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JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

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

THIS CERTIFICATE OF FILING OF AMENDED RULES AND REGULATIONS is executed this 23rd day of January, 2025 by THE TOWERS OF KEY BISCAYNE, 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. In accordance with Section 718.112(2)(c), Florida Statutes, the Board of Directors at a duly noticed meeting held on the 13h day of January, 2025, adopted amended Rules and Regulations.

D. All of the Directors were present at the duly noticed meeting held on January 13, 2025, 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 January 13, 2025, 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 23 day of January, 2025.

Signed in the presence of:

THE TOWERS OF KEY BISCAYNE, INC.

Print Name: Laura Varela

By: _____
Richard Michaelson, Treasurer

1876 SW 11 Ter, Miami Fl 33135
Address

Print Name: Sheila Maradiaga

1491 NW 65 Street, Miami, FL 33147
Address

By: _____
Steven Salder, Secretary

Print Name: Laura Varela

1876 SW 11 Ter, Miami, Fl 33135
Address

Print Name: Sheila Maradiaga

1491 NW 65 St, Miami FL 33142
Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this 23rd day of January, 2025 by Richard Michaelson, as Treasurer and Steven Sadler, as Secretary, respectively of THE TOWERS OF KEY BISCAYNE, 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.

JORGE ALFONSO
MY COMMISSION # HH 414546
EXPIRES: October 25, 2027

Signature of Notary
My Commission Expires:

PREPARED BY:
SIEGFRIED RIVERA
201 Alhambra Circle, 11th Floor
Coral Gables, FL 33134

PERFECTLAW\AIM_DMS\S13\DOCS\1921\1910299\4C29145.DOC

EXHIBIT "A"

THE TOWERS OF KEY BISCAYNE, INC.

RULES AND REGULATIONS

January 2025

REVISED 1/13/25

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FLORIDA
IN GOD WE TRUST

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THE TOWERS OF KEY BISCAYNE, INC. ("Association")

The Towers of Key Biscayne is a homeowners' association, meaning that we EACH own our own unit, AND we ALL share the expense of maintaining and upgrading all Common Areas including but not limited to the roof, elevators, exterior of the buildings, gym, lobbies and outdoor spaces and facilities ("Common Areas"). Each resident is entitled to privacy and to the enjoyment of their unit and Common Areas. By respecting each other's rights and property and cooperating with each other, 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" or "TKB") as a luxury, well-maintained residential community and to protect and enhance 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."

These Rules and Regulations shall be deemed in effect until amended by the Board of Directors and shall be binding upon all unit owners, renters, residents and occupants of units in the Towers ("Residents"), as well as their families, guests, invitees, domestic help, and any other persons whom the Residents 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.

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 Towers.

I. UNIT OWNER RESPONSIBILITIES

1.1 RESIDENTIAL USE

Units shall be used for single-family residential purposes ONLY, with a maximum of two (2) persons in a one bedroom unit, four (4) persons in a 2 bedroom unit and six (6) persons in a three bedroom unit. 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.

1.2 CONTACT INFORMATION

Unit owners are responsible for updating their contact information (address, telephone numbers, email address, emergency contact, names of residents in unit, etc). The contact information form is available in the Management Office or can be provided on the Association's Portal. This information is not a record of the

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Association and will not be shared with other unit owners unless a unit owner determines to opt in.

1.3 ABSENCE FROM UNIT

1. Each Resident who plans to be absent from their unit during the hurricane season must secure the unit prior to departure by removing all furniture and other items from the balcony or lanai. In the event of a tropical storm or hurricane warning in Miami Dade County, if this has not been done, Management may remove these items from the balcony and place them into the unit and the unit owner will be charged a service fee. (See Schedule C for fees).

2. If leaving for more than 48 hours, Residents must turn off the water valves to their units and ensure that the air conditioning is set no higher than 78 degrees.

3. When the unit is unoccupied for more than 30 days, the Resident must notify Management and provide personal contact information. The unit must be inspected every 30 days, either by a person retained by the Resident (with contact information provided to Management) or by Management, in which case the Resident will be charged a fee as set forth on Schedule C..

1.4 NUISANCE

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 the Common Areas or within units, lanais or balconies are permitted in excess of decibels as determined from time to time by the Village of Key Biscayne . (See schedule A for current ordinance No. 2005-18).

1.5 NO SIGNS OR SOLICITATIONS

No person shall be allowed to post, display or advertise signs, advertisements, notices, solicitations or other letterings in any manner, including under or on unit doors, unless approved by the Management and/or the Board. Bulletin Boards or any other electronic screen alternatives 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.

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1.6 KEYS

Unit owners shall furnish to the Management Office a duplicate key to the main door to the owner's unit. These keys shall be kept in a locked cabinet, and a limited number of designated employees on duty shall have access to this cabinet. These duplicate keys shall be used only in emergencies, to ensure adherence to building codes as required, to inspect pursuant to Section 1.3(3), or to perform essential maintenance or repairs to prevent damage to other units. Security personnel shall be allowed to unlock the door to a unit only after following established security procedures. The keys shall not be used to admit any persons unless previously authorized by the unit owner in writing, the authorization is on file at the Management Office, and a key provided by the unit owner for such purpose.

1.7 MAIL

1. Registered mail addressed to any Resident will not be accepted by any Towers employee unless prior written authorization is on file at the Management Office.

2. Packages delivered by couriers, "UPS" style services, trucks, etc. will be directed to the Receiving Area. Any packages delivered after working hours shall be left at the reception desk in buildings 1111 and 1121. Management reserves the right to change the drop off location as it deems appropriate.

3. All packages measuring over 15"x15"x15" and/or weighing more than 50 pounds must be picked up by the Resident within three (3) business days of notice of receipt. Other packages must be picked up in the same time frame or may be delivered to units with previous written authorization from the Resident provided to the Management Office.

1.8 BEHAVIOR TOWARD EMPLOYEES

1. Employees of the Association have specific duties assigned to them; they are not to be sent on personal errands or used for personal projects by Residents during the employee's work hours. The Association assumes no responsibility for private arrangements after hours.

2. Residents shall treat all staff members and Association employees or vendors with proper decorum, courtesy, and respect. Inappropriate behavior in the treatment of staff members or employees is strictly prohibited. Residents shall direct all complaints to the Board and/or Management.

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1.9 FIRE REGULATIONS

1. All occupants shall respond to a fire alarm by immediately leaving the buildings, proceeding down the stairwells to the exterior of the buildings.

2. It is a violation of these Rules to tamper with fire alarm equipment.

3. Storage and A/C unit closets – No flammable items are allowed. Storage and A/C closets are subject to periodic inspection by Management, without the owner's consent. If flammable items are found, the lock will be cut and items will be removed.. A/C closets are NOT to be used for storage.

1.10 LOCKERS AND STORAGE BINS

1. Storage bins must be marked with unit owner's unit number.

2. Property stored in the storage bins is at the sole risk of the unit Resident.

3. Residents may store property in the storage bins designated for their units. Articles which cause leakage, odor or present a fire hazard or explosion risk may not be stored in said bins. No items are to be left on the common floor of storage area outside of the storage bins. If a Resident does not remove items after being asked to do so, Management will remove and discard the items at the owner's expense.

4. No storage of any kind is permitted in hallways, foyers, stairwells, lobbies or other Common Area. If a Resident does not remove items after being asked to do so, Management will remove and discard the items at the owner's expense.

1.11 WASTE DISPOSAL AND RECYCLING

1. Refuse shall be wrapped in plastic bags and must be deposited in the waste disposal chutes. Trash shall not be left on the floor at any time. Trash Bags are available at the Lobby Reception desks free of charge.

2. Only household garbage may be thrown down the chute. No flammable material, paint, lit cigarettes or cigars shall be thrown down the disposal chutes.

3. Trash chutes shall be used only between 7:00 a.m. and 10:00 p.m.

4. The Towers requests that Residents participate in the recycling program. The Towers provides containers located in Tower Garage Towers F and C for

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boxes, cartons, previously rinsed plastics and glass, and other items for recycling. PLEASE DO NOT USE PLASTIC BAGS. In addition, there is a box on the wall near the recycling bins for batteries.

1.12. PETS

The Towers is a NO PET property. No one is permitted to bring pets on to TKB property.

1.13 DAMAGE PREVENTION

1. Residents shall maintain their units in good working order to prevent damage to Association Property and to other units. Any Resident whose failure to maintain causes damage to Association Property will be held liable for the full cost of repair by the Association.

2. From June 30, 2025 onward, (a) all Residents are required to have a flood relay switch installed on their air conditioning unit and (b) all units replacing an air conditioning unit must install a drain pan at floor level. Management will inspect periodically for compliance and, in the event of noncompliance, will install the above at the Resident's sole expense.

2. SERVICE AND EMOTIONAL SUPPORT ANIMALS

Florida law requires the accommodation of service and emotional support animals "Assistance Animals") with restrictions as outlined in this section. The Association requires, both for Residents and guests prior to their arrival, completion of the "Reasonable Accommodation Request Verification" form, available on the Association Portal or from the Management Office, prior to bringing the Assistance Animal onto TKB property.

2.1 LICENSING

1. The Resident or guest requiring the Assistance Animal shall meet any and all licensing, tag and vaccination requirements of Miami-Dade County and the State of Florida.

2. Copies of documentation evidencing current immunization and proof of current tags/licenses are to be provided to the Management by January 30 each year, upon acquiring the Assistance Animal or moving in to the Towers.

3. As both the unit owner and any other person occupying the unit and owning an Assistance Animal shall be responsible for actions of their Support Animals, they should maintain liability insurance for the Assistance Animal

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2.2 LEASH REQUIREMENTS

1. The Assistance Animal must be carried, wheeled in a stroller, or on a leash at all times when present in the Common Areas. In the event that the animal cannot be carried, wheeled in a stroller, or on a leash due to the owner's disability, such animal must be under the owner's control at all times.

2.3 CARE AND SUPERVISION

1. The care and supervision of the Assistance Animal is the sole responsibility of the Assistance Animal's owner.

2. Any damage/injury to person or property (i.e., the Common Areas) resulting from the Assistance Animal shall be the responsibility of both the unit owner and the Assistance Animal's owner. This includes, but is not limited to, animal feces/urine in any/all of the Common Areas.

3. It is the responsibility of the Resident requiring an Assistance Animal to properly dispose of all waste and place feces in designated rubbish can(s).

4. Assistance Animals may not be left on the balconies unattended. In the event that the animal is left alone in the unit and presents a nuisance, the Association will have the right to contact animal rescue and have the animal removed.

5. In the event of persistent disruptive noises, the Association has the right to enter the unit to check on the animal.

6. Assistance Animals must be taken (1) off the property to relieve themselves, (2) to the designated Assistance Animal Relief Areas or (3) must do so in the unit. No animal shall relieve itself anywhere else on the Association property. The owner or caregiver of any animal using the Assistance Animal Relief Area shall pick up after their animal.

7. Assistance Animals must wear service tags provided by the Association at all times.

8. Emotional Support Animals are NOT allowed on the beach, as per Key Biscayne regulations. Violators may be subject to fines.

2.4 THE ASSISTANCE ANIMAL MUST:

1. Not initiate contact with someone without their direct permission

2. Not display any aggressive behavior or disruptive noises, as determined by the Board of Directors (such as excessive barking, whining, growling, lunging or charging toward people)

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3. Not present a direct threat to any Resident(s) or physical property

4. Not block any aisle or passage way

5. The Assistance Animal's owner must accompany their Assistance Animal at all times when outside the unit.

2.5 RESTRICTIONS

1. Assistance Animal owners are prohibited from requesting that Association personnel walk or look after their animals while on duty.

2. For health and safety reasons, Assistance Animals are not permitted in the pool or within six (6) feet of the pool.

3. The Association reserves the right to have an Assistance Animal removed if, in the Board's discretion, it poses a direct threat to others, constitutes a nuisance, and/or disrupts the ability of other Residents to enjoy their dwelling.

4. As per Florida statute, knowingly and willfully misrepresenting oneself as being qualified to use a service animal is a second degree misdemeanor and may require the individual misrepresenting oneself to perform 30 hours of community service for an organization serving individuals with disabilities, or for another entity as ordered by court.

3 SECURITY AND RECEPTION REGULATIONS

For the protection of all Residents:

1. Non-Residents will not be allowed on the Towers property unless authorized by a Resident.

2. Security guards must be notified immediately of any emergency or security violation.

3. Bicycles, skateboards, carts or any object with wheels shall NOT be rolled through the Lobby, except for wheeled luggage or baby strollers, provided that (1) it does not make undue noise, (2) the luggage or stroller is carried down the stairs and (3) that it leaves no damage or markings to the floor.

4. Residents and Guests should notify the Front Gate upon arrival if they have luggage they wish to drop off at Receiving during business hours for delivery to their units. Luggage weighing >50lbs must have wheels to take advantage of this service.

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5. Luggage carts are available at the UG and LG of each building. 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.

4 LEASES

1. A unit may be leased only once during each calendar year. Such lease shall be made for a term of not less than one continuous rental period of ninety (90) days. Temporary stays directly or through realtors, AirBnB, VRBO or other similar arrangements are STRICTLY prohibited; advertising through realtors, newspapers, online or on these platforms or by any other means is prohibited. Any unit owner, Resident or other person violating these rules shall be subject to immediate injunctive action by the Association's attorney in addition to the imposition of a fine or suspension of use rights.

2. Prospective lessees must be approved by the Association prior to occupancy or use of the Association's facilities. Prospective lessees must (a) be interviewed by a representative(s) of the Association and (b) agree to a background check. The Association will approve/disapprove the lease within thirty (30) days thereafter (see also Section 24).

3. A unit owner, during the term rental/lease of his or her unit, shall not be entitled to the use of the Common Areas except as the guest of a Resident.

4. No assignments of a lease nor a sublease or sub-rental of any kind, type or duration shall be valid. No sub-tenants will be recognized by the Association. 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 Association.

5. In the event that the unit owner desires to enter into a lease extension with a previously approved lessee, the unit owner shall provide the lease extension no less than thirty (30) days prior to the end of lease to Management. The Association has the right to reject a lease renewal in the event of repeated rule violations by the lessee. If the lease extension is not provided on time, all Vehicle Smart Passes and/or Transponders will be turned off, until such extension is submitted to Management.

6. The unit owner shall remain liable for any and all violations of these Rules and Regulations by the lessee.

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5 GUESTS

Guests are permitted on TKB Property only when authorized by the Resident upon arrival or by prior notice to the Front Gate.

1. A guest is defined as someone other than the 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 one (1) business day prior to his/her arrival as an overnight guest. Notification should be by email to GuestRegistration@tkbonline.com using the form on the TKB Portal or by calling the Management Office at 305-361-9114. In connection with such registration, the Resident must specify the residing guests' arrival date and departure date

    b. A permanent guest is a guest who will be visiting TKB property regularly, but will not be occupying a unit overnight. A permanent guest must be registered as such with the Association, and such registration shall be renewed at least every six months.. Notification must be by email to GuestRegistration@tkbonline.com using the form on the TKB Portal or by calling the Management Office at 305-361-9114. Once registered with the Association, permanent guests will be provided with gate access without prior notice to the Resident.

    c. A day guest is a guest that will be visiting TKB property for the day. Day guests must be accompanied at all times by the Resident. Notice should be provided via the form on the TKB Portal or to the Security Gate in advance of their expected arrival by calling 305-361-2752.

    All guests occupying a unit in the absence of the Resident, whether for the day or overnight, must be registered by the Resident at the Management Office prior to arrival in accordance with the rules set forth herein.

2. The unit owner AND Resident shall be responsible and liable for the actions of, and any damage caused by, the Resident'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.

3. No monetary exchange or other compensation or remuneration is permitted to be paid or exchanged for use or occupancy of a unit by a guest.

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6 MOVING AND FURNITURE DELIVERY

1. Residents shall complete the move in/move out form at the Management Office (which will contain the associated and potential deposits and fees) at least two (2) weeks prior to the move in/move out, and availability on the date requested must be confirmed by Management. Requests for furniture delivery should be made as early as possible, and will be accommodated based upon previous requests for that date/location. Otherwise, no moving trucks will be allowed into the premises.

2. A damage deposit shall be submitted to the Management Office along with the move in/ move out form at least 24 hours prior to the move. (See Schedule C for fee amount). The damage deposit shall be refunded upon a signed release confirming the move is completed and no damage has been caused to the Common Areas. The Resident moving in/out or for furniture deliveries taking over an hour, shall be responsible for all security expenses incurred by the Association in connection with overseeing the move or delivery. (See Schedule C for fees).

3. Carpet protectors and padded elevators shall be used during moving. If a moving company engaged by the Resident to perform services does not have hallway protectors, the Management will, upon a minimum 48 hour advance request, provide hallway protectors for a fee (see Schedule C). Only padded elevators shall be used for moving/delivery.

4. Moving/delivery may only be done on weekdays between the hours of 9:00 A.M. and 4.30 P.M. Moving trucks shall be on TKB property before 12:00 noon or else, at Management's discretion, the move will have to be scheduled for another date.

5. Residents may not (a) temporarily store or (b) block the ingress/egress of any hallway, lobby, elevator, garage or other Common Area while moving furniture or any other objects into/out of their unit.

6. No moving/delivery of any kind shall be done on Saturdays, Sundays or Legal Holidays or during the holiday period (starting on last day of school in December for the Miami-Dade County Public Schools through New Year's Day or as determined by Management from time to time).

7. Trucks shall park only in spaces designated by Security and/or the Receiving Department.

8. It is the Resident's responsibility to have their movers remove from TKB property all trash created by the move/delivery such as crates, boxes, etc.. In the event that

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that they are not removed from the property at the time of moving, please contact the Management Office for options and cost of discarding remaining boxes etc.

9. Eighteen (18) wheelers or any other vehicle that may cause damage in the public areas as determined by Management are not permitted on TKB property.

7 COMMON ELEMENTS/ASSOCIATION PROPERTY

7.1 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 as authorized by Management.

7.2 No Resident shall make use of any Common Area in such a manner as to abridge the equal rights of other Residents.

7.3 No Resident shall remove, prune, cut, damage or alter any trees or other landscaping located in the Common Areas.

7.4 Sleeping is not permitted in the Common Areas.

7.5 The sidewalks, entrances and all passageways must not be obstructed, encumbered or used for any purpose other than ingress and egress.

7.6 Exterior doors to the buildings are not to be propped open with any object at any time. Only Security and Management are permitted to block open entrances.

7.7 ELEVATORS

a) Florida law does not permit smoking, vaping or the equivalent in the elevators.

b) The unit owner is fully responsible and liable for any and all damage caused by the unit owner, his/her occupants, occupant's family, employees, guests, and lessees, This includes but is not limited to when moving or carrying articles in and out of the elevators or acts of vandalism.

7.8 BALCONIES/LANAIS/WINDOWS/DOORS AND DOORFRAMES

a) Balconies, lanais, patios, doors and door frames and windows are Association property

b) Any and all floor coverings, including tile or stone on balconies, must be pre-approved by Management and installed by licensed contractors (See Section 21). Alterations or additions to the balcony, patio or lanai areas, including painting, wall hangings, light fixtures, screening, awnings or any /other type of enclosure shall not be permitted, except as necessary to

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secure for small children or other. Only screening authorized by Management will be approved, in order to maintain a harmonious look for the Towers. See Schedule B for permitted screening.

c) 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. Balconies, patios and lanais may be used ONLY for outdoor furniture including chairs, sofas, chaises, tables and small plants weighing less than 50 lbs. Any other items, including but not limited to umbrellas, sunshades, grills, bicycles, tricycles (and any other wheeled vehicle) and large toys are prohibited on balconies. Management shall have the right to remove and discard prohibited items at the Resident's expense.

d) Nothing shall be thrown, tossed, swept or dropped down or over the balcony, including cigarettes, cigars, ashes, sand, dust, water and other debris.

e) 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, or Common Areas.

f) Cooking and fire of any kind outside of the units is not permitted on balconies, patios, lanais or anywhere else on Association Property, except in the Barbecue Area

g) Residents may not alter door and/or door frames or windows, including, without limitation, affixing additional locks. Any alteration of windows, or any alteration of doors or door frames done after Hallways are renovated subsequent to 2024, will be remedied by the Association at the Resident's expense.

8. RESPONSIBILITY FOR DAMAGE

8.1 All common elements inside and Association property outside the buildings will be used for their designated purposes only and nothing belonging to unit owners, Residents, their families, or guests shall be kept there; such areas shall be kept free at all times from obstruction. Unit owners and Residents are financially liable for any and all damage to TKB property caused by themselves, their guests, family, employees and/or agents.

8.2 No non-resident employees shall be permitted to use the facilities, except for the employee or service provider of a Resident accompanying a Resident or Resident's child. Only (six) 6 guests per unit are allowed in any Common Area at any time, with the exception of the Ocean Room and Card Rooms when used through a reservation.

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9. CHILDREN

For their safety, all children must be under the direct control of a responsible adult while anywhere on the property

10. INSTRUCTORS

The Association understands that Residents may wish to have tennis lessons, swimming lessons, yoga or personal training sessions at the appropriate Common Area. Prior to any instructor or personal trainer providing any services to a Resident, and for the safety and protection of the Association and its Residents, instructors must register prior to the first instruction and subsequently each year prior to January 30 with the Management Office, provide the following documentation, and be issued a badge to be worn at all times on TKB property:

Instructors / Trainers may only train or give lessons to Residents. Lessons to non-Residents are strictly prohibited and the instructor's badge will be revoked for one year.

1. Swimming instructor certification requirements:

   i. Personal trainer's license or certification, as appropriate
   ii. ARC American Red Cross or YMCA or WSI Water Safety Instructor or equivalent and current CPR
   iii. Liability Insurance minimum of Three Million dollars ($3,000,000). Certificate must be provided directly by insurance agent.

2. Physical Fitness Trainer certification requirements:

   i. Personal trainer's license or certification, as appropriate
   ii. ACE American Council on Exercise or NASM National Academy of Sports medicine or equivalent and current CPR
   iii. Liability Insurance minimum of Three Million dollars ($3,000,000). Certificate must be provided directly by insurance agent.

3. Tennis Instructor requirements:

   i. Tennis instructor's license or certification, as appropriate
   ii. Liability Insurance minimum of Three Million dollars ($3,000,000). Certificate must be provided directly by insurance agent.

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11. SWIMMING POOLS, POOL DECKS AND GAZEBOS (pool areas)

The Swimming Pools shall be used only between the hours of dawn and dusk. Only six (6) guests per unit are allowed at the pool areas at any one time. Guests MUST be accompanied at all times by a Resident. THE POOLS ARE TO BE USED ONLY BY RESIDENTS AND THEIR GUESTS AT THEIR OWN RISK.

1. The Association 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 rules and regulations posted at the pool(s).

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. Surf boards, roller skates/blades, skateboards, rafts and solid or inflatable items (with the exception of 'water wings ' and flotation devices being used for water exercises provided that they do not interfere with others or use of the pool by others) are not permitted in or near the swimming pools.

6. Persons under twelve (12) years of age must be accompanied and supervised by a person 18 years or older at all times to ensure compliance with all pool rules.

7. Persons who are not toilet trained or are incontinent 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. Food may be consumed only on designated tables around pool areas, in compliance with health regulations. Beverages are only allowed on the pool decks in plastic or other containers which are not made of glass. Beverages shall not be taken into the pool. All trash shall be properly discarded in the refuse containers. No smoking, music or decorations are permitted in the pool or gazebo areas.

10. Reservation of pool/beach chairs, tables, or any pool furniture or area is not allowed. Chairs and 'chaise-lounges 'shall not be removed from the pool decks or, gazebos at any time.

11. ALL residents and guests must have yellow towels while utilizing the pool and pool area facilities. Towels may be purchased at the Tower 2 Reception desk. (See Schedule C for fees).

12. TIKI HUT AREA

1. The Tiki Hut area is Association property. The Association 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. The Tiki Hut(s) may not be reserved for private use and are available on a first come first basis. Anyone desiring to use a Tiki Hut must have a yellow Towers towel for each participant. Guests MUST be accompanied at all times by a Resident.

3. No Tiki Hut furniture shall be used to store or hold personal belongings.

4. Residents and guests must dispose of their trash and garbage.

5. Persons under 12 years of age must be accompanied by a person 18 years of age or older in order to use the Tiki Hut Area.

6. No smoking, music, decorations, or glass containers are permitted.

13. PUBLIC BEACH AREA

1. The beach and beach areas are public, non-Association property and governed by the Village of Key Biscayne and Miami Dade County.

2. All persons using the beach and beach areas do so at their own risk. The Association 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.

3. Persons using the beach areas shall comply with all rules and regulations promulgated by Miami-Dade County Health Department, and with those internal rules and regulations established by the Association.

4. It is the responsibility of Residents and guests to collect and dispose of their trash.

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5. Beach furniture is available on a first come first serve basis. No reservations are allowed for any beach furniture. Residents and guests MUST use a Towers yellow towel to have access to the beach furniture. Guests MUST be accompanied at all times by a Resident. On Saturdays, Sundays and National Holidays, only one umbrella per unit will be provided subject to availability. On Mondays through Fridays no more than two umbrellas per unit may be requested, subject to availability

6. Beach furniture shall not be used to store or hold personal belongings.

7. Use of Association's furniture, including but not limited to chairs and umbrellas, will be subject to weather conditions and only available for use at the sole discretion of the Association. Under wind and high tide conditions beach furniture and umbrellas will not be provided or available for use.

8. No beach furniture will be permitted within 10 feet of the beach water line and shall not be moved past the Association's property boundary.

9. Tar, crude oil and sand shall be removed by beach users before leaving the beach area and will not be brought into the building, deck area or pools.

14. WATERCRAFT AREA

1. Only non-motorized boards, kayaks and canoes that do not exceed 16 feet in length and 36 inches in width will be allowed in the watercraft area. (except for those watercraft stored in the area prior to March 10th, 2022 and which Management determines can be reasonably and safely stored within existing racks, which will be "grandfathered".)

2. Each watercraft must be registered with the Management Office and pay an annual fee per watercraft. (See Schedule C). Pictures of each watercraft must be submitted for purposes of identification and inventory at the time the watercraft is registered.

3. Residents with registered watercraft will use their FOB to access the watercraft storage area. Residents shall lock the gate to the watercraft area when exiting the area.

4. Only one watercraft rack per unit will be permitted to be registered, subject to availability. Each watercraft must be stored in the specific rack designated for such watercraft, and the Resident storing a watercraft shall be solely responsible for locking and securing their watercraft in those racks when not in use. Watercraft may not obstruct any pathway.

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5. Persons under 12 years of age entering the watercraft area must be accompanied by a person 18 years of age or older at all times while in such area.

6. In the event of a storm, the Association shall not be responsible for securing or relocating any watercraft. Owners shall be responsible for removing and/or securing the watercraft.

15. TENNIS COURTS

1. COURT RULES:

a) Court hours are from 7:00 a.m. to 10:00 p.m.

b) Proper tennis attire, including tennis shoes and shirts, shall be worn by all players.

c) No chairs may be brought within the court enclosures.

d) Persons under 12 years of age are not permitted in the Courts unless accompanied by a Resident 18 years of age or older.

e) Only water and non-alcoholic drinks in plastic containers are permitted inside court enclosures. Glass, ceramic or china containers are not permitted. Plastic containers and other trash ust be removed and properly discarded upon departure from the courtm. No smoking, food or chewing gum is permitted within court enclosures.

f) All vehicles of any kind, including skateboards, bicycles, tricycles, strollers and roller skates/blades are prohibited within the court enclosures.

g) No more than four (4) persons are permitted on a court at one time.

2. RESERVATION RULES:

a) Only Residents may make reservations.

b) Reservation for tennis courts shall be made at the Security Gate, on the Towers Portal or by telephoning 305.361.2752 or such other means that the Association determines from time to time.

c) The Resident who made the reserevation shall sign in at the Security Gate before playing and will receive the key to their assigned court. A picture ID matching the reservation is required to obtain the keys to the courts. Keys shall be returned to the Security Gate immediately upon completion of play.

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d) Each Unit may only make four (4) 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. A Resident may, however, use the courts more often if there are no outstanding reservations by other Residents at the time Resident wishes to play.

e) Residents who are unable to use their reserved time shall notify Management no less than 6 hours prior to their reserved time. Two failures to provide such notification in a 4 week period shall result in the loss of reservation rights for the following seven days.

f) 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.

g) The Resident making the reservation must be one of the players while the courts are being utilized.

3. TENNIS INSTRUCTION

a) At no time shall Resident or non-resident instructors be permitted to use Association courts to teach non-resident players.

b) Residents may reserve courts for the purpose of giving 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 reserved for more than one (1) consecutive hour of tennis instruction under any circumstances

16. TOWERS FITNESS ROOMS GYMS

1. Towers Fitness Rooms are open 24/7. Only Residents with FOBs and their Guests or instructors accompanying them will be allowed in the gym.

2. Proper attire and exercise footwear shall be worn when using the exercise equipment.

3. Radios, CDs, tape players or other audio/visual equipment must be used with earphones.

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4. TV volumes will be controlled by Management to ensure that there will be no noise disturbance to the gym users.

5. Rowdy behavior is strictly prohibited.

6. Persons under 12 years of age are not permitted in the Gyms unless accompanied by a Resident 18 years of age or older.

7. Eating is prohibited in the TKB Gyms. Only non alcoholic beverages in plastic or metal containers are allowed. Residents shall remove their trash from the gym. Day guests may utilize the Gyms, but must be accompanied by their Resident host at all times. No more than two guests at a time per unit may use the gym.

8. Lockers are available during your exercise period ONLY. Violators may have locks cut and items removed by Management.

9. Trainers may instruct no more than two Residents at a time.

10. No one may remove any equipment, weights, mats etc from the Gyms. All equipment used should be returned to the appropriate locations when finished.

17. TOWERS' COMMON AREA ROOMS

Reservations for the Card/Party Rooms, Ocean Room and Auditorium events shall be made by Residents only, at the Management Office and are subject to availability. No back to back event reservations are allowed at the Ocean Room. Exceptions may be granted at Management's discretion.

An application form shall be completed and signed by the Resident (application forms will contain additional requirements for designated areas) and a refundable deposit shall be left at the Office. (See Schedule C). Deposits will be fully refunded if room is left clean and ready for next event as determined by Management. Common Area rooms are subject to additional requirements provided in sign in/reservation forms.

The Rooms are to be used as follows:

1. Residents have access 'on request 'or with previous reservation; from 9:00 A.M. to 11 pm for the Ocean Room and from 9:00 am to 11 pm for all other rooms.

2. For reserved rooms, a security guard will do a "walk-through" of the room alongside the Resident both before and after the event; the Resident must sign IN/OUT of the room.

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3. All functions comprising more than twenty-eight (28) persons requires, at Resident's expense, a Towers' security guard to supervise parking and the designated area. (At Management's discretion, depending on the size of the event, two guards may be required). Resident must hire a Towers security guard for the entire event with a minimum of four hours. (See Schedule C).

4. Music should be confined to the inside of the room and its volume shall be such that it does not offend or disturb other Residents.(See Schedule A for volume limits). Music is NOT permitted after 10:30 P.M in any of the Common Areas.

5. Food and Drinks are allowed. All beverages must be in plastic containers on appropriate tables as provided. Cooking is not allowed in any Common Area. Heating of food is allowed.

6. Resident are fully liable and responsible for any damages incurred, and for ensuring that all guests comply with these Rules and Regulations.

7. Persons 12 years of age or younger are not permitted unless accompanied and supervised by a Resident 18 years of age or older at all times.

8. Toddler's Playroom

   a. The Association assumes no liability associated with use of the Playroom

   b. Hours of operation for Playroom are from 9:00 a.m. to 8 p.m. Children using the Playroom must be supervised by someone over the age of 16 at all times.

   c. No shoes allowed on rubber tile floor. No adult shall sit on a chair anywhere on the rubberized mats.

   d. No food or drinks are allowed with the exception of infant bottles and sippy cups.

   e. No parties allowed.

   f. The door leading to Billiard Room shall not be opened for any reason other than an emergency.

   g. For health and safety reasons, persons with a communicable disease may NOT utilize the playroom.

   h. 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 discard all diapers and waste into appropriate canisters.

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i. Toys: 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. All persons using the playroom must take turns in sharing playroom toys. Playroom Toys shall not be removed from the playroom. Donated toys must be approved by Management before they may be left in the Playroom.The Association is not responsible for any toys/items left in the playroom.

j. All persons must clean & organize the playroom before leaving.

k. 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.

18. BARBECUE AREA

Residents shall have access to the barbecues and barbecue area 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. All activities must end by 11:00 PM.

1. Smoking is not permitted. No music is permitted. Loud noises of any kind are prohibited.

2. No playing or running in the barbecue area is permitted including but not limited to the access walkway and adjacent areas.

3. Day guests must be accompanied by a Resident. No more than 6 guests per unit are permitted to use the barbecue area at a time.

4. Area is to be left clean after use and persons using the barbecue areas shall dispose of all of their garbage and trash.

5. Residents are required to share the barbecue area.

6. Persons under 12 years of age are not permitted to use the barbecue area unless accompanied and supervised by a Resident 18 years of age or older.

7. In the event tables are left unattended for over 30 minutes, tables will be cleared and items removed in order to accommodate the next Resident in line to use the barbecue area.

8. Umbrellas are available upon request subject to availability. Please note that on rainy or windy days umbrellas will be removed and will not be available for use.

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9. All Residents using the barbecue area must comply with the additional rules posted at the barbecue area

10. TKB may reserve the exclusive use of the barbecue area on certain times of the year.

19. MOTORIZED VEHICLES INCLUDING GOLF CARTS

1. All motorized vehicles which shall include, but not be limited to golf carts, automobiles and motorcycles belonging to Residents ("Vehicles") which are eligible for parking on TKB property must be registered with the Management Office and shall at all times bear the identifying Towers decal provided by TKB and available in the Management Office. No Resident shall park a commercial vehicle on TKB property. Campers, boats, trailers. "jet skis" and similar vehicles are not allowed on premises.

2. Towers decals cannot be transferred between Vehicles including, without limitation, in the event a Resident replaces his or her Vehicle. The new or replacement Vehicle must be registered with the Management Office, and a new Towers decal shall be issued.

3. No commercial Vehicles brought onto TKB property in connection with a move, repair or construction project displaying advertisement or construction materials are allowed on TKB premises after 5:00pm.

4. Residents shall park Vehicles only in the space assigned to them and marked as such, unless otherwise agreed upon with another space-owner or Management, and prior written notification given to the Management Office.

5. Only one Vehicle per parking space is allowed. Vehicles shall never be parked in tandem or in a manner which blocks the ingress or egress of other Vehicles. If a Vehicle extends the length of the yellow lines on either side of the Vehicle, its tires must touch the front bumper for its assigned parking space.

6. Utilization of unauthorized areas which are not specifically designated for parking is prohibited.

7. No parking is allowed in front of the building entrances. These areas are reserved for discharging and picking up passengers and/or mail/packages, as well as for emergency or other Management-approved Vehicles such as inspectors or government officials. As a courtesy to Residents, combustion engines should be turned off (weather permitting) while waiting for passengers, noise should be kept to a minimum at all times, especially between 9pm-8am, and Vehicles should wait no more than 10 minutes to pick up passengers.

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8. Extended parking in the 10 minutes zone by the entrance to the garage elevators is not permitted.

9. Parking is prohibited in the Receiving Area at all times with the exception of restaurant patrons and guests as per posted rules and hours as established by Management from time to time.

10. Posted speed limit shall be observed at all times of five (5) M.P.H.

11. Excessive noise (see Schedule A), slamming of doors, racing of engines and the use of horns is prohibited on TKB property.

12. Only emergency car repairs may be done on TKB property.

13. Car washing is permitted on TKB property only in the designated area in the lower garage. The car wash area is for the exclusive use of Residents' vehicles. Use of the car wash and vacuum cleaner is permitted only from 9 AM to 9 PM.

14. All Vehicles on TKB property 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.

15. There is a serious shortage of parking spaces on the property for Guests. In order to address this critical condition, the Association has identified a group of parking spaces referred to as the "Guest Parking Spaces" which are reserved solely for parking Guest Vehicles displaying a guest/visitor parking pass issued by the Towers ("Guest Parking Pass"). Under no circumstances may a Resident park his or her Vehicle in the Guest Parking Spaces.

16. Only Residents who are grandfathered to have more vehicles than they have assigned parking spaces may use the unassigned parking spaces in the Guest Parking Lot, and they are allowed to park no more than one (1) Vehicle in the other unassigned parking spaces, which are not included in the designated Guest Parking Spaces(on the building side of the Guest Parking Lot). Such parking is on a first-come first-served basis, and TKB does not guarantee availability of any parking space or the continuance of use of such parking spaces.

17. Parking spaces shall not be used for storage or given any other use than parking Vehicles. Items will be removed by Management.

18. No For Sale signs allowed on Vehicles while on TKB property.

19. Handicap parking spaces are available at the guest parking lot. Police will cite violators.

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20. Any Vehicle in violation of any of the provisions of this section may result in the towing or booting of the Vehicle at the Vehicle owner's sole cost and expense.

A. Towers Smart Pass & Transponders

Each Resident who registers a Vehicle with the Association shall be issued one Towers Smart Pass for each parking space(s) assigned to the unit or leased by the Residentand for which the Management Office has received a a fully executed parking space lease agreement for same to Management.. A Towers Smart Pass is a non-transferable adhesive device that is attached at the front windshield or headlight to allow Residents to access TKB property and garage. Towers Smart Passes may be acquired at the Main Office for a non-refundable charge (See Schedule C). Transponders are handheld electronic devices which are available to Residents with temporary rental cars, or for guests previously authorized by unit owners to use the unit's assigned parking space, for a period not to exceed 30 days. A refundable deposit (see Schedule C) must be provided to the Management Office in order to acquire a Transponder.

1. All Vehicles parked on TKB property must display a TKB decal, Smart Pass, a Transponder or a current Guest Parking Pass. All other Vehicles are subject to being towed without notice.

2. Towers 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.

B. Additional Rules Regarding Golf Carts and Motorcycles

1. There are a limited number of golf cart parking spaces available for lease on a first-come, first-served basis. ("Golf Cart Parking Space"). Residents wishing to lease a Golf Cart Parking Space will be placed on a waiting list, with the earliest dated request being given the first priority. Use of a Golf Cart Parking Space shall be subject to the Resident's execution of a lease in such form as approved by the Board of Directors from time to time and payment of the required fee under the lease for the resident's exclusive use of the Golf Cart Parking Space which fee may be modified from time to time by the Board of Directors. Once a Resident on the waiting list becomes eligible to lease a Golf Cart Parking Space, the Resident will be notified by the Association.

2. Golf carts or motorcycles may only be parked in the specific Golf Cart Parking Space designated under the lease for that golf cart or motorcycle, or in the parking space assigned to the Resident's unit. The vehicle must be parked so that its tires

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touch the green bumper for its space and it must be within the green lines of that space.

3. All golf carts and motorcycles parked by Residents on the property, whether parked in a Golf Cart Parking Space or in a Resident's assigned parking space, must be registered in advance with the Association on annual basis and photographs of the golf cart must be taken by or provided to the Association.

4. Upon a resident's execution of a lease for a Golf Cart Parking Space as provided for herein, one Towers Smart Pass for the resident's golf cart or motorcycle will be issued to such Resident. The Towers Smart Pass may not be used for any other vehicle except that specific golf cart or motorcycle.

5. Each golf cart and motorcycle registered with the Association must be previously registered with the Village of Key Biscayne and have a decal issued by the Association and a valid permit affixed to the golf cart.

6. Golf carts may be temporarily parked in the spaces designated by the Association as charging stations provided that each golf cart must be immediately removed from the charging station spaces once the golf cart is charged. Any violation of this rule may result in the imposition of a fine by the Association and/or the towing or booting of the golf cart at the golf cart owner's sole cost and expense. The charging stations are available for use at the Resident's sole risk, cost and expense.

7. Lithium-ion battery operated Vehicles, including e-bikes and e-scooters, must be registered with the Management Office, and are allowed only in the garages..

20. NON-MOTORIZED VEHICLES

1. Bicycles, tricycles and other non-motorized wheeled vehicles ("Bicycles") shall be parked only in the designated areas and must be registered with photographs at the Management Office and issued a decal which shall be affixed to the Vehicle as per instructions from the Management Office. Unregistered or abandoned Bicycles (which shall include bicycles that reflect substantial lack of use such as rust or flat tires) will be removed from TKB property without notice (in the case of unregistered Bicycles) and without liability to the Association.

2. The Association office will conduct an inspection at least within the first quarter of each year. This inspection will require that each Bicycle parked within the facilities shall have been registered per 20.1 above.

3. Riding any wheeled vehicle, including but not limited to Bicycles, skateboards, roller skates/blades, etc. is prohibited in all Common areas Areas other than the driveways and outdoor parking areas.. They may only be carried and/or ridden in the garage while entering or leaving TKB propert

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4. Parking of bicycles and tricycles and other vehicles is done at owner's risk and the Association shall not be liable for any damages or theft thereto.

21. ARCHITECTURAL AND CONSTRUCTION CONTROL

1. The Village of Key Biscayne and TKB require that permits be secured for all construction work. 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 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. An Architectural Control Form which shall include a schedule of fees and deposits that may be applicable must be completed by the unit owner and presented to the Management Office accompanied by a damage deposit (see Schedule C for fee amount). The form can be obtained at the Office or on the TKB Portal, as well as written instructions for obtaining authorization for any work being done in the unit.

4. Sound insulation, specified by 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 at the Management Office)

5. After all documentation has been submitted and approved, Management will authorize the unit owner and contractor(s) to commence working. Management will maintain records of insulation installed as specified by TKB. However, any combination of units or separation of combined units will require prior Board approval.

6. The unit owner will have a period of 12 months for completion of any renovation, alterations or modifications to the unit commencing on the date that authorization to proceed is granted by the Association. If the work is not completed within that period, the contractor will be charged a weekly fee (see Schedule C for fee amount).

7. Once Management is advised by the unit owner as to when work will commence, Management will notify the Front Gate security guard. Management staff shall have the right to enter the unit in order to 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.

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8. No work shall be allowed to commence until all documents necessary for approval have been received and approved at the Management Office.

9. Hallways shall not be used to store, size or cut any material or object of any kind by Residents, tradesmen or workers; 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.

10. 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. ONLY VENTLESS CLOTHES DRYERS SHALL BE PERMITTED.

A. CONTRACTORS

1. Contractors are prohibited from entering or exiting the buildings through the lobbies.

2. Contractors are permitted to work in the buildings from 9:00 A.M and shall sign out to leave the building by 4:30 P.M or such other times as determined by the Association.

3. All contractors shall sign in at the Receiving Department upon arrival, no earlier than 9:00 A.M., and shall sign out by 4:30 P.M. at the Receiving Department.

4. Upon signing in at the Receiving Department, contractors shall receive a badge or other identification provided by the Association, which must be worn by each individual at all times while on TKB property. Any contractors or individuals working with a contractor who is/are observed on TKB property without the badge or other form of identification provided by the Association will be required to immediately stop work and return to the Receiving Department to be issued a new badge or other identification. Failure to do so will result in contractors not being allowed to work on TKB property.

5. A temporary FOB access key will be provided to the contractor in exchange for a government issued picture ID which will be held by the Association until the FOB access key is returned. The FOB access key must be returned to the Receiving Department by 4:30 P.M. on a daily basis

6. Contractors are only allowed to use the bathroom located at the upper garage of Tower C. Contractors are prohibited from using the restrooms at the lobby level or relieving themselves in any of the Common Areas.

7. Contractors shall be accompanied by a security guard at all times while delivering or removing materials from the units in which they are performing work and are

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limited to the use of the service elevator where a protective padding has been installed. Use of any other unprotected elevator by a contractor is prohibited.

8. NO contractors will be allowed access to the building on Saturday, Sundays, National Holidays or during the holiday period (starting on last day of school in December for the Miami-Dade County Public Schools through New Year's Day).

9. All contractors must park on a first-come first-served basis at the tennis court parking spaces or as directed by security personnel.

10. Service elevator reservations shall be made no less than 48 hours in advance and are subject to availability.

11. All contractors MUST purchase TKB approved carpet covering material (see Management Office for specifications) and it will be their responsibility to remove it EACH FRIDAY and install it prior to commencement of work at the beginning of the following week. For as long as work is ongoing in the units.

12. Unit keys for contractors are to be supplied by the owners, if they so choose. Unit owners are prohibited from supplying Common Area keys or FOBS to contractors or other tradespeople..

22. REMEDIES FOR VIOLATION: VIOLATIONS APPEALS COMMITTEE, FINES, SUSPENSIONS 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 a unit owner, Resident, a unit owner's guests or lessees, in the manner provided herein:

2. All members of the Covenant Enforcement Committee, hereafter known as the "Violations Appeals Committee" or "Committee", must be appointed by the Board of Directors ("Board"), and shall be unit owners who have volunteered to be members and who are not officers, directors, or employees of the Towers, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

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3. A complaint concerning an alleged violation may either be instituted by Management, or presented to Management by a Resident, guests, or other persons authorized to be on the TKB property. In either instance, Management shall conduct an investigation of the alleged violation and issue a written report with a proposed resolution to the Board. The Board will then direct Management to attempt a resolution or to prepare a recommendation for the Board to authorize a fine and/or suspension of rights.

4. In the event Management determines to bring a recommendation for a penalty associated with a violation, Management shall refer the alleged violation to the Board and a regular or special meeting of the Board will be duly noticed for the Board to vote on levying a fine and/or suspension. A fine that is levied by the Board may be up to $100 per violation, or $1,000 in the aggregate.

5. If the Board votes to levy a fine and/or suspension, a Notice of Violations Appeal Committee Hearing ("Notice") will be sent via regular and certified mail or hand delivery, to the unit address and any other address provided by the unit owner to the Association for official mailings at least 14 days 'prior to the date of the hearing. The Notice will provide an opportunity for a hearing to the owner and, if applicable, the owner's tenants, occupants, guests and invitees including the date, time, and location of the hearing.

6. The Hearing shall be held during a meeting of the Committee which shall afford the owner and, if applicable, the owner's tenants, occupants, guests and invitees a reasonable opportunity to be heard, to be represented by counsel, to present evidence, and to provide written and oral argument. The role of the Committee is limited to determining whether to confirm or reject the fine and/or suspension levied by the Board. The minutes of the meeting shall contain a written statement of the results of the Hearing and the fine and/or suspension, if any, that is confirmed by the Committee. The Hearing shall be conducted in accordance with Section 718.303, Florida Statutes. If the Committee does not confirm the fine and/or suspension levied by the Board, the fine and/or suspension may not be imposed.

7. It is the responsibility of a Resident to ensure that their Assistance Animal adheres to the Rules and Regulations. If an Assistance Animal is aggressive and/or Management receives three (3) or more complaints, a report may be filed with the village authorities requesting the removal of the support animal.

8. All Minutes from the Violations Appeals Committee and determination as to a fine and/or suspension shall be posted in the bulletin boards and Association Portal.

B. Payment of Penalties

A letter will be sent to the unit address and any other address provided by the unit owner to the Association for official mailings via U.S. Certified and Regular Mail

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notifying the owner and, if applicable, the owner's tenants, occupants, guests and invitees of the suspension and/or fine imposed by the Association with a deadline for payment of any fine imposed. Fines shall be paid no later than thirty (30) days after notice of the imposition of the fines. 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.

23. 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. Neither cash nor Wire Transfers are accepted.

3. Each unit owner shall be billed for maintenance and reserve assessments on a quarterly basis; the first quarter is January 1 through March 31; the second quarter is April 1 through June 30; the third quarter is July 1 through September 30; the fourth quarter is October 1 through December 30. Special Assessments are billed on dates determined by the Board of Directors.

4. Unit Owners are strongly encouraged to establish ACH payments for quarterly maintenance fees and Special Assessments. Alternatively, coupon books will be provided to owners that should be sent, as per written instruction, to the Association's bank account. Questions pertaining to payments of association fees should be addressed to the Management Office.

5. Payment for quarterly maintenance assessments is due on the 1st day of each quarter: January 1st; April 1st; July 1st; October 1st. Payment for Special Assessments is due on the first day of the quarter as defined by the Board in paragraph 3 above.

6. If payment has not been received by the 25th day of the month in which the payment is due, a five percent (5%) charge for late payment shall be assessed. Notice shall be mailed to the unit owner notifying them that the late payment has been added to the balance . and that failure to make the payment within 30 days

could result in their account being turned over to our outside collection attorney(s). All fees associated with the collection attorney shall be the responsibility of the owner and added to the outstanding balance due the Association.

7. If the owner fails to deliver the payment due within the thirty (30) day period provided in the notice, TKB shall pursue collection efforts against the unit owner and forward the matter to the TKB collections attorney, who shall mail a 45-day Notice of Intent to File a Claim of Lien.

8. If the unit owner fails to deliver full payment to the TKB collections attorney within the 45-day period provided in the notice, the attorney shall mail a 45-day Delinquent Assessment Letter and file a claim against the owner's unit. If the amounts secured by the lien are not paid, the Board of Directors shall be advised and foreclosure procedures initiated.

9. Quarterly Maintenance and Special Assessment payments are to be made by ACH or mailed to the bank(s) designated by the Association.

10. Units in arrears more than 90 day will not be allowed to use Common Areas as per Section 718.303, Florida Statutes, and the Association may seek all other remedies as allowed under the law.

24. NEW OWNERS, LESSEES AND GUESTS

The Towers of Key Biscayne is intended to be a luxury, well-maintained homeowners association for the benefit of persons who maintain units as single family permanent residences and vacation homes. It is NOT 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 Common Areas 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

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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. Prospective Purchasers and Lessees

Prospective purchasers and Lessees 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 or 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.

25. LIABILITY

A unit 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.

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SCHEDULE A

Excerpt from VKB ORDINANCE NO. 2005-18
AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 17 ENTITLED ANOISE@ OF THE VILLAGE CODE

Sec. 17-3. Noises Exceeding Established Decibel Levels.

Section 17-3 shall be applicable to all property within the Hotel Resort (HR), Planned Unit Development (PUD), or Private Club (PC) zoning districts. Except as otherwise provided, the generation of any sound in excess of the permitted decibel level established herein shall be deemed a violation of this chapter.

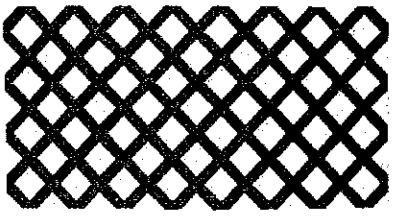
(1) Permitted Decibel Level. The permitted decibel level for noise which emanates from indoor or outdoor activities or outdoor operations (including those conducted from a tent or any other partial enclosure) as measured outdoors at the property line of the Noise Receptor Site which is closest to the site from which the noise emanates, shall at all times be no more than sixty-five (65) decibels as measured with a calibrated Sound Level meter. Except as otherwise permitted below, any noise exceeding 65 dBA shall constitute a violation of this chapter.

SCHEDULE B

Rule 7.8(c) Permitted Screening on Balconies

There are only two types of screening allowed on balcony railings for the purpose of minimizing the gap between the vertical railings:

1)White lattice railings, such as



2)White net railings

In each case, the screening must be installed

- On the inside of the balcony railing
- Extend no higher or wider than the concrete railings
- Be fastened with removable white plastic zipties. Permanent fasteners of any type installed into the concrete are strictly prohibited

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SCHEDULE C
As of October 2024
Subject to Change, as posted on Association Website

Rule	Description	Fee
1.3.1	Fee to remove items from balcony in the event of storm risk	$500
1.3.3	Unit Inspections during Owner Absence	$150
6.2	Moving Security Deposit	$2,500
	Security Expenses for Moves/Deliveries	$25/hour
11.11	Yellow Towel Purchases	$16
14.2	Annual Watercraft Registration Fee	$50
19.A	Towers Smart Pass	$25
	Transponder Refundable Deposit	$300
21.3	Architectural Control Form Damage Deposit	See Management Office for Construction Fees
21.6	Fee for Delay in Completion beyond 1 year	$200/week for weeks 53-57 $300/week for weeks 58-62 $500/week for weeks 63+

A schedule of Additional TKB Fees and Deposits is available in the Management Office

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I hereby certify that the foregoing is a true and correct copy of the original on file in this office JAN 28 2025
JUAN FERNANDEZ-BARQUIN, Clerk of the Court and Comptroller, Miami-Dade County
Deputy Clerk
Lisa Aguirre #308632