

RULES AND REGULATIONS GOVERNING THE USE OF ALL PROPERTY WITHIN BYRON GARDENS CONDOMINIUM, INC.

It is important that all the residents review our Rules & Regulations. These are the “common sense” rules of behavior that promote harmony within the community. We ask that all residents make a genuine effort to respect their neighbors’ privacy and right to enjoyment.

Many of our rules are directed toward personal safety, a healthy environment, and protection of the common areas as well as protection individual units. We also call your attention the regulations for making improvements, deliveries, moving in and out of the building, and the lease or sale of Units.

1. In order that all Owner/Tenants may enjoy their property, no Owner/Tenant shall make or permit any disturbing noises in the Building by him/herself, his/her family, servants, employees, agents, visitors or licensees, nor permit anything to be done by such persons that will interfere with rights, comforts, or convenience of other Residents.
2. **SAFETY OF RESIDENTS:** In order to maintain and enhance the beauty of the building and insure the safety of its residents, the sidewalk, entrance, passages, elevators, vestibules, stairways, halls and all other common elements must not be obstructed or encumbered or used for any purpose other than egress to and from the premise. Carts, carriages, chairs, tables, plants, umbrella stands, door mats, bicycles or any other object shall not be kept in these areas.

Fire exits shall not be obstructed in any manner. Stairwell fire exit doors shall be kept closed at all times.

3. **MAINTENANCE:** Payment of monthly maintenance fees shall be mailed to the office management company, to be received monthly, by the 1st of each month. Payments of special assessments are due on the first day following notice of the special assessment. If any payments are ten (10) or more days late, a late charge of \$25.00 will be placed on that unit.
4. **MOVING IN OR OUT OF BUILDING:** Shall be limited to Monday through Friday, between the hours of 8:00 a.m. to 6:00 p.m. Saturday Hours 10 a.m. to 4 p.m.. No Sundays. Advanced arrangements shall be made with the association before moving furniture, bulky or heavy personal belongings in and out of the building. This policy will be strictly enforced. A refundable \$250 deposit is required for Unit Owners and Tenants alike for each move in or out. The elevator must be padded and movers must use the South elevator only (Elevator 1). The maintenance person will inspect the area before and after the move is completed. Any damage caused by the move will be deducted from the deposit and the balance returned to the Unit Owner/Tenant.

If the Unit Owner/Tenant does not comply with the Rules for Moving in or out of the building will be fined \$250. The deposit will not be refunded.

All rentals will be subject to a \$250.00 deposit that will be held in escrow until the Tenant moves out.

5. **ACCESS TO BUILDING:** Owners/Tenants shall not give keys to the building lobby doors or to their condominium unit to anyone other than those listed with the Office. Owners/Tenants must not allow access to the Building to any unidentified persons or strangers. Visitors of any Owner/Tenant are to gain access to the Building by personal contact with Owner/Tenant through use of the intercom system.
6. **EMERGENCY SITUATIONS:** In order that necessary steps may be taken in an emergency situation, the Board of Directors MUST retain a copy of keys to all units. No Unit Owner/Tenant shall alter any lock or install a new lock without informing the Board of Directors. Where such action is taken, the Unit Owner/Tenant must provide the Board of Directors with a copy of the new key, or digital code for the lock. In the event that a Unit Owner/Tenant does not provide a copy of a key/digital code, the Board of Directors shall retain the right, in an emergency, to enter the Unit by the most expeditious means. Cost of any repairs in this event must be paid by the Owner/Tenant.

The cost for a replacement key to the building lobby will be \$50.00 each.

7. **PETS:** Article X of the Declaration of Condominium provides that no pets or other animals shall be kept in the Building. This rule also applies to visitors who wish to bring their pets to the Building.
8. **LAUNDRY ROOMS:** Hours are 7 a.m. to 10 p.m. daily. Remove lint and dirt from washers and dryers after each use. Laundry room doors are to be kept closed and the lights off when the rooms are not in use. Proper attire must be worn when going in and out of the laundry rooms.
9. To provide a healthy environment, no garbage cans or bags, supplies, bottles or other articles shall be placed in the halls, on the balconies, on the stairway landings, garbage chute or laundry rooms. Linens, clothing, curtains, rugs, mops or laundry of any kind, or other articles shall not be shaken or hung from any of the landings, windows, doors or balconies, or exposed on any part of the common elements.
10. **RECYCLING:** The bin is located in Garbage Room on the South West corner of the Building. One single bin is to be used for cardboard and plastic goods. Cardboard should be folded so as to take as little space as possible. NO CERAMIC, LIGHT BULBS OR WINDOW GLASS.
NO DOMESTIC GARBAGE, PACKING MATERIAL, BUBBLE WRAP CAN BE PLACED IN THE RECYCLING BIN.
11. **GARBAGE & TRASH:** To eliminate odors and vermin, all garbage must be placed in securely tied plastic bags before being placed in garbage chutes deposited with the bulk refuse in the Garbage Room. Refuse must pass easily through the chutes. The Garbage Room is located on the South West corner of the Building for larger refuse as boxes, cartons, hangers, wood, pizza boxes, oversized boxes, bags, glass, newspapers, comforters or sheets are not to be placed in garbage chutes as they will cause blockage. A recycling bin is available in the Garbage Room for cardboard and plastic items. Do not leave large items in this area.

12. To maintain the cleanliness and appearance of the Building and grounds, no Owner/Tenant shall allow anything to be seen on balconies, corridors or doors of the premise (excluding holiday decorations). No owner/Tenant shall sweep or throw from the premise any dirt, cigarettes, water or any other substance into any of the corridors, halls, elevators, ventilators, out of balconies or elsewhere in the Building or upon the grounds. Apartment doors must be kept closed.
13. **GROCERY CARTS:** Must be returned as soon as emptied to the area outside the service elevator on the ground level.
14. **SIGNAGE:** No signs, advertisement or notices shall be exhibited, displayed, inscribed, painted or affixed to any part of the Condominium property, including doors to Units, by rental agents, including cards or pizza or such solicitations.
15. **STORM SHUTTERS:** No awning, canopy or storm shutters or other projection shall be attached or placed upon the outside walls or roof of the Building without the written consent of the Board of Directors. All new shutters installed MUST meet the Miami Date County code compliance. Shutters must be accordion style, beige or white in color. An architectural request form must be submitted and the Board of Director must obtain a copy of the project's building permit from the City of Miami Beach.
16. **STORAGE:** The personal property of all Owner/Tenant shall be stored within their Unit, or in an assigned storage area. No flammable, combustible, explosive fluids or materials, or chemical substances shall be kept in any Unit or storage area except as required for normal household use (such as paint cans).
17. **CABLE/AERIAL DISHES:** No television installation may be permitted in a Unit which interferes with the television or audio reception of another Unit. Consent must first be given by the Board of Directors before any cable/aerial/dish can be erected or installed on exterior walls of the Building. Such device may be removed without notice at the cost of the Unit Owner/Tenant installing same. Aerial dishes can only be installed on the Unit Owners balcony area.
18. **COOKING OUTSIDE OF UNITS:** No cooking shall be permitted on any Unit terrace or balcony, or any portion of the Condominium property.
19. **COMMUNITY ROOM:** The room is also available for dining and private parties. A \$150.00 deposit is required. Deposit will be returned if no damage is found in the room after use. The unit owners requesting the use of the room are held responsible for all clean-up of the area in use. Reservations must be made one (1) week in advance in writing through the Board of Directors. All tableware must be unbreakable. Paper or plastic plates, cups and saucers must be used. No glassware of any kind may be used. All refuse from clean-up must be deposited in the containers in the Garbage Room.
20. **POOL AREA:** All persons using the pool do so at their own risk. All children under the age of 14 years old must be accompanied by an adult. Everyone in swimming attire must wear must use a cover-up and footwear: when using the lobby, elevators, in the mail room or in meeting rooms. Large towels must be used to cover lounges and deck chair when in swimsuits. Please USE THE OUTDOOR SHOWER to remove suntan oil or cream before entering the pool. In order that the pool area maintain an orderly

appearance, please return lounges and deck chairs to their original positioning close umbrellas before leaving. Do not use radios, boom boxes, CD players or musical instruments such a manner as to disturb others. (EAR PHONES ARE ALLOWED). The use of inflatable rafts or other objects are not permitted in the pool. Infants in diapers or who are not toilet trained are not allowed in the pool without rubber SWIMMER's pants. Drinking is allowed in the pool area only when unbreakable containers are used. No food is allowed.

Pool hours are 8:00 a.m. to 10:00 p.m. The number of visitors and guests invited by a Unit Owner/Tenant at anyone time to use the Pool area shall be limited to five (5) persons by Unit. Those visitors and guests should be directed to observe these rules.

21. **POOL SHOWERS:** The pool shower rooms and sauna baths are intended for the use of Unit Owners?tenants and/or their guests.
22. **PARKING:** Vehicles must be parked in assigned spaces. No vehicles is to park in any space available without permission. Additional automobiles may not be parked on Condominium property unless an owner who does not own an automobile has entered into an agreement with an Owner/Tenant who wishes an additional space. A copy of the agreement shall be kept on file with the Association. Parking spaces are solely for automobiles. Boats, trailers and trucks are not permitted in the parking aerator any other portion of the condominium property. No commercial vehicle of six or more wheels is allowed to park on the property. No mechanical work is allowed on the property. Washing cars is not permitted in a parking space. Unattended vehicles may not be left by the entryways for any length of time.
23. **TOWING CARS:** It is the responsibility of an individual Unit Owner/Tenant to call a towing company of their choice if they find unauthorized cars parking in their assigned spaces. No vehicle which cannot operate on its own power shall remain on the condominium premises for more than forty-eight (48) hours. No unlicensed vehicle shall be parked on the condominium property. No repairs of vehicles shall be made on condominium grounds.
24. **CAR WASHING:** Car may be washed in the rear of the rear of the South lot only. Car washes should not exceed two (2) washes per month per Unit Owner/Tenant.
25. **ACCESS TO ROOF:** For safety reasons, access to and use of the roof is prohibited to Unit Owner, repairmen, TV installers and other workmen unless accompanied by a member of the Board of Directors. The Board of Directors or Management Company must be notified forty-eight (48) hours in advance and all workmen must provide license and insurance prior to accessing the roof.
26. **PEST CONTROL:** Absent Owners/Tenants must arrange to allow monthly visits by pest control personnel (exterminators) into their units.
27. **PLUMBING:** Do not flush paper towels, napkins, pads or hand-wipes down the toilets as they can cause them to clog and overflow, damaging your own and other Units. Unit Owner are required to hire their own plumber.
28. **APPLIANCES & FURNITURE DELIVERIES:** The association must be notified when any residents expecting a delivery of any large items. All packaging must be removed and disposed of by the delivery companies. Appliances or furniture must not be left in the

stairwells - this is a code violation.

- 29. UNIT IMPROVEMENTS:** Painting, carpentry, flooring, tiling, plumbing and electrical work. If you have hired anyone to do the preceding work, an architectural request form must be submitted and the association must be notified when the work will take place, and proper permits must be obtained. A copy must be provided to the Association. All common areas affected must be cleaned daily. If not, the Unit Owner will be fined \$100.00 for clean-up. If a City inspector visits the Building and the Unit Owner has not obtained the proper permits, the work will be closed down until the proper permits are obtained. Any fines will be the responsibility of the Unit Owner.
- 30. EXTENDED ABSENCE FROM THE BUILDING:** In order to protect and insure the safety of the Condominium property, any Owner/Tenant who plans to be absent from his/her Unit for a period in excess of one month, especially during hurricane season (June 1-November 1), must prepare the Unit prior to his or her departure. Suggestions when leaving your Condominium Unit for extended periods:
1. Removing all furniture, plants and other objects from the balcony.
 2. Designating a responsible firm or individual to care for the Unit, and furnishing the Board of Directors with the name(s) of such individual.
 3. Remove perishable food from refrigerator.
 4. Do not shut off refrigerator.
 5. Set AC thermostat at 78 degrees.
 6. Close and lock all doors and windows.
 7. Lower shades, but allow some light.
 8. Unplug televisions, lamps and computers.
 9. Notify the Board of Directors of departure and return dates and where you can be reached. Be sure a copy of Unit keys are with the Association, or who has access to them.
- 31. RESIDENTIAL USE OF UNITS:** Each Unit is restricted to residential use by the Unit Owner, their immediate family, tenants, guests and invitees. No owner shall use his Unit, or permit the same to be used for transient, hotel or commercial purposes.
- 32. OCCUPANCY OF UNITS:** One-bedroom units may not be occupied by more than two (2) residents. Two-bedroom units may not be occupied by more than four (4) residents.
- The regulations approved by the Board of Directors define a Guest as a person occupying a part of a Unit together with the Unit Owner and an Invitee or Visitor as a person visiting a Unit Owner while he/she occupies his/her Unit.
- 33. GUESTS:** No Unit Owner/Tenant shall be permitted occupancy of more than two houseguests at anyone time, unless permission first obtained from the Board of Directors. Therefore, the limit of total occupants of a Unit at anyone time is as follows: One-bedroom units - four persons total, including residents and guests. Two-Bedroom units - six persons total, including residents and guests. Unit Owner shall notify the board of Directors in writing of the number of houseguests expected to OCCUPY the Unit with them, and the period of time of such occupancy.
- 34. SALE OF UNITS / RENTAL OF UNITS:** Units can be sold or leased only when written notice is given by the Unit Owner to the Board of Directors.

(See amendment to Article X of the Declaration of Condominium regarding the Association's right of first refusal). Owners and real estate agents are not permitted to post "Open House" or other signs and place Lock Boxes in any part of the property. Unit Owners are permitted to lease their Unit only after fifteen (15) months of ownership. In the case of a transfer of ownership of a Unit under lease (subject to conditions of this paragraph), the new Unit Owner can continue with such lease only to finish the current lease term of not more than one (1) year. When that term ends, if the Unit Owner wishes to lease his/her Unit, he/she must meet all the requirements as any other Unit Owner who are not exempted.

In the event of a Unit Owner leasing their Unit, the Tenants are under the same obligations as the Unit Owner to abide by these Rules and Regulations. If a lessee fails to comply with the Rules and Regulations, the Unit Owner will be placed on notice of such failure and the Board of Directors will proceed to have Unit Owner lose their Homestead exemption for said Unit.

All Tenants will be required to sign an Amendment to the Lease that their Unit Owners has presented to them. This Amendment will protect Byron Gardens Condominium Association should the Unit Owner be in default in the payment of the assessments for more than thirty (30) days.

- 35.** Employees or independent contractors of the Association take their direction from the Board of Directors or such person designated by the board of Directors to act for on their behalf. Employees or independent contractors are not to be sent away from the Building and condominium property by any Unit Owner/Tenant at any time for any purpose while the Association employee or independent contractor are on duty during their scheduled working hours. All service requests should be made in writing to the Association.

After working hours, employees or independent contractors of the Association are free to take on private work for whomever they desire at their own risk and not as an Association employee or independent contractor, and without the benefit of employment insurance or compensation insurance afforded by the Association.

Please inform your employee and visitors of these Rules and Regulations.

- 36.** Article X of the Declaration of Condominium contains provisions in the nature of Rules and Regulations for the benefit of the Unit Owners and Tenants. Said provisions are incorporated herein by reference.

The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These Rules and Regulations shall be binding as all Rules and Regulations previously adopted.

If you have any comments, complaints or suggestions, please put them in writing and submit them to our management company, care of the Board of Directors.

BE A GOOD NEIGHBOR AND FOLLOW ALL THE ABOVE RULES AND REGULATIONS
Thank you for your cooperation.

The Board of Directors
Rev 01.01.2016

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Initials: Date: