessary supporting documentation including but not limited to proof of applicable contractor license and insurances, material and installation specifications, shop drawings and NOA Product Approvals.
- d) Association Staff shall have the right but not the obligation to enter a condominium unit for the purpose of opening or closing hurricane shutters. The Association nor its Staff shall be liable for any damages incurred by performing such operation.
- e) Contractors, Servants, servicemen and tradesmen of OWNER shall use the service entrance for ingress and egress.

2. Design

- a) Max Clearance above and below blade is 0.250"
- b) Each Shutter Unit shall bear a permanent label with the manufacturer name/logo, City, State and the following statement "Dade County Product Control Approved".

- c) All work and installation shall be as per manufacturer’s specifications to be in accordance with S.F.B.C, Dade County County Code and the City of Miami Ordinance.
- d) Consult manufacturer for specific application.

3. Installation Requirements

- a) For Balcony Shutters, they must be attached to the masonry jambs of the sliding glass door and may not encompass the balcony.
- b) All Shutters must be fastened using stainless steel bolts.
- c) Power driven installation is not permitted, nor is power actuated expansion devices.
- d) All Shutter Installations must meet the Florida Building Code and have unexpired Miami-Dade County Product Control Approval with accompanying Notice of Acceptance (NOA).

C. Balcony Improvements

- 1. Neither Carpeting or Tile are prohibited on outside balcony.
- 2. If there is existing carpet or Tile and it is removed, it may not be replaced.
- 3. No penetrations of any kind will be permitted on the balcony floors, walls, or railings.
- 4. Balcony walls shall only be painted using materials that match the adjacent building exterior facade in color and finish.

D. Air Conditioners

1. General

- a) Replacement Air Conditioners shall have decibel ratings not to exceed the following ratings based on equipment size:

<u>Decibels</u>	<u>Ton Unit</u>
7.2	2
7.4	2.5
7.4	3
7.4	3.5
7.5	4
7.6	5

- b) Sound rating number shall be in accordance with Air Conditioning Refrigeration Institute Standard.

E. Floors

1. General

- a) All hard surface floor finishes require soundproofing that meets or exceeds the ratings referenced below.
- b) Samples of Compliant Proposed Soundproofing Materials must be remitted to the Management Office.
- c) Any proposed hard surface floor finish installations/replacements require both Association approval and a City of Miami Approved Permit.

2. Minimum Soundproofing Product Ratings
 - a) Sound Transmission Class (STC) – Rating of 60 or higher
 - b) Impact Insulation Class (IIC) – Rating of 50 or higher
 - c) Impact Noise Ration – Rating of 5 or higher

F. Partitions, Plumbing & Electrical

1. City permits and inspections are required for any removal of addition of non-bearing walls, alterations in plumbing or electrical systems.
2. Drawings of the proposed alterations must be turned in to the management office for approval.
3. For alterations of bearing walls, columns, or other structures, a study must be conducted by a structural engineer and remitted to the management office for approval.

IV. DELINQUENCY & COLLECTIONS

V. FEES

A. Party Room

To reserve the Party Room in either of the two buildings there is a \$100.00 non-refundable cleaning fee charge plus a \$500.00 (refundable security deposit charge), pending revision of the condition the room is left in.

B. BBQ

To reserve any of the BBQs, you must present a deposit of \$100, which will not be deposited if there is no damage to the common areas or if the area is left dirty.

C. Fob

The fee for the key fob is \$45

D. Transponder

The fee for the transponder is \$55

E. Laundry Card

The fee for a Laundry Card is \$20. Additionally, that laundry card must be loaded with cash at the machines in the laundry room.

F. Rental

The fee for the process of Rental is \$150 (background check), and a Tenant Security Deposit equivalent to one month of rent.

G. Purchase

The fee for the process of Purchase is \$150 (background check)

H. Additional Resident

The fee for the process of Additional Resident is \$150 (background check)

I. Condo Docs (Bylaws)

The fee for the Condo Docs request is \$100

J. Condo Questionnaire

The fee for the Condo Questionnaire request is \$150

K. Estoppel

1. The fees for the estoppel letter request, which are as follows:
 - a) \$299 Standard Estoppel Fee (processed within 10 business days)
 - b) +\$119 Rush Fee (will be processed within 3 business days)
 - c) +\$179 If Unit Is Delinquent

VI. FINES

VII. GENERAL

A. Children

No children under the age of 17 are permitted to occupy an apartment unless their parents or other adult is in residence at the same time. Children are not permitted to play in lobbies, stairwells, elevators or other public places nor shall they interfere in any way with the quiet and comfort of other OWNERS or guests.

B. Compliance & Applicability

These Rules and Regulations as amended from time to time, shall be binding upon all OWNERS, their family, friends, employees, guests, visitors, invitees and the OWNER shall be responsible for compliance with said Rules and Regulations by their family, friends, employees, guests, visitors, invitees and tenants.

C. Employees

OWNER shall not be permitted to give orders or direction to any employee of the Association or Management Agent. All requests for service shall be directed to the Manager. All business between Owners and the Condominium shall be transacted in the Management Office on Monday through Friday from 9:00 AM to 12:30 PM and 1:30 PM 4:00 PM, excluding Holidays except in cases of emergency.

VIII. MOVE-IN/OUT

No furniture moving will be permitted on Saturdays, Sundays or Holidays.

OWNER shall be liable for all damages occasioned by the moving of their furniture and property.

The Management Office will assign elevators for furniture moving on a first come first serve basis, which shall be restricted to 9:00 AM to 5:00 PM Monday through Friday.

IX. PACKAGES & DELIVERIES

Large Supplies, goods and packages of every kind shall be delivered through designated entrances provided for said purpose between the hours of 9:00 AM and 5:00 PM, Monday through Friday.

X. PARKING

A. General

All vehicles parked at Brickell Place must be registered at the Operations Office or must have a Yellow Visitor Pass displayed on the dashboard.

B. Parking Permits & Decals

All Parking Permits & Decals must be affixed by Association Personnel only and must match the respective vehicle registered with the Association.

All resident Owner vehicles must have the Green Owner Decal displayed on the windshield that corresponds to the respective vehicle registered with the Management Office.

All resident Tenant vehicles must have the Orange Tenant Decal displayed on the windshield that corresponds to the respective vehicle registered with the Management Office.

All resident visitors and contractors must have an unexpired parking permit issued by Security Personnel displayed on their vehicle dashboard at all times while parked on the property.

C. Resident Vehicle Registration

All Resident Vehicles must be registered with the Association by remitting the following supporting documentation:

- Driver's License
- Vehicle Registration
- Vehicle Insurance
- Current Lease Agreement (For Tenants Only)

D. Transponders

Vehicles Registered at Brickell Place, in addition to the decal, will be issued an Access Transponder. The transponder must be affixed to the vehicle's windshield by a BP Security Guard or employee. Transponders may not be removed from the windshield, and any attempt to do so will deactivate it and a new transponder will have to be purchased.

E. Vehicle Rentals

Residents with a long-term rental may request a decal and a Mobile Transponder at the Operations Office. Mobile Transponders are On Loan only, and must be returned at the end of the rent. A Transponder will be considered lost if not returned and the resident

will be charged in accordance with the respective fee detailed in the Fee Schedule Above.

F. Restrictions

1. Parking at Brickell Place is for residential use only. Any commercial use of the parking spots is prohibited, such as car dealers, cars on sale or for transfer, or any other commercial activity.
2. Commercial vehicles (contractor's vehicles, moving trucks, etc.) are not allowed overnight (after 5 pm).
3. All trailers must be registered at the Operations Office
4. All motorcycles must be registered at the Operations Office
5. No commercial signs are allowed on vehicles, including FOR SALE signs or writing. A sign may be allowed if covered while the vehicle is at Brickell Place.
6. Vehicles parked at Brickell Place must have registration/number plates.
7. No vehicles in disrepair, abandoned or leaking fluids are allowed to park at the property.
8. No offensive writing is allowed on vehicles, plates, etc.
9. No parking is allowed on the service street by the West side of the property.
10. No owner may park in visitor parking in order to allow their visitor to park in their owned or rented parking space.

G. Enforcement & Penalties

- Vehicles not complying with the above rules will be subject to fines and/or towing.
- If a Mobile Transponder is used by a vehicle not registered to that transponder the vehicle will be considered illegally parked at Brickell Place and will be towed.
- Vehicles illegally parked in Guest or Valet Spaces
- 1st offense: Will receive a warning notice on their windshield. The license number and description of the car will be recorded by Security.
- 2 offense: Will receive a final notice pasted on the car window. The License number and description of the car will be recorded by Security. A copy of the final notice will be placed under the resident's door (if the resident can be identified.)
- 3rd offense: The car will be towed from the premises without further notice. (Offenses are counted as daily occurrences during a one-year period.)
- Vehicles parked illegally in another resident's space will be towed away without notice, should the authorized user of the parking space sign the towing order. Otherwise, the vehicle will be subject to the process outlined above for Vehicles illegally parked in Guest or Valet Spaces.
- Vehicles parked illegally in unauthorized area such as walkways, driveways or in any area not designated as a parking space, will be towed away without notice.
- Vehicles parked illegally in Condominium Association spaces (other than visitor or valet) will have their vehicles towed, without notice.

XI. PETS

A. Pets

No Owner, Tenant or their Guests pets are allowed on the property or units at any time.

B. Emotional Support/Service Animals

1. Background

Under the Federal and State Fair Housing Acts, an Owner, Tenant or Guest who is disabled/handicapped may request reasonable accommodation(s) to the Association's rules, regulations, restrictions, policies, practices, or services when such accommodation(s) may be necessary because of his/her disability/handicap.

2. Objective

To establish policies and procedures for meeting the requirements of applicable state and federal law relating to disabled or handicapped individuals as they pertain to Service/Support Animals in units and the common areas in the community. The Association's governing documents prohibit pets.

3. Policy

- a) To make reasonable accommodations for disabled or handicapped Owners, Tenants and Guests, in accordance with applicable state and federal fair housing laws, to Section XI, 1. "Pets" of the Association Rules & Regulations, which prohibits Owners, Tenants and Guests from maintaining pets.
- b) The full Policies, Procedures and Restrictions regarding Accommodation Requests, Procedure for Reviewing a Request for Reasonable Accommodation, Guidelines as to when medical documentation is required and what type of medical documentation is required, Maintaining an Emotional Support/Service Animal, and Summary of Rules, Regulations, and Restrictions Regarding Emotional Support/Service Animals in and around the Condominium Property, can be found in the "**Policies and Procedures for Disabled/Handicapped Owner, Tenant or Guest to Request a Reasonable Accommodation**" Packet, available on the Building Link Website and upon request from the Management Office.
- c) It is the Owners' responsibility to ensure that Owner(s), Tenant(s), and Guest(s), advise anyone who may require a reasonable accommodation to comply with the guidelines herein, prior to bringing an emotional support animal on the property, and to provide the Association with sufficient time to conduct a meaningful review of the request.
- d) Notwithstanding the foregoing, all Owners, Tenants and Guest must comply with all requirements, rules, regulations and restrictions contained herein at all times.

4. Requests For Accommodation

- a) A disabled/handicapped Owner, Tenant or Guest must notify the Association in writing of the request for a reasonable accommodation to allow a service and/or support animal in this condominium property and the common areas of the condominium property and provide adequate documentation supporting the request in compliance with the Florida ("state") and federal Fair Housing Acts and any other applicable state and federal laws.

- b) Any applicant submitting a Request For Accommodation must also sign, comply with and remit to the Management Office the “**Policies and Procedures for Disabled/Handicapped Owner, Tenant or Guest to Request a Reasonable Accommodation**” Packet, which is available via the Building Link Website or upon request from the Management Office.
- c) If the request for a reasonable accommodation is approved, any condition(s) of approval will be provided in writing. If disapproved, the reason for disapproval will be provided in writing.

5. Rules, Regulations & Restrictions

- a) The animal must be walked on a non-retractable leash providing no more than six (6) feet of slack.
- b) The animal may not be tied or tethered to any object outside.
- c) The animal may not be left unattended in a balcony.
- d) The animal may not be left unattended inside a Unit for more than twelve (12) hours.
- e) The handler of the animal must immediately pick up and dispose of all animal waste and excrement. The animal’s handler is responsible for supplying his/her own waste removal bags.
- f) Animals are prohibited from entering the swimming pool
- g) In the pool area, the animal must be held or remain on the ground under or next to the applicant and under applicant’s control at all times.
- h) Animals are prohibited from urinating and/or defecating in the common elements regardless of whether the area is a lawn, landscaped patch, or other outdoor space, unless it has been designated by management as an area for such purposes.
- i) Should an animal defecate or urinate in an unauthorized area of the condominium property, the animal’s handler must immediately and thoroughly clean the affected area or otherwise promptly report the matter to Management.
- j) The applicant is required to provide updated medical information concerning his/her disability/handicap (if the disability/handicap is not permanent); current and annual vaccination, immunization and veterinarian records for the animal; and to maintain all required Miami-Dade County animal tag(s)/license(s).
- k) The animal may not roam or wander the common areas of the condominium property.
- l) Pet grooming services and activities are strictly prohibited in the common elements of the condominium property—this restriction extends to mobile dog grooming vehicles parked in the parking lot of the condominium property.
- m) Dog walkers must be registered with the Association and may not enter the property with other dogs nor walk more than one dog at a time.
- n) Animals shall be subject to rules and regulations restricting noise inside units.

- o) Animals must be in compliance with all City of Miami and Miami-Dade County ordinances relating to pets.
- p) Animals who have demonstrated aggressive and/or vicious tendencies must wear a muzzle in the common areas, unless the service dog's fitness for amelioration of a particular disability requires that a muzzle not installed on the animal in which case a short leash of no more than 3 feet in length shall be required at all times—the foregoing exception applies to service animals ONLY.
- q) Failure to comply with any of these requirements is grounds to withdraw the approval of the animal. The applicant is solely responsible for any and all damage caused by the animal, whether to person or property.
- r) A violation of any of these reasonable restrictions is also grounds for immediate revocation of any approval requiring the immediate and permanent removal of the animal.
- s) If a support or service animal passes away or is no longer able to perform its intended function(s), the applicant is permitted to replace the animal provided the applicant remains disabled.
- t) All replacement animals must comply with the reasonable rule, regulation, and restrictions contained herein.

XII. SAFETY

OWNERS shall close and lock all windows and doors when leaving their apartments.

When leaving for 2 weeks or longer, turn off water and power to the apartment and remove all items from the balcony.

XIII. SECURITY

All bottom stairwell exterior doors shall be kept locked to the outside at all times. Any suspicious person or incident shall be immediately reported to the Security Department or the Manager.

XIV. STORAGE

OWNER shall store his property in his storage locker, so designated for his apartment. No article stored in said locker shall be of a fire hazard. Property stored therein is at the sole risk of the respective OWNER. No storage of any kind is permitted in driveways, parking spaces, hallways, stairwell, elevators, balconies or other public spaces.

XV. TRASH & WASTE DISPOSAL

Refuse (including bottles and cans) shall be tightly wrapped and fastened in plastic bags before depositing in disposal chutes and shall be of a size to fall freely down the chute. Trash chutes may be used only between 9:00 AM and 10:00 PM. Lighted cigarette butts or ashes are not to be deposited in the trash chute.

XVI. UNIT ACCESS, DOORS, LOCKS, KEYS, & FOBs

One card or device shall be issued to each adult registered as residing in the apartment (adult = anyone 16 years of age or over). Entry cards or devices are \$45.00 each and there are no refunds.

No card or fob shall be issued to anyone who does not personally sign for it.

Cards or fobs are not transferable and residents are prohibited from lending them to non-residents such as invitees, caretakers, contractors, etc.

XVII. UNIT USE & RESTRICTIONS

A. Balconies & Exteriors

Mops, cloths, brooms, rugs, clothing, towels and vacuum cleaning bags shall not be dusted, shaken or hung from windows, balconies, and terraces, in hallways, stairwells or any garbage chutes.

Flowerpots, boxes and other appurtenances shall not be kept or suspended on windows, balcony railings or outside doors.

No water to be thrown from balconies.

No antenna shall be installed outside of apartments excepting the master T.V. antenna maintained by the Association. No one is permitted to alter, relocate, cut or in any way interfere with the cable T.V. wiring running through each apartment. Contact the Manager's Office if cable must be moved in any manner.

Satellite Dishes – Installation permitted only upon prior written approval by the Association in writing, installed by a certified technician, within or upon the area designated as a limited common element except on railing or ledges and with a maximum Satellite/Antenna size not to exceed 18”.

No awnings, enclosures, shutters, shielding or other projections shall be attached to the outside walls of the building, balconies or terraces, unless specifically approved in writing by the Association Board of Directors.

The exterior appearance of the walls, balconies and terraces may not be altered or changed in any manner whatsoever.

B. Cleanliness & Unsanitary Conditions

Each OWNER and the occupants of a unit shall maintain or cause to be maintained, in good condition and repair, his unit and all of his fixtures therein and promptly pay all such utilities as are separately metered.

C. Doors, Locks & Keys

Every resident must leave a set of apartment keys with the Management Office. Those keys are required for routine preventative maintenance and emergency entry only.

No OWNER shall alter his apartment entrance door lock or install a new or additional lock, unless appropriate keys are delivered to the Management Office.

Entrance doors to apartments cannot be changed, painted or altered in any manner.

D. Noise

Each OWNER of a Condominium Parcel (hereinafter referred to as "OWNER") shall regulate and be responsible for the occupancy and use of his parcel so as not to unreasonably disturb other owners and residents and the general operation of the Condominium Property.

No OWNER shall allow any disturbing noises in the building nor interfere with the rights, comforts or conveniences of other owners or residents.

No OWNER shall permit to be played upon any musical instrument or operate, or suffer to be operated, a phonograph, television, radio or hi-fi stereo equipment in the OWNER'S apartment unit between the hours of 11:00 PM and 9:00 AM, if same shall disturb and annoy other owners or residents of the building. OWNER will use all reasonable effort to minimize noise or noises emanating from his apartment.

E. Signs, Flags & Advertisements

No signs, advertisements or notices shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the premises of the building by any OWNER, except in the commercial units as approved by the Association.

F.

XVIII. UNIT RESALES, TRANSFERS AND RENTALS

A. Owner Contact Information

Management will maintain a roster of all OWNERS, their addresses outside the State of Florida, if any, and telephone numbers.

B. Minimum & Maximum Rental Period

An apartment must be rented for a minimum of six months, and only once in a twelve-month period.

C. Short Term Rentals

Short term rentals through AirBnB style 3rd parties are strictly prohibited.

D. Requirements to apply for and receive Rental approval.

1. Rental Application.
2. Copy of the Lease.
3. Copy of ID.
4. Copy of Passport.
5. Two personal recommendation letters (for example, from your employer, landlord, or individuals who can vouch for your trustworthiness).
6. Bank reference.

7. \$150 processing fee per person (background check).
8. Tenant security deposit equivalent to one month's rent.
9. Upon receiving approval, you must coordinate with the Management Office for the move-in process, obtaining the transponder and fob.

E. Requirements to apply for and receive Purchase approval.

1. Purchase Application.
2. Copy of the Sales Contract.
3. Copy of ID.
4. Copy of Passport.
5. Two personal recommendation letters (for example, from your employer, landlord, or individuals who can vouch for your trustworthiness).
6. Bank reference.
7. \$150 processing fee per person (background check).
8. Request for Estoppel Letter.
9. Request for Condo Questionnaire.
10. Request for Condo Docs (bylaws).
11. Once the purchase/sale is closed, a copy of the Closing Statement and the Warranted Deed are required.
12. Upon receiving approval, you must coordinate with the Management Office for the move-in process, obtaining the transponder and fob.

XIX. VISITORS & INVITEES

Each OWNER shall register with the Manager's Office, in writing, in advance of the intended arrival of any guest that shall be permitted to use the OWNER'S apartment, together with the guest's name, address and automobile license tag number, if any.