

**AMENDED AND RESTATED RULES AND REGULATIONS
OF**

The Georgian Condominium Association

These rules and regulations are condensations from the Georgian Condominium governing documents and current rules passed by the Board of Directors governing the manner in which the condominium property is to be used. They are basic to the condominium concept, which is to promote a safe, healthy, happy, and peaceful place to live, work and enjoy.

Authority for the adoption by the Board of Directors of rules and regulations is found in Article *11.4 Regulations* of the Declaration of Condominium; in *Section 4.2.5* of the Articles of Incorporation; and in *4.4 To Adopt Regulations* in the By- Laws.

Unit owners are responsible for assuring that their relatives, guests and lessees understand that they are subject to all rules and regulations of the Association. These Rules and Regulations were adopted by the Board of Directors of the Association on March 3, 2022 to be effective immediately.

The Board of Directors of the Association reserve the right to change or revoke existing rules and regulations and to 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 building and its occupants, to promote cleanliness and good order of the property and to assure the comfort and conveniences of the members.

Owners are requested to report violations of the Rules and Regulations in writing to the Community Association Office Administrative Assistant.

Violation of the Rules and Regulations, Declaration and By-Laws set forth may be subject to fines up to \$1,000.00 or reimbursement for costs incurred as a result of the infraction. Unit Owners shall be responsible to the Association for any damage done to the common elements by themselves, their relatives, guests and lessees.

In the event that any suit or action is instituted to enforce any provision of the Georgian Condominium governing documents including but not limited to the Declaration, Articles of Incorporation, By-Laws and or Rules and Regulations, the prevailing party in such dispute shall be entitled to recover all fees, costs and expenses of enforcing any right of such prevailing party, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

I. USE RESTRICTIONS / OWNER RESPONSIBILITIES

1. Unit Use. No Unit shall be used for any purpose other than as and for a *Single-Family* residence or dwelling.

2. Owner's Responsibility. Unit owners are responsible for damages caused by their own acts or omissions, as well as the acts or omissions of their families, guests, invitees or lessees.

It is the responsibility of unit owners or their agents to inform guests of these rules and regulations, to provide tenants with a copy of these rules and regulations and retain a signed copy of receipt of the rules and regulations from every tenant.

No repairs that are the association's responsibility shall be made or authorized by any unit owner on behalf of the association. If such a repair is needed, the President of the Board of Directors should be notified immediately for a determination.

3. Maintenance, Repair/Replacement, Renovations, and Alterations. In connection with his Maintenance obligations, the unit owner has the responsibility to *obtain the prior written approval of the Association*, though the Board, before performing any Maintenance which requires: changes or alterations to the physical appearance of the Condominium property visible from any exterior vantage; excavation; access to the building roof, removal, modification or relocation of any interior partitions or walls, whether load-bearing or not; relocation of cabinets or appliances, relocation of utility, plumbing, or electrical installations or fixtures or ductwork.

Contractors must be insured, and properly licensed. Appropriate permits must be obtained. Insurance certificates and copies of permits must be submitted to the office prior to work beginning. Contractors must register with the office and sign in and out on a daily basis at the register in the lobby and they shall use only elevators #1 and #3 prepared with wall padding. Daily work (Monday through Friday) must be performed between the hours of 8:00 a.m. and 5:00 pm.

Construction agreements must include instructions to contractors that all debris is to be removed from the property on a daily basis. Building dumpsters are not to be utilized for this purpose. Only elevators 1 and 3 (with padding) are to be used.

Unit Owners intending to make alterations to a Unit, Common Element, or Limited Common Element shall complete the UNIT OWNER'S INTENT TO MAKE ALTERATION FORM. The form can be obtained from, and shall be submitted to, the Office. The Board will respond to the request within ten (10) days of receipt.

4. Annual Assessments. Notice of the amount of the annual assessment to be paid to the Association will be received by all unit owners during the month of December. The notice will state the amount of quarter annual payments to be made on or before the due dates of January 1, April 1, July 1, and October 1, of the following year. Any payment not received by the Association within the ten-day period following the due date may be subject to a late fee not to exceed 5% of such assessment, or such maximum amount as may be allowed by law. Unpaid assessments are also subject to acceleration of the entire balance due for the full year at the discretion of the Board.

5. Sale or Other Transfer. The Unit Owner shall notify the Board thirty days (30) prior to closing and provide the Board with an executed copy of the purchase contract. Each adult named as buyer in the contract must submit a \$150 non-refundable application fee for the required background check. The Condo requires an interview with individuals named in the purchase contract. The Association has thirty (30) days from the receipt of notice and all required information to approve or disapprove the proposed buyer. The Association shall give the Unit owner written notice of its decision within said period.

If a Unit Owner is to acquire his/her title by gift, inheritance or through other succession laws, the continuance of his/her ownership of the Unit shall be subject to the approval of the Board including background check and interview. A certified copy of the instrument evidencing the Owner's title should be presented to the Condominium Office.

6. Leasing. All leases must be in writing. Thirty days (30) prior to leasing or renting a unit the Unit Owner(s) shall complete and submit to the Association Administrative Assistant, the APPLICATION FOR PROPOSED LEASE and a copy of the written lease agreement. In addition, a \$150 non- refundable application fee for each adult named in the proposed lease shall be submitted for required background check. The Association has thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed lessees or resident. The Association shall give the Unit owner written notice of its decision within said period

No individual rooms may be rented, and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. No Unit may be leased more than one (1) time per calendar year for a minimum lease term of six (6) months and one (1) day.

II. COMMON ELEMENTS

Common elements and Limited Common elements such as balcony shall not be updated, decorated, or painted, by any unit owner without obtaining written consent of the Association.

No smoking in any common area. Smoking in the balconies is permitted but proper receptacles must be used to discard cigarette and cigar butts.

Street attire or bathing attire with shoes and shirt or cover-up must be worn in the lobby, elevators, and all common areas except the pool area. People wearing dripping wet bathing suits or in bare feet are not permitted in indoor common areas specifically when entering elevators and common bathrooms.

7. Laundry Facilities. Laundry facilities are for personal use by residents ONLY. Use the machine on your floor unless the machine is out of service. Do not remove others' laundry from the machine and remove your laundry promptly when the cycle is complete. Do not wash rugs or extremely heavy material in the machines. Dryer lint can cause a fire if not cleaned out. Clean the machines after use including the dryer lint filter.

8. Trash. A trash chute located in the laundry room of each floor should be used exclusively for the disposal of garbage. All garbage placed in trash chutes must be securely tied in a plastic bag. No metal or over-sized articles may be disposed down the chute.

A Recycle container is located in each laundry room. This is "single-stream" recycling, separation of recyclable material such as cans, bottles, paper, etc. is not required. A list of recyclable materials is posted in each laundry room.

Pizza boxes, or other bulky, oversized items must be taken to the garage and put in the trash dumpster located in the basement parking garage at the corner of each elevator. Cardboard boxes **MUST** be broken down and placed inside or behind the garbage bins.

Large items such as furniture, toys, small appliances, or carpets should be placed in the basement only on **Tuesdays or Wednesdays**, for removal by a contracted service. A \$150 to \$300 fee will be paid to The Georgian Condominium for the removal of these items by the outside contractor. Contact the office to notify them that you need this service and pay the fee in advanced.

Construction debris of any kind is prohibited in trash chutes and dumpsters

9. Packages delivered at the front desk. The front desk will notify residents of packages received via e-mail or text. All residents must have in building-link a current email or phone/text on file. Packages shall be picked-up within 24-hours of notification. After 24-hours packages will be returned to sender.

Dry cleaning and laundry from or to the processor will not be handled under any condition by the front desk.

Food delivery or fresh produce will not be accepted by the front desk. These deliveries will go directly to intended unit and left at the door in the absence of the resident.

10. Social Rooms. The Georgian Condominium has two social rooms. These rooms are used for the social activities of the residents and for membership meetings and other business of the Association. The room may be used by residents at any time when not in use for private parties for which reservation was made ahead of time.

To reserve these facilities, contact the Condominium Office and complete a written application with required \$200 for a refundable deposit and \$50 for cleaning fees. Reservations are first come-first served. A charge will be made for the cost of repairing any damage to the premises or contents. These charges will be deducted from the deposit, and the remainder returned to the resident reserving the room. If the total charges exceed the amount of the deposit, the excess must be paid.

At no time may anyone carry food or drinks into the pool deck.

11. Pool and Pool Area. The Pool is for the enjoyment of owners, renters, and guests. The Pool is open from 7 A.M. or sunrise to sunset seven (7) days per week (unless closed for maintenance). The Pool has a maximum capacity of 6 individuals. Alcoholic beverages of any kind are not allowed in the Pools or the Pool areas. No Food is allowed in the Pool. Non-alcoholic beverages are allowed in the Pool area but **MUST BE** in spill-proof, non-glass/plastic containers.

Children under 12 years of age **MUST** have adult supervision. Swim diapers are required for children not toilet trained or for anyone who suffers from incontinence. No Diving. No Running on wet deck. No jumping into Pools.

No Lifeguard is on Duty. A safety hook and two lifesavers are provided at each Pool for emergencies. In case help is needed call 911.

Pool Etiquette. Shower before entering Pool. Do not swallow the pool water. Do not use the Pool if you are ill with diarrhea. Please be courteous of your fellow neighbors and guests both within and outside of the Pool areas. Please keep loud music, voices, and noises to a minimum. In addition, no smoking is allowed in the Pool areas when others are present. Protect pool chairs with a towel when used in swimsuits or when using suntan lotion/oil.

12. Gym and Sauna Rooms. Minors are not allowed in these rooms, unless accompanied by an adult. The gym is unattended, and residents are asked to clean the equipment after use with the wipes provided. Weights shall be put back in their place after use. Wash hands before and after your session is complete.

Max two (2) people or one (1) family unit are allowed at the gym at the same time. Max time per session is one (1) hour a day and residents must register at the security desk on a Gym logbook to reserve time.

The sauna room shall be used in accordance with the posted rules.

13. Balconies. Balconies are limited common elements appurtenant to the units. Balcony floor coverings need to be approved by the Board. Carpeting and tile are no longer permitted to be installed on balconies. If you currently have tile installed on your balcony you are required to maintain the grout, and have it sealed on a yearly basis. As of March 1st, 2022, any concrete problems of any type, including cracks or spalling issues which develop as a result of balcony tile installation is the responsibility of the unit owner including any cost or expense necessary to repair.

Balconies may include patio furniture such as table, chairs, and outdoor couches. Potted plants are allowed but they may be no more than four (4) feet tall. Plants must be well kept and not overgrown.

Owners may not drill into the concrete of the building to hang items. In the event an owner drilled into the concrete of the building they will be responsible for the cost of repairing the concrete. Any impact it may have to the concrete will be the unit owner's responsibility to repair.

No gas or electric grill may be used or stored on balconies. No refrigerators may be used or stored on balconies. No cigar or cigarette butts may be discarded from balconies or anywhere on the common grounds.

Ensure all furniture on balconies are secure at all times. During hurricane season, with notice from Board of Directors of pending storm or during extended periods of time away (7 days or more), ALL items MUST be removed from unit balconies and placed inside your unit. **DO NOT tie any items to the balcony panels or balusters.** If at any time an item is left on the balcony and cause damage to the building, unit, other units, or a person, the unit owner will be responsible for all damages.

The Georgian Condominium personnel are not responsible for ensuring unit owner balconies are cleared off during hurricanes.

14. Hurricane Shutters/Hurricane Impact Windows and Doors. Shutters are no longer permitted. Owners who already have shutters installed in their unit are responsible for the maintenance, and repair of their existing shutters (including caulking and fasteners). Shutters must be maintained by owners in an aesthetically pleasing, mechanically sound and code compliant manner. Owners are responsible for closing shutters prior to any weather-related situations.

Should shutters need to be removed during balcony restoration, painting or incident to any other maintenance, repairs or replacement of common elements, the owner will remove, store and re-install existing shutters at their sole cost and expense. The Association shall not be responsible for any shutters that are broken or otherwise not capable of being replaced after removal.

The Association will approve the installation of Hurricane impact windows. However, owners need to obtain a permit from the city of Miami Beach for their installation. Also, they need to file with the office the name of the company licensed and insured for this work.

15. Storage. The Georgian Condominium has only two (2) storage rooms for unit owners – tenants are not allowed to use the storage room. Storage rooms are located in the PH across the laundry rooms and have very limited spaces for suitcases and small items. Unit owners may obtain the key to the Storage room from the Office. Everything left in the storage room must be marked with the unit number and name of owner. Periodically the Association will make sure storage in these rooms comply with these rules and will remove anything that is not marked as per Fire Department instructions.

Do not store combustible or flammable material including aerosol cans, paint, cleaners, gas containers, charcoal, etc. or any other hazardous materials.

16. Garage/Vehicle Parking. Both assigned and unassigned parking spaces may only be occupied by authorized types of motor vehicles. Authorized types of motor vehicles mean passenger cars, minivans, motorcycles with proper mufflers, SUVs, and non-commercial pickup trucks up to 1-ton (open bed pickup trucks must have a covered cargo bed when it contains

materials). Authorized vehicles shall not adorn signs or advertising of any kind (dealer names on license plate frames and the like are exceptions).

Authorized vehicles must be validly licensed, registered with the Georgian Condominium office, and insured, as well as in good operating and physical condition. No motor vehicle shall be parked anywhere other than in designated parking areas and shall exhibit the Georgian Condominium Decal on the lower left of the front windshield.

A resident may use his/her designated parking space for visitors or while using a rental car. In this case the visitor or rental car must be registered with the Security Guard.

The Condominium was built with a total of one (1) parking space per unit. Therefore, there are no exceptions to the above rule.

Owners that do not have a vehicle and wish to rent the assigned parking space to another building resident may do so. ***No one is allowed to rent its parking space for cars that are used for commercial purpose or for the use of non-residents.*** Vehicles that are used primarily for commercial purposes are not allowed to park on site.

Visitors parking spaces shall be available for use by any of the owners' guests for a \$5.00 fee. **Service providers** will be accommodated on an open-availability basis at no fee. Service vehicles are permitted on the premises during daylight hours only.

Please observe the following:

- Owners must park in their assigned spaces only, not in visitors parking spaces.
- Owners must display their Georgian Condominium parking tag from the lower left, front windshield

Boats on trailers, camper trailers, and RVs may not be parked in the parking garage at any time.

When there is need to do any maintenance work in the garage area, Unit owners must make arrangement to facilitate moving within forty-eight (48) hours of notice by the association, any vehicle that they have, or have allowed to be parked in either an assigned or unassigned parking space. ***The association will move, at the owners' expense, any vehicle not moved within forty-eight (48) hours.*** In case of an emergency the association will move, at the owner's expense, any vehicle that cannot be immediately moved by the owner from either assigned or unassigned parking spaces. Out of state owners with vehicles parked in the garage should leave an extra car key with the Security to avoid any charges in case of an emergency.

No combustible or flammable material, including aerosol cans, paint, cleaners, gas containers, or other hazardous materials are allowed to be stored in the garage.

Electrical outlets in the garage area are not for owner use. Accommodations for electric cars will be made with permission of the Board and at the cost of user.

17. Bicycle Rack. The Condominium Association will provide bicycle racks for storage of registered Bicycles. Bicycles stored in the bike racks must be tagged with the unit name and number. Any bicycle not tagged will be removed and thrown away without notice. Bicycles stored in the bike rack should be neat and well kept. Bicycles that are rusting or have flat tires will be requested to be fixed or removed.

The Condo Association is not responsible for lost, stolen or damage to personal belongings.

18. Elevators. Elevator #1 in the West Tower and Elevator #3 in the East Tower will be prepared with wall padding for the delivery of large items (e.g., furniture, appliances, construction materials, etc). Please contact the Security Guard at least 24 hours in advance to ensure that protective padding is installed. Anyone moving in or out of the building needs to reserve the elevator with the Security Guard since no more than one moving (in or out) of each building will be allowed.

Please observe the following:

- Children under 10 must be accompanied by an adult in the elevators.
- Smoking or carrying of lighted tobacco in elevators is prohibited by law.
- During a public health emergency or pandemic masks must be worn inside of the elevators.

19. FOBS: The Association has instituted a key fob (“Fob”) system for accessing the common elements of the condominium in an effort to enhance the condominium living experience and to provide better security for the condominium.

Unit owners of record pursuant to a deed or similar document recorded in the Official Records of Miami-Dade County, Florida, are entitled to purchase a Fobs at a cost of \$50.00 dollars each. Also, if the Fob is in any way, damaged, lost or stolen, the Owner will be required to submit a new Fob Application and pay \$50.00 dollars for a new Fob. All funds paid by an Owner for a Fob are not deemed deposits and therefore are not refundable even if the Fob is turned in/relinquished to the Association.

Owners are not permitted to assign or loan whether on a temporary or permanent basis the use of their Fob to another. All Fobs issued to an Owner will be registered to the Unit. They will also be registered to individual persons *such that the same person can have no more than one (1) Fob assigned to them*. In the case of minor children, the Fob will be assigned to the minor, but the adult Owner must complete the Fob Application and if appropriate, tender any payment on behalf of the minor.

Each person approved by Association to reside in a unit pursuant to a lease agreement (“Tenant” or “Renter”) *may obtain one (1) Fob for each person named in the lease* for use by them throughout the duration of the lease. In order to receive this Fob the Tenant must present a valid lease along with the Fob Application and a refundable deposit of \$50.00 (“Fob Deposit”) payable to the Association. If the Fob is in any way, damaged, lost or stolen, the Tenant will forfeit the deposit and will be required to submit a new Fob Application along with another refundable Fob Deposit. The Fob Deposit will be refunded within fifteen (15) business days of the Tenant returning

the Fob to the Association's office, if the Fob is in working order.

Tenants are not permitted to assign or loan whether on a temporary or permanent basis the use of their Fob to another. All Fobs issued to a Tenant will be registered to the Unit. They will also be **registered to individual persons such that the same person can have no more than one (1) Fob assigned to them**. In the case of minor children as these are usually not named in a lease as a lessee or renter, no Fob will be issued. The minor child can use the adult Tenant's Fob without this being deemed an assignment or loan to another.

If someone is going to occupy a Unit as a guest of the Owner or Tenant in the absence of an Owner or Tenant, they must obtain a Guest Fob. In order to receive this Fob the Guest must complete a Fob Application and provide a Fob Deposit to the Association.

Regardless of whether a person is seeking a Fob as an Owner, Tenant, Guest or for a Temporary purpose, a Fob Application must be completed and the requisite payment or Fob Deposit (if applicable) must be made to the Association.

20. Television antennas. External television antennas are prohibited. Private satellite dishes cannot be attached to any part of the building or structure nor be placed in any common area.

III. VISITORS/OVERNIGHT GUESTS

21. House guests must sign the register book in the lobby. No exceptions. Visitor's cars parked in the building must also show the 'visitors permit' on the front windshield.

22. Overnight guests, in the absence of the unit owner, must be registered, in writing, by the owner with the office prior to the arrival of the houseguests. The registration form will show each guest's name, home address, copy of ID, mobile telephone number, arrival and departure dates and vehicle information. Approval in writing must be received from the Association before arrival of overnight guests, and a fob need to be assigned specifically for the duration of the visit. The only exception to this rule is in the case of immediate family members, specifically sons, daughters, mothers, fathers, sisters and brothers.

23. Overnight Guests – owner or lessee present: The owner or lessee must register overnight guests with the Office and provide each guest's name, home address, copy of ID, mobile telephone number, arrival and departure dates and vehicle information (if any).

24. Overnight Guests – owner or lessee absent: The owner or lessee shall notify the Office in advance, in writing, providing each guest's name, home address, copy of ID, mobile telephone number, arrival and departure dates and vehicle information (if any). The owner or lessee shall be responsible for providing guests with keys and guests must sign at the Front Desk upon arrival. Guests shall not in turn invite other guests.

In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to

absence of payment for the right to occupy the premises, or other proof that the leasing provisions of the Association legal documents are not being violated.

Owners are responsible to ensure that all guests abide by the Georgian Condominium governing documents and rules and regulations.

IV. MISCELLANEOUS

25. If a unit owner will be gone for an extended period, the owner is responsible for notifying the Condominium Office of their return and departure. In addition:

- Supply the office with a key to permit access by Association personnel as necessary for emergencies during the owner's absence
- Provide the office with an a/c maintenance contract
- Ensure that water heater and main water valve are turned off.

26. Noise. Residents should be extremely considerate about making noises that might disturb other residents. Between the hours of 11:00 P.M. and 8:00 A.M., no residents shall play or allow to be played any sound generating device or create noise of any kind at such volume that it can be heard beyond the confines of their own unit. Owners are encouraged to inform other owners of any planned social gatherings within a unit that may result in elevated noise levels for a specific date and period of time, not to exceed 11:00 P.M.

27. Pets. No pets or animals of any kind may be kept or brought on any portion of the Condominium Property at any time. Any person who desires a reasonable accommodation to the Association's Pet Policy in order to obtain a service animal or an emotional support animal (ESA) as a result of having a physical or mental disability, shall notify the Association and provide the necessary documentation in order to evaluate the validity of the request.

If the Board of Directors grants a request for a reasonable accommodation to the Association's pet policy, the Association reserves the right to withdraw this approval at any time should the service animal or ESA become a nuisance to others, which includes, but is not limited to barking, biting, or aggressive behavior.

In addition to these Rules and Regulations, which may be amended from time to time by the Board of Directors, additional use restrictions are also contained elsewhere in the Condominium Documents.

V. FINES AND PROCEDURES. The Association, through its Board of Directors (the "Board"), shall have the authority to levy fines and/or impose suspensions to use the common elements, common facilities for a reasonable period of time as to any Unit owner and/or their relatives, guests, and lessees for any violation of any provision of the foregoing governing documents in accordance with the law.