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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

**CERTIFICATE OF FILING OF AMENDED RULES AND REGULATIONS OF
THE TOWERS OF KEY BISCAZYNE, INC.**

THIS CERTIFICATE OF FILING OF AMENDED RULES AND REGULATIONS is executed this 10th day of November, 2011 by THE TOWERS OF KEY BISCAZYNE, INC., a Florida corporation non-for-profit (hereinafter referred to as the "Association").

RECITALS

A. The Association has been established for the operation of The Towers of Key Biscayne Condominium, in accordance with the Declaration of Condominium and related documents which were recorded August 16, 1972, in Official Records Book 7850, Page 375, of the Public Records of Miami-Dade County, Florida, and as subsequently amended (the "Declaration").

B. Pursuant to Section 6.1 of the Association's By-Laws, the Board of Directors has the power to adopt rules and regulations and to amend them from time to time.

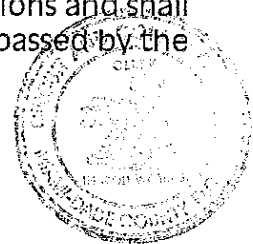
C. Pursuant to Section 718.112(l)(c), Florida Statutes, all unit owners were properly notified of a duly noticed meeting of the Board of Directors held on the 4th day of October, 2011 for the purpose of adopting amended Rules and Regulations.

D. All of the Directors were present at the duly noticed meeting held on October 4, 2011, and unanimously voted to adopt the amended Rules and Regulations attached hereto as Exhibit "A".

NOW THEREFORE, the Association does hereby state as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.

2. The amended Rules and Regulations adopted by the Board of Directors on October 4, 2011 attached hereto as Exhibit "A" shall supersede and replace all prior Rules and Regulations, including, but not limited to, the Initial Rules and Regulations and shall remain in full force and effect subject to any amendments which may be passed by the Board of Directors from time to time.



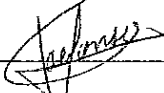
IN WITNESS WHEREOF, the undersigned have executed this Certificate this 10th day of November, 2011.

Signed in the presence of:


THE TOWERS OF KEY BISCAVNE, INC.



Print Name: Laura Garcia



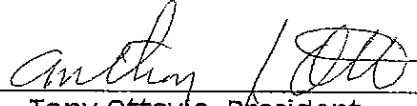
Print Name: Jorge Alfonso

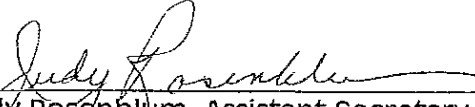


Print Name: Yanique Dominguez



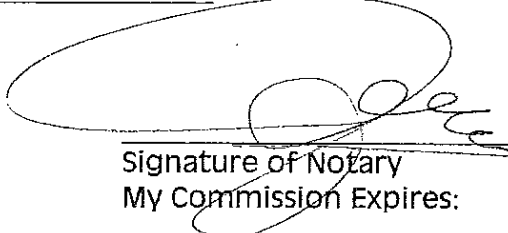
Print Name: Juan C. Fernandez

By: 
_____ Tony Ottavio, President

By: 
_____ Judy Rosenblum, Assistant Secretary

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

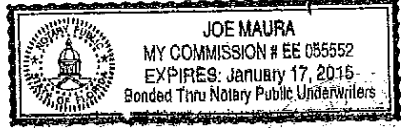
The foregoing instrument was acknowledged before me this 10th day of November, 2011 by Tony Ottavio as President and Judy Rosenblum, as Assistant Secretary, respectively of THE TOWERS OF KEY BISCAVNE, INC., a Florida not for profit corporation, on behalf of the corporation. They (who are personally known to me)/(who have produced _____ as identification) and (did)/(did not) take an oath.

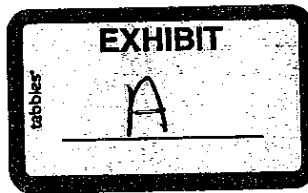


Signature of Notary
My Commission Expires:

PREPARED BY:
Ivette Machado, Esquire
SIEGFRIED, RIVERA, LERNER,
DE LA TORRE & SOBEL, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, FL 33134

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THE TOWERS OF KEY BISCAYNE, INC.

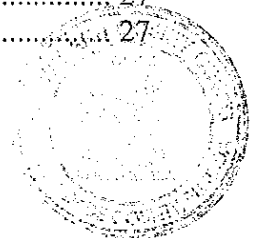
CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

*As Reviewed by the Board of Directors
October 4th, 2011*

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**THE TOWERS OF KEY BISCAWAYNE, INC.
CONDOMINIUM ASSOCIATION**

Condominium living is a new lifestyle. Each resident is entitled to privacy and to the enjoyment of his unit, outside areas and common facilities. By respecting each other's rights and property and cooperating amongst us, we will be doing our part to assure a harmonious and pleasant atmosphere for everyone.

The Association's primary goal is to preserve the character of The Towers of Key Biscayne (The Towers) as a luxury, well-maintained residential community and to protect the value of our property. Therefore, certain standards for individual behavior are necessary and required of all residents, and for that we have adopted the following "Rules and Regulations" as to the Condominium Property, the Common Areas, the Limited Common Elements, the Condominium Units and the Condominium in general.

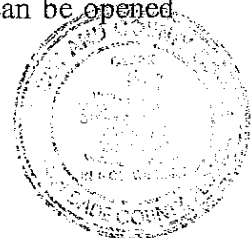
These "Rules and Regulations" shall be deemed in effect until amended by the Board of Directors and shall be binding upon all unit owners, as well as all other residents and occupants of units in the Condominium, who shall at all times comply with said "Rules and Regulations", and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, domestic help, lessees, and persons whom they control and supervise. Further, these "Rules and Regulations" shall supersede any previously adopted rules and regulations, without regard to whether such rules and regulations were recorded.

Violations of said "Rules and Regulations" may subject the violator to all remedies available to the Condominium Association and other unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and all applicable laws. Violations may be remedied by the Condominium Association by injunction or other legal means, and the Association shall be entitled to recover all court costs of such proceedings together with reasonable attorney's fees.

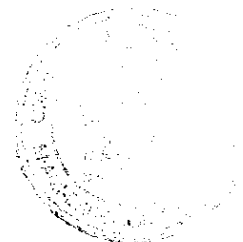
The Directors of the Association reserve the right to change or revoke existing rules and regulations and make such additional rules and regulations, from time to time, as in their opinion shall be necessary or desirable for the safety and protection of the property and its occupants, for the promotion of cleanliness and good order of the property, and to ensure the comfort and convenience of all residents of the Condominium.

I. GENERAL

1. Residents shall respect other residents' right to privacy and quiet enjoyment of their units. Residents shall not conduct activities that will interfere with the rights, comforts, or conveniences of other residents. No loud noises from within units or balconies are permitted.
2. The sidewalks, entrances, passages, vestibules, stairways, elevator landings, corridors, halls, and like portions of the common areas, shall not be obstructed or used for any purpose other than ingress and egress to and from the premises, nor shall carts, carriages, chairs, tables or any other objects be stored or left therein attached to the walls in any common areas with the exception of the hallway leading to the Ocean Room.
3. Hallways shall not be used to store, size or cut any material or object of any kind when tradesmen or workers or any craft are performing work in a unit; all work shall be accomplished within the unit or at a designated site in the garage, followed by thorough cleanup. Hallways are to be left clean when construction in the unit is finished for the day. All construction work is to end at 4.30 P.M. Contractor / Construction is not allowed on weekends, National Holidays or during the holiday period (starting on last day of school for the Miami-Dade County Public Schools through New Year's Day).
4. No person shall be allowed to post, display or advertise signs, advertisements, notices or other letterings in any manner unless approved by the Management and or the Board. Bulletin Boards are reserved for official Association notices. One Bulletin Board in each Mail Room is available for personal, non-commercial notices approved and posted by Management. Non-Association notices may not be posted for more than three days. Non-Association notices which remain posted for more than three days may be removed by Management. Solicitation is not permitted.
5. Unit owners shall furnish to the Administration Office a duplicate key to the main door to the owner's unit. These keys shall be kept in a locked cabinet in the Administration Office, and a limited number of designated employees on duty shall have access to this cabinet. These duplicate keys shall be used only in emergencies, or to make essential maintenance or repairs of common elements to prevent damage to other units. Security personnel shall be allowed to unlock the door to a unit only after following established security procedures. They shall not be used to admit relatives, guests, employees or tradesmen unless authorized by the unit owner in writing, the authorization is on file at the Administration Office, and key provided by resident for such purpose. The storage rooms can be opened with the common area key.



6. No person under 18 years of age shall be permitted to reside in a unit unless his/her parent(s) or guardian or adult family member is in residence at the same time.
7. Occupants shall not tamper with the air conditioning vents in the common areas and foyers, or with fire safety equipment including smoke detectors and fire alarm speakers and sprinklers.
8. Sound producing instruments (radio, T.V., stereo set, piano, guitar, etc.) shall not be operated above conversational level or create a nuisance which may disturb a neighboring unit or those using near-by common areas. The use of earphones in common areas is highly encouraged.
9. Smoking is not permitted in the common elements.
10. Outdoor cooking is not permitted on balconies, patios, lanais or anywhere else, except in the Barbecue Area.
11. No resident shall make, permit or cause noxious fumes in the building or in the garage area.
12. Registered mail addressed to any occupant will not be accepted by any Towers employee unless addressee has given prior written permission.
13. Packages delivered by couriers, "UPS" style services, trucks, etc. will be directed to the Receiving Area.
14. Employees of the Association have specific duties assigned to them; they are not to be sent out of the building by residents for personal errands nor used for residents' personal projects during the employee's work hours.
15. Storage & A/C unit closets -- No flammable items allowed. If found, lock will be cut and items will be removed without the owners consent. A/C closets are NOT to be used as storage.



II. EXTERIOR APPEARANCE OF BUILDINGS

1. Alterations or additions to the balcony, patio or lanai areas, including painting, wall hangings, light fixtures, screening, awning or any other type of enclosure shall not be permitted.
2. No objects shall be placed on balconies, patios or lanais so as to create a risk should the object fall from the balcony, patio or lanai, nor shall anything be thrown from the balcony, patio or lanai.
3. No rugs, clothing, towels, bathing suits, or other objects such as laundry, beach mats, mops, etc. shall be hung, shaken, dusted, or cleaned by beating from the balconies, patios or lanais, nor in the hallways or any exterior part of the building.
4. Watering of plants and the sweeping or mopping of balconies, patios, or lanais, shall be done in a manner which shall not interfere with other persons residing in any other unit. No dust is to be swept or mopped from the balconies. Water is not to be dripped to balconies below the units.
5. Nothing other than balcony type furniture, chairs, lounges, tables and small plants under 50 lbs. shall be kept on balconies, patios or lanais. Umbrellas or sunshades are Not allowed on balconies. All plants shall be placed in waterproof containers and water shall not be allowed to drip off.
6. Barbecue grills, bicycles, tricycles or large toys are not allowed on balconies, patios and lanais.
7. Balconies, patios and lanais shall not be used for storage.
8. Units left unoccupied for any extended period of time during hurricane season must have storm shutters closed and all furniture removed from the balcony. If this is not done the shutters will be closed and furniture removed by management in the event of a tropical storm warning or hurricane warning in Miami-Dade County. The unit owner will be charged a service fee determined by the Board of Directors.

III. ARCHITECTURAL CONTROL

1. No structural alterations may be made to any unit without the prior approval of the Management Office.
2. An Architectural Control Form must be completed by the owner and presented to the Management Office accompanied by a damage deposit previously determined by the Board of Directors. (The form can be obtained at the Office, as well as written instructions for obtaining authorization for any work being done in the unit.)
3. After all documentation has been submitted and approved, the Manager will authorize unit owner and contractor to commence working. Management will maintain records of insulation installed as specified by Towers of Key Biscayne.
4. Once Management is advised by the unit owner as to when work will commence, Management will notify the Front Gate security guard. Chief of Security shall inspect the work at different phases of the project and verify that work being done is within the parameters submitted to Management in the Architectural Control Form.
5. No work shall be allowed to commence until all documents necessary for approval have been received at the Management Office.
6. For installation and operation of clothes dryers please refer to the amendment to the By-Laws of the Towers of Key Biscayne recorded on September 29, 2005. CLOTHES DRYERS CAN NOT BE VENTED INTO THE WALL.

IV. REPAIRMEN AND ALTERATIONS IN A UNIT.

1. The Village of Key Biscayne requires that permits be secured for all construction work. ALL PLUMBING AND ELECTRICAL WORK MUST BE DONE BY LICENSED CONTRACTORS. Please note that the State of Florida Building Code requires that mechanical (air conditioning) plumbing, electrical, and building (walls) work must be performed by licensed Contractors.
2. It is solely the unit owner's responsibility to make necessary arrangements with contractors to obtain permits for such work and to have liability and worker's compensation insurance certificates issued to The Towers of Key Biscayne, which shall be provided to the Management Office before any work can begin.
3. Sound insulation, specified by The Towers, must be laid under all hard floors (wood, tile, granite, marble, etc.) and at least a 100 ounce padding under



carpeting. The only exception to floor insulation is for residences on the Lobby floors. (see architectural control form for resent update at manager office)

4. Combination of units or separation of combined units requires prior Board approval.
5. Hallway carpet protectors shall be used whenever construction work is being done in a unit. If a contractor employed by a unit owner to perform construction work does not have hallway protectors, the Association will, upon request, provide (rent) hallway protectors on a daily basis for a fee as established by the Board.
6. Common Area keys and unit keys for contractors are to be supplied by the owners.

V. ROOF AREAS

1. The roof doors are kept locked at all times for the protection of all residents. The roof is off-limits to everyone except persons engaged in the maintenance and inspection of the building.

VI. ELEVATORS

1. Florida law does not permit smoking in the elevators.
2. The unit owner is fully responsible and liable for any and all damage caused by the unit owner, his occupants, and the unit owner and/or occupant's family, employees, guests, and lessees, when moving or carrying large articles in and out of the elevators or engaging in vandalism.

VII. SECURITY & RECEPTION REGULATIONS

For the protection of all residents:

1. All lower floor public space and common area doors shall be kept locked at all times, except the main entrance to lobbies.
2. Visitors, tradesmen, and employees of residents will not be allowed on the Condominium property unless authorized by a resident.
3. No one shall leave or wedge any door open in anticipation of returning, including beach doors.
4. Security guards must be notified immediately of any emergency or security violation.

5. Luggage carts, luggage, bicycles, skateboards, or any object with wheels shall NOT be rolled thru the Lobby.
6. Residents and Guests should notify the Front Gate upon arrival that they have luggage, in order to receive a map and be granted access to the garage. This also applies to Taxi drivers who will be picking-up or dropping off residents/guests. Residents may opt to be dropped of at the Receiving Dept.
7. Luggage carts are available at the UG & LG of each tower. Residents may borrow a key to the carts from the reception desk in exchange for a photo ID. Carts must be locked before returning the key to the lobby attendant. Please note that Carts are NOT meant to be used for construction materials.
8. Packages received by the Association, which the Association was not able to deliver measuring over 15"x15"x15" and weighing more than 20 pounds, shall be left at the Receiving Dept. Packages may be delivered to units with previous written authorization from the owners provided to Management.

VIII. FIRE REGULATIONS

1. All occupants shall respond to a fire alarm by immediately leaving their units and proceeding down the stairwells to the exterior of the building. It is a violation of these Rules to tamper with fire alarm equipment.
2. Oil based paints, thinners, lacquers, combustible items, etc. are not permitted in the designated storage areas or in the air conditioning closets and shall not be stored in a resident's unit.

IX. LOCKERS AND STORAGE BINS

1. Storage areas must be marked with unit occupant's name and unit number.
2. Property stored in lockers is at the sole risk of the respective occupant.
3. Owners and lessees may store property in the storage lockers designated for their units. Articles which cause leakage, odor or present a fire hazard or explosion risk may not be stored in said lockers.
4. No storage of any kind is permitted in hallways, foyers, stairwells, lobbies or other common area. Storage is permitted only within a unit's designated storage area. If a resident does not remove items after being asked to do so, the Manager may remove them.
5. No items are to be left on the floor of storage area.

X. WASTE DISPOSAL

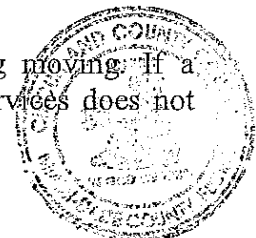
1. Refuse shall be wrapped in plastic bags and must be deposited in the waste disposal chutes. Bags are available at the Management Office free of charge.
2. Boxes or cartons shall be neatly placed on the floor of the waste disposal rooms for pick up by the Towers housekeepers or may be taken to the recycling area in the lower garage.
 - a. Only household garbage may be thrown down the chute. Violators will be investigated by Management and will be subject to a fine determined by the enforcement committee.
3. No flammable material, lit cigarettes or cigars shall be thrown down the disposal chutes.
4. Trash chutes shall be used only between 7:00 a.m. and 10:00 p.m.

XI. RECYCLING

The Towers requests that residents participate in the recycling program. The Towers provides containers located in Lower Garage Towers F and C for residents wishing to participate in the recycling program.

XII. MOVING AND FURNITURE DELIVERY

1. Occupants shall complete the move in/move out form at the Management Office at least two (2) weeks prior to the move in/move out. Otherwise, no moving trucks will be allowed into the premises.
2. A damage deposit in the amount of \$1,000 shall be submitted to the Management Office along with the move in/ move out Form at least 24 hours prior to the move. Damage deposit shall be refunded upon request after the move is completed and if it is determined that no damage has been caused in the common areas. A unit owner or lessee moving in/out shall be responsible for all security fees incurred by the Association in connection with overseeing the move.
3. Carpet protectors and padded elevators shall be used during moving. If a moving company engaged by a resident/owner to perform services does not



have hallway protectors, the Association will, upon request, provide (rent) hallway protectors for a fee of \$200. Only padded elevators shall be used.

4. Moving may only be done on weekdays between the hours of 9:00 A.M. and 4.30 P.M. Moving trucks should be on the premises before 12:00 Noon.
5. No moving of any kind shall be done on Saturdays, Sundays or Legal Holidays or during the holiday period (starting on last day of school for the Miami-Dade County Public Schools through New Year's Day).
6. Moving trucks shall park only in spaces designated by the Receiving Department .
7. It is the unit occupant's responsibility to remove from the premises all trash created by the move such as crates, boxes, etc.
8. 18 wheelers are not permitted on premises.

XIII. PETS

In the event of any sale, transfer or lease of any Condominium unit, such new owner, transferee or lessee shall not be permitted to keep or maintain a pet in such unit or elsewhere on the Condominium premises. It is the intent hereby to prohibit owners, transferees or lessees of units from bringing any pets upon the Condominium premises.

XIV. GUEST

1. Guests are permitted on the Condominium premises when authorized by the current resident upon arrival or by prior notice to the Front Gate.
2. A guest is defined as someone other than the unit owner or his/her approved lessee and such unit owner or approved lessee's family (spouse, domestic partner, children, parent, grandparent, sibling and grandchildren) who resides in the unit together with the unit owner or approved lessee and is registered with the Association as a resident. There are three (3) types of guests: residing guests, permanent guests and day guests.
 - a. A residing guest is a guest that will be visiting a unit overnight for at least one (1) night. A residing guest must be registered with the Association at least ten (10) days prior to his/her arrival as an overnight guest. In

connection with such registration, the unit owner or lessee must specify the residing guests' arrival date and departure date.

- b. A permanent guest is a guest who will be visiting the condominium property regularly, but will not be occupying a unit overnight. A permanent guest must be registered as such with the Association. Once registered with the Association, permanent guests will be provided with gate access without prior notice to the unit owner or lessee.
 - c. A day guest is a guest that will be visiting the condominium property for the day. All guests occupying a unit in the absence of the unit owner or lessee, whether for the day or overnight, must be registered by the unit owner or lessee at the Management Office prior to arrival in accordance with the rules set forth below.
3. Unit owner shall be responsible and liable for the actions of, and any damage caused by, unit owner's visitors, invitees, guests, employees or lessees, and shall require them to comply with all Rules and Regulations of the Association, including those concerning the recreational facilities and common areas.

XV. FACILITIES AT THE TOWERS

The Facilities at The Towers of Key Biscayne Condominium are:

Tower I Pool	Tower II Pool
Tower I Card/Party Room	Tower II Card/Party Room
Towers' Gyms	Garden Gazebo
Tower I Billiard Room/ Game Room	Tower II Billiard Room
Beach Front/Tiki Huts	Poker Room
Beachfront Gazebo	Toddlers' Playroom
Restaurant	Multipurpose Room
Barbecue Area	Beauty Parlor
Ocean Room	Conference/Study Room
	Tennis Courts
Conference/Study Room	Auditorium

Facilities are for the responsible use and enjoyment of all residents of The Towers, their families, and guests. No non-resident employees shall be permitted, except for the employee or contractor of a resident accompanying a resident or resident's child. Resident is solely and fully responsible for resident's actions and those of resident's family, guests and invitees, and for any damages caused by any of those

herewith mentioned. Excessive noise that may disturb other residents is prohibited in all areas at all times.

➤ **Instructors**

The Association understands that residents may wish to have tennis lessons, swimming lessons or personal training sessions at the appropriate common element facilities. Prior to any instructor or personal trainer providing any services to a resident, and for the safety and protection of T.K.B and its residents, Instructors must register annually (TKB fiscal year) with the management office and provide the following documentation:

a) Swimming instructor certification requirements:

1. Personal trainer's license or certification, as appropriate
2. ARC American Red Cross or YMCA or WSI Water Safety Instructor or equivalent and current CPR
3. Liability Insurance minimum of Three Million dollars.

b) Physical Fitness Trainer certification requirements:

1. Personal trainer's license or certification, as appropriate
2. ACE American Council on Exercise or NASM National Academy of Sports medicine or equivalent and current CPR
3. Liability Insurance minimum of Three Million dollars.

c) Tennis Instructor requirements:

1. Personal trainer's license or certification, as appropriate
2. Liability Insurance minimum of Three Million dollars.

A. Swimming Pools, Beach Area and Tiki Huts

The Swimming Pools shall be used only between the hours of 6:00 A.M. and 10:00 P.M. Only 6 guests per unit are allowed at the pool area at any one time.

1. All persons using the pools, pool and area, beach and tiki huts do so at their own risk. The Towers does not provide lifeguards and assumes no responsibility for any personal or other accident or injury in connection with such use, or for any loss or damage to personal property.



2. Persons using the pool areas shall comply with all rules and regulations promulgated by Miami-Dade County Health Department, and by those internal rules and regulations posted on the board.
3. All persons must shower before entering the pool.
4. Bathers shall wear shoes and cover-ups when going to and from the pools and beach area through the lobby levels.
5. With the exception of wheel chairs, strollers, baby carriages and/or equipment necessary to accommodate an individual's disability, no wheeled vehicles of any type shall be permitted in the pool areas. For safety reasons, carriages and strollers should be kept at least 6 feet away from the pool.
6. Persons under twelve (12) years of age must be accompanied and supervised by a person 18 years or older at all times.
7. Persons who are not toilet trained are required to wear swim/diaper type undergarments or waterproof pants in swimming pools.
8. Running on the pool decks, unnecessarily rough play and rowdiness, ball playing and other undue disturbances are strictly prohibited.
9. Surf boards, roller skates/blades, skateboards, rafts and solid or inflatable items (with the exception of 'water wings') are not permitted in or near the swimming pools.
10. Food may be consumed only on designated tables around pool areas, in compliance with health regulations.
11. Beverages are allowed in plastic containers on the pool decks. Such beverages shall be kept away from the pool, shall not be taken into the pool and all trash shall be properly discarded in the refuse containers.
12. Reservation of pool/beach chairs, tables, 'chaise-lounges' and tiki huts is not allowed.
13. Chairs and 'chaise-lounges' shall not be removed from the pool decks, gazebos, or beach area at any time. Beach chairs shall not be placed nor left in the water or beyond the ocean's high water mark.
14. Cover for the pool chairs and 'chaise-lounges' shall exclusively be approved "Towers" towels bearing the last name of the current unit resident, which may be purchased and embroidered through the Management Office. 'Guest' towels are available on loan from the Pool Office.

15. Cigarette butts, trash objects, debris and similar items shall be deposited in the designated receptacles; they shall not be thrown into the pools, or left on the decks, grass or beach area.
16. Tar and crude oil and sand shall be removed by beach users before leaving the beach area. Paper towels and special removers are provided at the beach steps for this purpose. Special attention shall be exercised that tar, sand and crude oil are not brought into the buildings or deck areas.

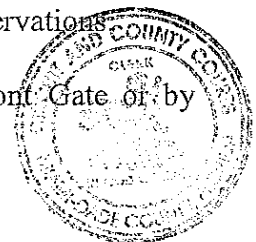
B. Tennis Courts

1. Court Rules:

- a) Court hours are from 7:00 a.m. to 10:00 p.m.
- b) Players using the Towers' courts do so at their own risk.
- c) Proper tennis attire, including tennis shoes and chest coverings, shall be worn by all players.
- d) Excessive noise is prohibited on the tennis courts at all times.
- e) No chairs may be brought within the court enclosures.
- f) Persons under 12 years of age are not permitted in the Courts unless accompanied by a person 18 years of years or older.
- g) Only water and non-alcoholic drinks in plastic containers are permitted inside court enclosures. Glass, ceramic or china containers are not permitted.
- h) No food of any kind or chewing gum is permitted within court enclosures.
- i) Skateboards, bicycles, strollers and roller skates/blades are prohibited within the court enclosures.
- j) No more than four (4) persons are permitted on a court at one time.

2. Reservation Rules:

- a) Only Towers residents and residing guests may make reservations
- b) Reservation for tennis courts shall be made at the Front Gate or by telephoning 305.361.2752.



- 1) Keys to the tennis courts will only be given to the Resident/Guest who made reservation. Resident or Guest must have been previously added to the unit's guest list at the management office.
- c) Any one Towers resident or residing guests may only make two (2) advance reservations of one hour each in any seven day period (commencing on day first reservation was made). Reservations may NOT be made more than one week in advance. Resident may, however, use the courts more often if there are no outstanding reservations by other residents at the time resident wishes to play.
- d) Reserved times shall start on the hour. If the court is not busy or if there are no outstanding reservations by other residents, play may be extended past the hour.
- e) Residents and/or residing guests shall sign in at the Gate House before playing and will receive the key to their assigned court. A picture ID is required to obtain the keys to the courts. Keys shall be returned to the Gate House immediately upon completion of play.
- f) The resident or residing guest making the reservation must be present while the courts are being utilized.

3. **Tennis Instruction:**

- a) At no time shall resident or non-resident pros be permitted to use Towers' courts to teach non-resident players.
- b) Towers residents may reserve courts for the purpose of giving or receiving instruction only from 12:00 p.m. to 5:00 pm.
- c) Tennis instruction shall be done within reasonable noise levels and shall not be so loud as to interfere with the concentration and enjoyment of players on the other court.
- d) A court may not be utilized for more than one (1) consecutive hour of tennis instruction under any circumstances
- e) All tennis instructors utilizing the tennis courts to teach resident players must be certified and insured. All such tennis instructors must provide the Association with a copy of their license and insurance prior to utilizing the tennis courts.

C. Towers' Gyms

1. Towers' Gyms are open 24/7
2. All persons using equipment in the gyms shall do so at their own risk.
3. Proper attire and exercise footwear shall be worn when using exercise equipment
4. Radios, CD or tape players must be used with earphones.
5. Persons under 12 years of age are not permitted in the Gyms unless accompanied by a person 18 years of age or older.
6. Eating is prohibited in the Towers' Gyms. Only non alcoholic beverages in plastic or metal containers are allowed
7. Use of gym is limited to registered residents and their residing guests. Day guests may utilize the Gyms, but must be accompanied by a registered resident at all times.
8. Lockers are available during your exercise period ONLY. Violators will have locks cut and items will be removed by Management.

D. Towers' Common Area Rooms General Rules

"Card/Party Rooms, Multimedia Room, Billiard Room, Auditorium, Billiard/Game Room, Conference/Study Rooms & Ocean Room"

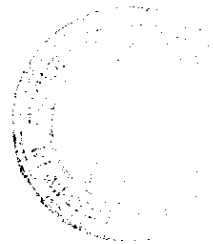
Reservations for the Card/Party Rooms, Ocean Room and Auditorium events shall be made by unit owners and lessees only, at the Administration Office and are subject to availability. An application form shall be completed and signed by resident; (application forms will contain additional requirements for designated areas) and a refundable deposit shall be left at the Office. Rooms must be cleaned and vacated by 12:00 AM and Ocean Room by 11:00 PM. Deposits will be fully refunded if room is left clean and ready for next event.

The Rooms are to be used as follows:

1. Residents have access 'on request' or with previous reservation; from 9:00 A.M. to 12:00 A.M. Request should be made at the Reception Desk. All Rooms must be cleaned and vacated by 12 AM and Ocean Room by 11:00 PM.



2. Rooms are available to residents whose use rights in the common elements and common facilities have not been suspended.
3. Reservations to rooms must be made in advance and are subject to availability. A \$300 refundable deposit must be submitted at the Main Office at the time of reservation.
4. No Back to Back event reservations allowed at the Ocean Room. Exceptions may be granted at Management's discretion.
5. All functions comprising more than twenty-eight (28) persons requires at resident's expense, a Towers' security guard to supervise parking and designated area. Resident must hire a Towers security guard for the entire event with a minimum of four hours at an hourly rate specified by management office.
6. Music should be confined to inside of facility and its volume shall be such that it does not offend or disturb other residents. Music is not permitted after 10:30 P.M in any of the common areas rooms.
7. Common Area rooms are subject to additional requirements provided in sign in/reservation forms.
8. Actual cooking is not allowed on any common area rooms. Heating of food is allowed.
9. Residents & residing Guests shall provide a Photo ID at the Reception Desk for access to the rooms.
10. Security guard will do a "walk-through" of the room alongside the resident/guest both before and after the event; Resident must sign IN/OUT of the room.
11. Resident is fully liable and responsible for any damages incurred, and for ensuring that all guests comply with these Rules and Regulations. Resident will face the possibility of being denied future use of any recreation rooms if non-compliant or violations of the Rules and Regulations takes place.
12. Food and Drinks are allowed. All beverages must be in plastic containers on appropriate tables as provided.
13. Persons 12 years of age or younger are not permitted unless accompanied by a persons 18 years of age or older at all times.



E. Toddler's Playroom

1. Hours of operation for Playroom are from 9:00 a.m. to 8 p.m.
2. Toddlers should be supervised by someone over the age of 16 at all times.
3. No shoes allowed on rubber tile floor.
4. No food allowed only infant bottles and sippy cups.
5. No parties allowed.
6. Door leading to Billiard Room shall not be opened for any reason other than an emergency.
7. No adult shall sit on a chair anywhere on the rubberized mats.
8. For health and safety reasons, person with a communicable disease may NOT utilize the playroom.
9. No changing of diapers in the playroom. Diapers may only be changed in the playroom's bathroom. Child must be strapped, while on the changing bed. Please deposit all diapers and waste into appropriate canisters.
10. For safety reasons, strollers, skateboards, bicycles, rollerblades, scooters, remote control or battery operated or electric toys are not allowed. Each person may bring one (1) small toy, which is not remote control or battery operated or electric into the playroom.
11. Toys shall not be removed from the playroom.
12. All persons using the playroom must take turns in sharing playroom toys.
13. All persons must clean & organize the playroom before leaving.
14. The Association is not responsible any toys/items left in the playroom.
15. All persons using the playroom must be mindful of others using the playroom and ensure their use of the room does not interfere with the rights of other to use and enjoy the playroom.
16. Donated toys must be approved by Management.

H. Barbecue Area

1. Residents shall access on a "first-come first-served" basis any day, between 9:00 AM and 11:00 PM. Tables are not to be reserved in advance.
2. No deposits are required; resident is responsible for leaving area clean.

3. No Music allowed.
4. User must conform to additional requirements posted at the Barbecue Area.
5. All activities must end by 11:00 PM.
6. The Association may reserve the exclusive use of the BBQ on certain times of the year.

XVI. MOTORIZED VEHICLES

1. All persons park at their own risk.
2. Motorized vehicles belonging to occupants shall at all times bear the identifying Towers decal provided by the Association and available in the Administration Office. No resident shall park a commercial vehicle on the condominium property.
3. No commercial vehicles brought onto the condominium property in connection with a move, repair or construction project displaying advertisement or construction materials are allowed on premises after-hours.
4. Occupants shall park motorized vehicles only in the space assigned to them and marked as such, unless otherwise agreed upon with another space-owner or Management, and written notification given to Office. Only one (1) motorized vehicle per parking space is allowed.
5. Motorized vehicles shall never be parked in tandem or in a manner which blocks the ingress or egress of other vehicles.
6. Utilization of unauthorized areas is prohibited. Improperly parked vehicles may be towed at the vehicle owner's sole cost and expense.
7. No parking is allowed in front of the building entrances; these areas are reserved for emergency vehicles, discharging and picking up passengers or mail only. Cars parked in front of the building in violation of this regulation may be towed. All motors must be turned off when picking up mail or awaiting passengers.
8. Parking is prohibited in the Receiving Area at all times with the exception of restaurant guests and contractors at posted hours
9. Posted speed limit shall be observed at all times five (5) M.P.H.



10. Excessive noise, slamming of doors, racing of engines and the use of horns is prohibited on the premises.
11. Only emergency car repairs may be done on the premises.
12. Car wash is permitted on the premises only in the designated area in the lower garage. Car wash area is for the exclusive use of residents. Use of the car wash and vacuum cleaner is permitted only from 9 AM to 9 PM.
13. All vehicles on the premises shall be in operating condition, in good appearance, and have a current license tag; badly wrecked vehicles shall not be left in the parking areas for more than two (2) weeks; otherwise they shall be removed at owner's expense.
14. No unit occupant is allowed to park more than one (1) car in the visitors/non-exclusive parking area. The Towers does not guarantee availability of said space or the continuance of this privilege.
15. Parking spaces shall not be used for storage or given any other use than parking of motorized vehicles. Items will be removed by management.
16. Unit owners shall be fully responsible for compliance with the rules by their employees, lessees, guests, visitors, and invitees, and shall bear all costs of enforcement of these rules.
17. Extended parking in the 10 minutes zone by the entrance to the elevator is not permitted.
18. No For Sale signs allowed on vehicles while on the condominium property.
19. Handicap parking spaces are available at the guest parking lot. Police will site violators.

A. Smart Pass & Transponders

Each Resident is allowed Smart Passes according to the number of parking spaces assigned to the unit; one spare Smart Pass may be issued per unit for a registered vehicle. A smart pass is a non-transferable adhesive device that is attached at the front windshield to allow residents to access the property & garage. Smart Passes may be acquired at the Main Office for a non-refundable \$25 charge. Transponders are handheld electronic devices which are available to residents with temporary rental cars, or for guests previously authorized by unit owner to use the unit's covered parking spaces, for a period not to exceed 30 days. A \$300 refundable deposit must be provided at the Main Office in order to acquire a Transponder.

- 1) Only cars that have been registered at the Main Office will be allowed to access the covered garage. Smart Pass and Transponders will be issued to owners & residing guests only.
- 2) Smart Pass and Transponders are not to be transferred to other vehicles. Devices are meant to be used only with the vehicle to which the device is registered.
- 3) Residents with rental cars need a Transponder in order to gain access to the covered garage.

XVII. CAMPERS, BOATS, TRAILERS AND SIMILAR VEHICLES

Campers, boats, trailers, "jet skis" and similar vehicles are not allowed on premises. Violators will have their vehicles towed away at owner's expense.

XVIII. BICYCLES, TRICYCLES, SKATEBOARDS, ROLLER SKATES

1. Bicycles and tricycles shall be parked only in the designated area and must be registered with a Decal & Photographs at the Management Office. Unregistered bikes will be removed from premises and discarded.
2. Riding bicycles, tricycles, skateboards, roller skates/blades, etc. is not permitted in the common areas, i.e. garage, lobbies, hallways, elevators, pool areas, etc. They may only be worn and ridden while entering or leaving the Towers premises.
3. Parking of these and other vehicles is done at owner's risk.

XIX. REMEDIES FOR VIOLATION: COVENANT ENFORCEMENT COMMITTEE, FINES AND PENALTIES:

A. Remedies for Violations

1. In addition to the means of enforcement provided elsewhere herein, the Board of Directors shall have the authority to enforce by legal means the provisions of the Condominium Act, the Declaration of The Towers of Key Biscayne Condominium, the By-Laws, the Articles of Incorporation and the Rules and Regulations of the Association and to suspend use rights in the common elements, common facilities or any other Association property for violations of the Declaration of The Towers of Key Biscayne Condominium, the By-Laws, the Articles of Incorporation and the Rules and Regulations of the Association. Further, the Association has the right to impose fines for violations of the Declaration of The Towers of Key Biscayne Condominium, the By-Laws, the

Articles of Incorporation and the Rules and Regulations of the Association against unit owner, a unit owner's guests or lessees, in the manner provided herein:

2. The Board of Directors shall appoint a Covenant Enforcement Committee comprised of unit owners, which shall be charged with determining whether any of the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws, or Rules and Regulations of the Association are being or have been violated.
3. A complaint concerning an alleged violation may either be instituted by Management, or presented to Management by a member of the Association or by a member of the Board of Directors. In either instance, Management shall conduct an investigation of the alleged violation and attempt to reach a solution. Management will issue a written notice to the alleged violator. Copies of the complaint should be sent to the Chairman of the Enforcement Committee. In the event Management determines that a violation has occurred, but is unable to obtain compliance, he shall refer the alleged violation to the Covenant Enforcement Committee.
4. The Covenant Enforcement Committee shall provide reasonable notice of not less than fourteen (14) days of the alleged violation or violations to the unit owner or occupant, specifying the nature of such violation(s). The notice shall include a statement of the provisions of the Declaration of Condominium, the Articles of Incorporation, the By-Laws or the Rules and Regulations of the Association which have allegedly been violated, and a date, time and place of the next Covenant Enforcement Committee meeting, at which time the unit owner or occupant shall present reasons why the fines or suspension should not be imposed. The notice shall also specify, and it is hereby provided, that each violation shall be subject to a fine of up to One Hundred Dollars (\$100.00) provided, however, that a fine may be levied on the basis of each day continuing violation with a single notice and opportunity for hearing, so long as no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000.00).
5. The unit owner or occupant against whom the fine may be levied or suspension imposed shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have the opportunity at the hearing to review, challenge and respond to any material considered by the Covenant Enforcement Committee.
6. No later than twenty-one (21) days after the Covenant Enforcement Committee meeting, the Board of Directors may levy a fine for each violation in the manner and amounts provided herein and/or impose a suspension of use rights.



B. Payment of Penalties

Fines shall be paid no later than thirty (30) days after notice of the imposition of the penalties. Nothing contained herein shall be construed to interfere with any right that a unit owner may have to obtain, from a violator occupying his unit, payment in the amount of any final fines levied against that unit.

C. Non-Exclusive Remedy

Fines and suspensions shall not be construed to be exclusive and shall exist in addition to all of the rights and remedies to which the Association may be otherwise legally entitled.

XX. BILLING PROCEDURES: MAINTENANCE AND SPECIAL ASSESSMENTS

1. The Manager shall be responsible for setting up and maintaining a control system for all billings and late payments, and shall keep the Board of Directors advised of the number of delinquencies and problems encountered in implementing these procedures.
2. No foreign checks are accepted. All funds shall be in U.S. Dollars drawn against a bank in the United States of America. Cash is not accepted.
3. Each unit owner shall be billed for maintenance and reserve assessments on a quarterly basis: 1st Quarter, January-March; 2nd Quarter, April-June; 3rd Quarter, July-September; 4th Quarter, October-December. Special Assessments are billed on dates determined by the Board of Directors.
4. Invoices will be mailed or e-mailed to unit owners no later than the 15th of the month preceding the quarter for which the payment is due: December 15, March 15, June 15 and September 15.
5. Payment is due on the 1st day of the quarter: January 1st; April 1st; July 1st; October 1st.
6. If payment has not been received by the 25th day of the first month of the quarter (January 25, April 25, July 25, October 25), a letter shall be sent to unit owner, and a five percent (5%) charge for late payment added to the balance.
7. If by the 15th day of the second month of the quarter (February 15, May 15, August 15, November 15) payment has still not been received, a second letter shall be sent to unit owner advising that unless payment is received by end that month, the Association will file a lien against the unit.

8. If lien is not settled by the end of the quarter (March 31, June 30, September 30, December 31), the Board of Directors shall be advised and foreclosure procedures initiated.
9. Maintenance payments are to be mailed to the bank designated by the Association.
10. Units in arrears more than 90 day will not be allowed to use common areas as per Florida Statue 718.303(3). Unit numbers will be posted by Management.

XXI. NEW OWNERS, LESSEES AND GUESTS

The Towers of Key Biscayne Condominium is intended to be a luxury, well-maintained condominium unit building for the benefit of persons who maintained units as single family permanent residences and vacation homes. It is not intended to serve as hotel, motel, office, guest house, business facility, athletic club for outsiders, or similar temporary resting place for transients. The provisions below shall be interpreted in accordance with the spirit of the above intention. The sale, lease, and use of units and recreational facilities shall be subject to the following provisions which shall be covenants running with the land, and any attempted prohibited transfer shall be subject to legal action, including injunctive action.

A. Transfer by Sale or Lease:

1. The closing of every contract for sale or lease of a unit shall be subject to and conditional upon the issuance of a Certificate of Approval by the Board of Directors. The proposed seller or lessor shall submit a 'Notice of Intention' and an 'Application for Approval' with an established fee, on a form prepared by the Board. The submission of the Notice and Application shall constitute a warranty and representation by the owner that the owner believes the transaction is bona fide and the stated facts to be true. The application shall be submitted at least thirty (30) days before the proposed day of the closing. A closing consummated without such approval shall not constitute a valid transfer of property under Florida law, and any purported Deed or Lease there under shall not be recordable in the Public Records of Miami-Dade County Courthouse.
2. Depending upon the circumstances, additional charges may be incurred. A unit owner shall not sell or lease unless all past due assessments and fines are fully paid or provided for, to the satisfaction of the Association. A prospective owner (purchaser) is entitled to receive, at seller's expense, a current copy of the Declaration, By-Laws, and the Rules and Regulations of the Association. Purchaser must acknowledge in writing receipt of said documents. Each purchaser and lessee shall be subject to the condominium documents, provisions of the Declaration, By-Laws, Articles of Incorporation, and Rules

and Regulations of the Association. A unit owner who leases shall remain liable for the performance of his or her obligations under the condominium documents and shall be liable for violations by his or her lessee(s). A copy of each executed conveyance deed shall be delivered to the Administration Office immediately after the closing.

B. Leases

1. A unit shall be leased only once during every calendar year. Such lease shall be made for a term of not less than one continuous rental period of ninety (90) days.
2. Any unit owner or lessee violating these rules shall be subject to immediate injunctive action by our attorney and/or the imposition of a fine or suspension of use rights.
3. A unit owner, during the term rental/lease if his or her unit, shall not be entitled to the use of the facilities which generally are permitted to unit owners, except as the guest of a resident.
4. A lessee cannot sublease or assign his or her lease. No assignments of lease or sublease or sub-rentals of any kind, type or duration shall be valid. No sub-tenants will be recognized by the Board of Directors. A lessee shall not permit any premises to be used by a purported guest in residence while the lessee is not in residence, and such purported guest shall not be recognized as a valid guest by the Board of Directors.
5. Lessee shall provide a lease extension 20 day prior to the end of lease to Management. If lease extension is not provided on time all vehicles Smart passes and/or Transponders will be turned off, until such extension is submitted to Management.

C. Guests in Residence

1. Owners not in residence shall notify the Association in writing at least ten (10) days prior to arrival of guests, stating names, relationship, number of guests, length of stay, as well as the arrival and departure dates. The number of such guests and the extent of their utilization of the services and facilities must constitute a reasonable use of the facilities. It is the responsibility of the owners/tenant to provide guests with keys to unit and facilities.
2. Any person occupying a unit without the authorization of the Association is subject to court action by the Association for removal of the unauthorized occupant(s), as well as the owner of such unit in cases involving unauthorized lessees or guests.



D. Prospective Purchasers

Prospective purchasers shall be interviewed by a representative or representatives of the Association and advised of the Condominium's release of the right of first refusal after the prospective purchaser has been interviewed and the Association has had a sufficient amount of time to review the results of the background check. No occupancy or use of the Association's facilities shall be permitted prior to approval.

E. Prospective Lessees

Prospective lessees shall be interviewed by a representative or representatives of the Association and advised of its approval or disapproval after the prospective lessee has been interviewed and the Association has had a sufficient amount of time to review the results of the background check. No occupancy or use of the Association's facilities shall be permitted prior to approval.

F. Liability

An owner of a condominium unit and his or her lessee (in the case where a condominium unit is leased out) and his or her guests (in the case where a guest is occupying the unit in the unit owner's absence) shall be jointly and severally liable for all damages of any kind whatsoever, including court costs and a reasonable attorney's fee incurred by the Association, as a result of such owner(s), tenant(s), or guest(s) failing to abide by the Condominium's Declaration of Condominium, By-Laws, Articles of Incorporation, or the Condominium Rules and Regulations, or for such owner(s), tenant(s), or guest(s) failing to comply with any of the provisions of the Florida Condominium Act or Florida Residence Landlord-Tenant Act.

XXII. NUMBER OF OCCUPANTS

No more than the following number of occupants on a full time basis (unit owners, lessees or guests) per unit shall be allowed:

- 1 bedroom: 2 persons
- 2 bedrooms: 4 persons
- 3 bedrooms: 6 persons

XXIII. CONCLUSION

We believe that cooperative compliance with these Rules and Regulations will make residency at the Towers more enjoyable for all.

HALIBRARY\CASES\1921\19102992\JN5582.DOC

STATE OF FLORIDA, COUNTY OF DADE
 I HEREBY CERTIFY that this is a true copy of the
 original filed in this office on NOV 14 2011 day of
 A.T. 20

 CLERK OF COURT
 COUNTY OF DADE, CLERK of Court and County Clerk
 8127 *[Signature]*

