

EXHIBIT "D-5" TO DECLARATION OF CONDOMINIUM OF THE LANDMARK, A CONDOMINIUM

RULES AND REGULATIONS

The successful and comfortable management of a condominium facility requires that we extend consideration, courtesy and respect to our residents, staff and guests and that we adhere to some basic rules to facilitate the common goal of insuring a safe and pleasant living environment. To achieve that end, the Board of Administration (also known as the Board of Directors) of The Landmark Club Condominium Association passed and adopted these Rules and Regulations at a meeting held on August 20, 2020. These Rules and Regulations become effective on August 20, 2020.

In developing and issuing these Rules and Regulations of the Landmark Club Condominium, the Board has included statements of policies as set forth in the Declaration of Condominium, Articles of Incorporation and Bylaws, as amended (known as the "Landmark Documents") as well as incorporating prior versions of our Rules and Regulations and other relevant materials and information.

The Board will periodically review these Rules and Regulations and will update same as warranted and welcomes constructive input and suggestions from residents. Additionally, the Board maintains the authority to grant waivers or exceptions from these Rules and Regulations upon review of a written request from a resident. However, any waivers, consents or approvals thus granted shall be revocable by the Board at any time and shall not be considered as a waiver, consent or approval of identical or similar situations concerning other residents without the written request and grant process being undertaken.

Furthermore, the Board maintains the authority to override any of these provisions and/or to establish new and reasonable Rules and Regulations on a temporary basis when an emergency has been declared by Federal, State, County or local entities.

As used in these Rules and Regulations, the terms herein shall have the meanings and definitions listed in the Landmark Documents. All other terms used in these Rules and Regulations shall be assumed to have the meanings attributed to them with the Florida Condominium Act.

We believe that compliance with these Rules and Regulations and the policies that they incorporate will enhance your and your family's living experience here at The Landmark. It is important, therefore, that you read these Rules and Regulations and that you keep them at hand for reference.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. AIR CONDITIONING & APPLIANCES: Unit Owners are required to notify the

Management Office before removing or replacing air-conditioning units or appliances (e.g. refrigerators, dishwashers, and washing machines). A Contractor who will be servicing and/or replacing appliances in a Unit is required to provide a certificate of insurance evidencing liability insurance in the amounts requested by the Property Manager prior to accessing the property and must be duly licensed and possess the appropriate permits from the City of Aventura. Such Contractors will be escorted to the service area by the Association's Maintenance Staff. Removal and installation of air conditioners and appliances requires wrapping the appliances to avoid any liquid dripping on carpets and marble. Drop cloths must be placed in front of the A/C closet during all air conditioning repair work.

Unit Owners are responsible for any water damage, which occurs as a result of their Contractor working on their air conditioner. Unit Owners will be responsible for any damage or cleanup to the Common Elements as a result of their Contractor being on the Property. A damage security deposit from the Unit Owner (or Lessee) in the amount of Five Hundred Dollars (\$500.00) will be required prior to the replacement of any air conditioner. Deposit monies must be received before replacement. At the completion of the repair work, a Post-Repair Sheet signed by Security, Maintenance or the Property Manager must be forwarded to the Management Office. Upon receipt of the completed and executed Post-Repair Sheet, the Association will return the security deposit to Unit Owner (or Lessee), less any amount to cover the stated damages.

Unit Owners are responsible for the general maintenance of their air-conditioning units to include, but not limited to, cleaning the condensation line and changing the air filters.

Additionally, Unit Owners are required to install and maintain water alarms for each of their air-conditioning units as well as for each hot water heater, a duty that includes battery replacement at least twice yearly. The Association strongly recommends that Unit Owners install water alarms next to all areas in their Units where water leakage is possible, including washing machines, sinks, refrigerators and commodes.

2. ATTIRE: Unit Owners, their Lessees, their families and guests are required to wear appropriate attire at all times when in any of the common areas, facilities or grounds of the building. In that regard, while common sense and an appreciation for societal norms are a guide here, more specifically shoes, shirts and cover-ups must be worn in all such areas as the garage, lobby, elevators, stairways, halls, etc.

3. BALCONIES: Residents are prohibited from hanging any items (cloths, clothing, rugs, mops, etc.) from the balconies, terraces, patios or windowsills. Residents are similarly prohibited from throwing items (cigars, cigarettes, trash, etc.) from their balconies, terraces, patios and windows and are prohibited from shaking items over or sweeping detritus from those places. Additionally, Residents must ensure that materials used to clean and/or wash their balconies, terraces, patios or windows do not impact their neighbors' property. Use of barbecues, fires, cooking devices or other items that emit smoke or dust are prohibited on those spaces. Furthermore, no outdoor television or radio antennae are permitted to be installed without written approval of the Association, an approval that may be withheld purely on aesthetic grounds at the sole discretion of the Association. No electrical wiring shall be installed on the balconies, terraces or patios nor can awnings, screens, screen enclosures, glass enclosures or any projections (including umbrellas and electrical fixtures) be attached to a balcony, terrace or patio. Carpeting and/or artificial turf may not be installed on these areas. Unit Owners and their lessees are prohibited from enclosing their balconies. Also, Residents must remove all loose and movable objects from their balconies, terraces, and patios when hurricane or violent weather warnings are issued. Similarly, all such items are to be removed when the Unit will be vacated for more than fourteen (14) days. (See Rules #5, 18, 25.)
4. BICYCLES, ROLLER BLADES, SKATEBOARDS AND OTHER MOTORIZED EQUIPMENT: Pursuant to the Association's Bicycle Registration and Storage Policy, all bicycles must be kept within the building's Bike Room, secured with a lock, and have a registration label obtained from the Management Office affixed thereto. Residents are prohibited from transporting their bicycles in the elevators and must comply with all the other provisions of that Policy. Bicycles, rollerblades, skateboards, hover boards and drones shall not be used in the garage. Skateboards must be carried off the property to the public sidewalk before using. The use of hover boards, skateboards, mopeds, scooters, motorized drones or other drones, remote-controlled cars or aircraft are not allowed on the Condominium Property. (See Rule #9.)
5. CHILDREN: Residents are required to exercise reasonable and otherwise age-appropriate supervision of their and their guests' children at all times and throughout all the Condominium's property. Children are not to use the Condominium's walkways, corridors, driveways, lounges, stairways or garage as a playground, nor should they be permitted to interfere with the operation of the elevators. Children under the age of fourteen (14) must be accompanied by, and under the supervision of, an adult when in the Exercise Room, Billiard Room, Club Room, Card Room, Business Center, Tennis Court, Pool Deck, Sauna or Steam Room. Because of health considerations, under no circumstances are children under the age of fourteen (14) permitted to use the Jacuzzi (hot tub). Children under the age of eighteen (18) must be accompanied by, and under the supervision of, an adult while on the property adjacent to the Atlantic Intracoastal Waterway. (See Rules #6 & 36.)

6. CLUB ROOM, CARD ROOM & BILLIARD ROOM: The Security Staff maintains access to these three rooms, with the entrance keys available at the front desk. Security will maintain a log of Residents requesting use of these spaces and will inspect the rooms for damage before and after any use. Individuals under the age of fourteen (14) must be accompanied by an adult for entry into and use of the Billiard Room. There shall be no parties held in the Billiard Room. The Club Room and Card Room can be used for parties upon making a reservation with the Management Office. Any party in the Card or Club Room requires a refundable party security deposit of Two Hundred Fifty Dollars (\$250.00) and a non-refundable setup and cleanup fee of One Hundred Dollars (\$100.00) per room. At the completion of a party, a Post-Event Sheet signed by Security, Maintenance or the Property Manager must be forwarded to the Management Office. Upon receipt of the completed and executed Post-Event Sheet, the Association will return the party security deposit to the Unit Owner (or Lessee) minus any monies necessary to reimburse the Association for stated damages. Usage of these rooms are allowed on a first-come, first-served basis with only a single event accommodated in either room at any one time for a period of Twenty- Four (24) hours. The Club Room capacity is seventy-five (75) people. The Card Room capacity is thirty-five (35) people.
7. COMMERCIAL PROHIBITION: The Landmark is a residential facility and no unit within the condominium may be occupied or used exclusively for a commercial or business purpose. While it is reasonable for residents to have a home office and/or to conduct some of their business efforts from their homes, the principle and primary use of our units is as a residence.
8. COMMERCIAL VEHICLES: No commercial vehicles, campers, mobile homes, motor homes, house or other trailers, recreational vehicles, boats or boat trailers, or commercial vans are permitted to be parked or stored at any place on the Condominium property with the exception of: 1) those locations identified and approved by the Board, and 2) those locations detailed in the Condominium Documents. The Board may otherwise limit the times and duration when such vehicles may be so stored and parked. While all trucks are generally included in the above prohibition, Unit Owners and Lessees who drive such vehicles (i.e., non-commercial pickups and SUVs) will be allowed to park in their assigned spaces within the garage as long as the size/dimensions of their vehicles so permit.
9. COMMON AREAS: Residents are expected to accommodate and cooperate with the Association, management and other unit owners, lessees and guests when the facilities and amenities in the common areas are being used. Smoking is prohibited throughout the common areas of the property to include the pool deck, lobby, tennis court, hallways, staircases, garage, clubroom, etc. Rollerblades, skateboards hover boards, drones, bicycles, electronic/battery-operated toys and the like are similarly not permitted in these common areas or in any other place inside the building.

10. COMPLIANCE WITH GOVERNMENTAL REGULATIONS: At all times, Residents will maintain their Units and adapt their conduct in compliance with all laws, zoning ordinances, codes and regulations as promulgated by any Federal, State, County or City governmental authority having jurisdiction over the Landmark Club Condominium and its property. Such compliance will include any provisions or guidelines issued by these authorities on a temporary or emergency basis.
11. DELINQUENT ACCOUNTS; COLLECTION POLICY: If any account is delinquent for any amounts owed to the Association (including monthly assessments, special assessments, any administrative late fees, interest, attorneys' fees and costs, fines or other lawful amounts due), the following specific policies and procedures shall be strictly enforced by the Association.
- A. If a Unit Owner fails to pay his or her monthly assessments by the tenth (10th) day of the month when due, one courtesy reminder notice shall be issued by the Association and late charges will be assessed.
 - B. If the account becomes delinquent by more than forty-one (41) days, the account shall be referred to the Association's attorney for collection, to include the filing of a claim of lien pursuant to the applicable statutory provisions, and the subsequent filing of foreclosure proceedings. The Association shall be entitled to recovery of the principal due, plus interest at the rate of eighteen percent (18%) per annum, any applicable administrative late fees, as well as any and all costs of collection, to include attorneys' fees and costs.
 - C. If a Unit Owner is in default, the Board may accelerate installments remaining for the fiscal year upon notice thereof to the Unit Owner and thereupon, the unpaid balance of the assessments shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery or the mailing of such notice to the Unit Owner.
 - D. Any payment or partial payments received on an account while the account is in collection shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.
 - E. If the Unit is occupied by a tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pays to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association. The tenant must pay the rental payments to the Association until the Association releases the tenant or the tenant discontinues tenancy in the Unit.

- F. The Association shall provide the tenant a notice, by hand delivery or United States mail, to the Unit address and shall mail written notice to the Unit Owner at the last registered address provided to the Association for said Owner. The tenant is immune from any claim by the landlord or Unit Owner related to the rent timely paid to the Association after the Association has made written demand. If the tenant paid rent to the landlord or Unit Owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period, and shall continue making rental payments to the Association to be credited against the monetary obligations of the Unit Owner until the Association releases the tenant, or the tenant discontinues tenancy in the Unit. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord.
 - G. If the tenant fails to pay the Association after written demand has been made, the Association may issue notice pursuant to Florida Statute and file a suit for eviction as if the Association were a landlord. The Association shall not otherwise be considered a landlord under Florida Statute, and specifically shall have no maintenance obligations there under.
 - H. If a Unit Owner is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association, the Association may suspend the voting rights of said member as permitted by Florida Statute Section 718.303(5).
 - I. If a Unit Owner is more than ninety (90) days delinquent in paying any monetary obligation due to the Association, the Association may suspend the right of the member or the Unit's occupant, licensee or invitee to use Common Elements or any other Condominium Property until the monetary obligation is paid in full, as permitted by Florida Statute, Section 718.303(4). All Owners, occupants, tenants and guests for the Unit shall be denied access to the recreational facilities, including but not limited to the swimming pool, tennis court, and fitness center.
 - J. No lease for the Unit shall be approved unless all amounts owed to the Association are paid in full as an express condition of such approval.
12. DELIVERIES & RECEIVING: The Receiving Area will be open on Monday through Friday from 8:00 a.m. to 4:00 p.m. to receive goods, packages and other items delivered by truck or other such vehicle. Receiving Area personnel will advise occupants of the

receipt of these items. As an exception to this general rule, pharmaceuticals, laundry, dry cleaning, floral arrangements and courier/messenger items are deliverable through the front entrance and can be held at Security and/or Valet if Unit occupant is unavailable to accept delivery. Deliveries (furniture and large packages) which require use of the service elevator must be arranged with the Management Office, a communication that must be forwarded at least twenty-four (24) hours in advance. Moving and Delivery companies are required to provide a certificate of insurance evidencing coverage in an amount to be determined by the Property Manager, with such evidence provided prior to accessing the Property. Saturday deliveries of goods and services (to include catering paraphernalia) are available by advance reservation only and may require a weekend delivery fee in addition to the demonstration of insurance coverage at the discretion of the Property Manager. Residents may not store items unattended in the Receiving Area nor are they to leave same in that area overnight. The Association is not responsible for loss, damage or theft of received items.

13. DESTRUCTION OF PROPERTY: Unit Owners, Lessees, their families and guests shall not mark, mar, damage, destroy, deface or engrave any part of the building or its facilities. Unit Owners shall be financially responsible for any such damage.
14. DOORS: Entrance doors to individual Units are to remain closed at all times except for required ingress and egress. With the exception of seasonal or holiday decorations and/or religious objects referenced in the applicable Florida statutes, nothing shall be placed on the exterior surface of an entrance door or upon its doorjamb. Occupants shall not use the designated fire doors for regular ingress and egress except during an emergency.
15. ELECTRONIC INTERFERENCE: No radio or television installation or other electronic equipment that interferes or disrupts with the television, radio or computer reception and performance of other Units may be installed or maintained in any Unit.
16. EMERGENCY ENTRY & KEYS: All Unit Owners, Lessees and other residents are required to provide the Front Desk with an entrance key for their Units. In case of any emergency originating in and/or threatening any dwelling, and regardless of whether the Unit occupant is present at the time of that emergency, the Board, or any other person(s) authorized by it, shall have the right to enter such dwelling Unit for the purpose of remedying or abating the cause of the emergency. If the Association has not been provided an access key and it becomes necessary to break the lock and/or otherwise force entry, the Unit Owner will be responsible for all damages to the lock and door. No Resident shall alter any lock, nor install a new lock, without the prior written consent of the Board. When such consent is given and a new lock installed, the Resident shall

provide the Association with a duplicate copy of the new key. No Unit Owner or other resident is permitted to add a second lock to their entry doors.

17. **EMPLOYEES:** Except when serving as an appointed or elected officer or director of the Association, no Resident may order or direct an employee of the Association or any individual employed by a firm working for the Association to perform any duties or undertake any work away from the Condominium Property. Except where specifically authorized by the Association or Board, no Resident shall direct, supervise or in any manner attempt to assert control over Association employees and/or management personnel. In no instance whatsoever shall any Resident direct any employee to leave the Condominium Property to perform personal errands or services. Any requests for employees to provide otherwise appropriate services are to be made directly to the management office and not to the individual employees or their immediate supervisors. Employees of the Association and of firms working for the Association may undertake services for residents during their non-duty hours provided that such services do not conflict or interrupt their Association related responsibilities.
18. **EXTENDED ABSENCE:** A Resident who is leaving the property for an extended period of time fourteen (14) days or more), must submit a form to the Management Office informing of their departure date, return date, telephone number where they can be reached in case of emergency and the name(s) of person(s) locally, who are responsible for their Unit in their absence. Forms are available at the Security Desk. Please make arrangements with the Post Office for the forwarding or holding of your mail. Please dispose of all garbage, trash and perishable items from your Unit and your refrigerator. Management suggests that you temporarily cancel your newspaper service and any other delivery service. (See Rule #3.)
19. **EXTERIOR APPEARANCE:** The exterior of the Condominium and all other areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner or other resident in any manner without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light-reflective material, hurricane or storm shutters, ventilators, fans or air-conditioning devices shall be used in or about the Condominium except as shall have been approved in writing by the Association. Storm shutters must meet exact specifications established by the Association. All storm shutters must be uniform in appearance. Installation of drapes or curtains visible from the exterior of Units shall have white or off-white, blackout-type liners used, which liners must be approved by the Association. If storm shutters are closed, no furniture or plants of any type, or any other objects, may remain outside the shutters. If electric storm shutters are being considered to be installed, all wiring must be through interior walls. Absolutely no outside electrical wiring is permitted.
20. **EXTERMINATOR:** For the convenience of our residents, pest-exterminating services are provided by the Association. While all public spaces and common areas are serviced on a regular basis, Residents must notify either Security or the Management Office to request service in their individual Units. Since Landmark employees are not allowed to

unlock a Unit for pest exterminating services unless prior written permission has been granted, Residents are responsible for ensuring that the Association has been provided the necessary authorization.

21. FACILITIES: All the Common Elements of the Landmark Club Condominium (the walkways, parking garage and parking spaces, recreational facilities, sidewalks, driveways, elevators, open spaces, lobby, hallways, etc.) are owned and are to be maintained and administered by the Association for the use and benefit of the Unit Owners of the Landmark Club Condominium. Authorized Lessees and guests may similarly use and enjoy all the facilities on the property. Any damage to the building, the common elements and/or associated fixtures and attachments caused by a Unit Owner, a Lessee or guest of a Unit Owner shall be the responsibility thereof and shall be repaired at the expense of said Unit Owner. (See Rule #13.)
22. FINES: In addition to any and all other remedies available to the Association, a fine or fines may be imposed by the Board upon a Unit Owner for failure of that Unit Owner, their family, guests, invitees, Lessees or employees, to comply with any covenant, restriction, rule or regulation herein or Articles of Incorporation, Bylaws or Declaration, provided the following procedures are adhered to:
 - A. Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing before the Fine Appeal Committee after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the Declaration, Bylaws, Articles or Rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association including any materials or documents provided by the Association's Grievance Committee or resident or staff initiating the matter.
 - B. Hearing: After the presentation by the Board of a summary of the matters contained in the Notice, the party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Fine Appeal Committee. A written decision of the Committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting. If the Committee does not agree with the fine, the fine may not be levied.
 - C. Fines: The Board of Directors may impose (and the Committee may approve) fines against the applicable Unit up to the maximum amount permitted by law. At the time of the recordation of this Declaration, the Act provides that no fine may exceed One Hundred Dollars (\$100.00) per violation or One Thousand Dollars (\$1,000.00) in the aggregate.

- D. Violations: Each separate incident, which is grounds for a fine, shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- E. Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- F. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- G. Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Unit Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Unit Owner or occupant

23. FOOD & BEVERAGES: Food and beverages may not be consumed or carried in an open container in the elevator, lobbies, hallways, and other Common Element areas of the property. As an exception to this rule, food and beverages may be displayed and consumed at an appropriately reserved event in the Card Room or Club Room. Additionally, food and beverages may be consumed on the pool deck outside the pool wet line.

24. GUESTS: Unit Owners and Lessees may have guests (family members, friends, etc.) temporarily reside with them at any time when that Owner or Lessee actually resides or is occupying the Unit. However, Unit Owners and Lessees must give written notice to the Management Office concerning any guest(s) who will have permission to occupy the Unit in the absence of the Unit Owner or Lessee ("Unescorted Guests"). Such notice must be submitted at least forty-eight (48) hours in advance of the arrival of the guest(s) and shall include the names and ages of all guests, actual arrival and departure dates of the guest(s) as well as all other information concerning those guests contained on the "Guest Registration Form." "Unescorted Guest(s) who occupy a Unit for more than fourteen (14) days are to be considered as potential Lessees and must comply with the provisions in #27. LEASES below to include (but not limited to) the submission of an application for occupancy, background check, lease approval and payment of a One Thousand Dollar (\$1,000.00) refundable security deposit."

25. HURRICANE PREPARATIONS: In the event of a hurricane or tropical storm, all residents must adhere to the directives and other information provided by management, which may include complying with mandatory evacuation notices issued by Miami-Dade County. Residents are responsible for removal of any items on their patios, terraces and balconies as well as for securing their storm shutters. If any items left on those terraces, patios, or balconies cause damage to the railings, railing glass, windows or door glass or

cause any other related damage to Condominium property, the Unit Owner will be responsible for such damages as well as for associated cleanup costs. Further, should the Association be required to take emergency action to secure a Unit due to unremoved items on the balconies, patios or terraces, the Unit Owner will incur a service fee of Two Hundred Fifty Dollars (\$250.00).

Unit Owners and Lessees who plan to be absent from their Unit during the hurricane season (May through November) and any Unit Owner or Lessee who otherwise intends to be away from the Unit for more than fourteen (14) days during the hurricane season must prepare for such absence by:

- A. Removing all furniture, plants and other items from the Unit's terrace, patio or balcony.
- B. Closing and securing all shutters.
- C. Shutting off the water supply in the kitchen, bathrooms and laundry room.
- D. Providing the Management Office with a telephone number and an email address where the Resident can be reached in their absence.
- E. Designating a firm or individual to be responsible for overseeing their Unit during any absence and furnishing the Association or Management with the name and contact information concerning that firm or individual. That firm or individual shall contact the Association or Management Office for permission, as needed, to enter the Unit, to address any damage, to install or remove storm shutters and to take other actions as may be required.

As noted, individual residents remain responsible for removing items and for securing storm shutters. While assistance with such efforts is typically available from Landmark staff and employees during normal circumstances, emergency responsibilities may limit such assistance until after working hours. And employees may be subject to mandatory evacuation edicts from their home, cities and counties. Residents are advised therefore to pre-plan for any such contingencies (See Rule #18)

26. INSURANCE: It is strongly recommended all Unit Owners (as well as Lessees) purchase a Homeowner Insurance Policy (HO6) to address theft, loss, damage, personal injury, etc. to and/or within the interior of their units. Such insurance would similarly address the type of damages as referenced in Item 25 – Hurricane Preparations.

27. LEASES: While a Unit Owner retains the right to lease the Unit, all leases require the prior approval by the Board of Directors of the Association. An Owner may not lease the Unit during the first twelve (12) months of ownership. Further, any rental or lease must be of the entire unit; no portion or subset of rooms or space within the unit may be leased.

No lease may be for a period of less than six (6) months or for a period of more than twelve (12) months. A Unit may be leased only one time during any twelve (12) month periods. For a six (6) month lease, a refundable deposit of Five Hundred Dollars (\$500.00) is required and One Thousand Dollars (\$1,000.00) refundable deposit is required for a twelve (12) month lease as security against any damages to the common areas. These deposits will be refunded at lease termination.

An application for occupancy must be submitted prior to the signing of a lease. The potential tenant(s) must appear before the Association's Screening Committee and secure its approval before completion of the process and the signing of the lease. The Association is authorized to charge a Lease Application Fee to each of the named applicants on the lease in the amount of One Hundred Dollars (\$100.00) for a background investigation. A fee of One Hundred Twenty Dollars (\$120.00) will be charged for an expedited background investigation. The Association is authorized to charge a Deposit of One Thousand Dollars (\$1,000.00) to be held as security for potential damages to the Common Elements of the condominium. As provided in the Association's Declaration of Condominium, no Unit shall be leased or rented without the prior written approval of the Board, which approval, however, may not be unreasonably withheld if the proposed tenancy does not otherwise violate that Declaration. **The Association may appropriately deny a lease if the Unit Owner has, within the last twelve (12) months incurred two (2) or more violations of the Declaration of Condominium of the Landmark, the Bylaws of the Association, the Articles of Incorporation of the Association and/or these Rules and Regulations.** No Lease for a Unit shall be approved unless all amounts due and owing by the Unit Owner to the Association are paid in full. A Unit Owner intending to lease a Unit shall give the Association thirty (30) calendar days' advance written notice of such intention. Such notice will include a copy of the proposed lease and any information concerning the proposed Lessee as the Association may require. Any Unit Owner receiving an initial payment in full of the term of the lease at the time of signing of their lease, will be responsible for submitting both Maintenance and Special Assessment payments to the Association in full at the execution of the lease and such payment shall become part of the lease agreement.

- A. Unit Owner intending to renew a lease for the Unit shall give the Association written notice of such intent at least thirty (30) calendar days prior to the expiration of the then- current lease. Such notice shall include a copy of the proposed renewal lease. It remains the Unit Owner's responsibility to ensure that all leases are current and that the Management Office is in possession of the current lease in its file. The Lessee is prohibited from subleasing and/or further assignment of the lease.

28. MAINTENANCE PAYMENTS/ASSESSMENTS: The Association, through its Board, has the power to periodically determine and fix the sums necessary to provide for the Common Expenses of the Condominium. The Association's monthly maintenance

payments or assessments are due from the first (1st) day to the tenth (10th) day of each month and are payable by mail, by hand delivery and by pre-arranged direct payments from a financial institution to the Management Office. Assessments, which are not paid on or before the tenth (10th) day of each month will be considered delinquent and shall bear interest at the highest rate allowed by law, but not exceeding eighteen percent (18%) per annum. Additionally, the failure to pay Assessments on or before the tenth (10th) day of each month shall entitle the Association to levy a Twenty-Five Dollar (\$25.00) late charge upon any one unpaid installment, and if such installment is not paid thereafter, the installment and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid or the installments remaining may be accelerated and become immediately due and payable in full and such sums shall bear interest at the foregoing stated rates. The Association may bring an action at law against the Unit Owner personally obligated to pay the same, may record a claim of lien against the Unit on which the Assessments and late charges are unpaid, may foreclose the lien against the Unit on which the Assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorney's fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any and prosecuting same, in such action shall be added to the amount of such assessments, later charges and interest secured by the lien. In the event a judgment is obtained, such judgment shall include all sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels. In the case of an acceleration, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Unit Owner whose installments were so accelerated, shall continue to be liable for the balance due by reason of such increase and special assessments against such Unit shall be levied by the Association for such purpose. In addition to the rights of collection of assessments stated in this Rule, any and all persons acquiring title to or an interest in a Unit as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Unit or the enjoyment of the Common Elements until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by the Association's governing documents or applicable Florida law. All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

- 29. MOVING IN - MOVING OUT:** All movers hired or otherwise employed to bring household furniture, boxes and other related items into and out of any Unit must be licensed and insured. Documents attesting to that licensing and insurance must be submitted to the

Management Office prior to any move. Residents must reserve the service elevator for all such moves by submitting a written notice to the Management Office and Receiving Security Desk at least five (5) days of the anticipated moving date. Any such move must be scheduled only during weekends (Saturday and Sunday) and only during the hours of 8:00 a.m. and 4:00 p.m. The Building Manager retains the authority and discretion to grant an exception to the timing of such moves.

In addition to the insurance that the moving company or personnel must possess, Unit Owners and/or Lessees are required to provide a damage security deposit in the amount of One Thousand Dollars (\$1,000.00) as part of the Move-In or Move-Out process. These deposit monies are to be provided before any move is scheduled. After the move is completed, Property Management staff will complete an inspection of the loading area, elevators, hallways and any other areas that might have been impacted. At that time, a Post-Move-In sign out sheet or a Post-Move-Out sign out sheet signed by Security or the Maintenance Staff or the Property Manager, will be forwarded to the Management Office. Upon receipt of the completed and executed form, the Association will return the security deposit monies to the Unit Owner, less any amount to cover documented damages.

- 30. NOISE:** As a general rule, all Unit Owners and Lessees (their families, friends, guests, employees, agents, visitors and others) shall conduct themselves at all times so as not to unreasonably interfere with the rights, convenience and comfort of the other occupants of the condominium. Stereos, radios, television sets, audio devices, computers and even conversations should be appropriately modulated with our neighbors in mind so as not to unduly disturb or annoy them, particularly during the hours of 11:00 p.m. and 8:00 a.m.

Similar consideration should be given when playing any musical instruments and/or when providing musical or vocal instruction. Any individual carpentry or home improvement activity should be limited to the hours when other repairs are similarly authorized. (See Rule #37.)

No flooring or floor covering other than carpeting, ceramic tile, marble or wood may be installed in a Unit unless upon specific written permission and approval by the Association. Any approved flooring or floor covering to be installed must be laid upon a sound proofing bed that itself must be installed and meet the standards of the Marble Institute of America, the Tile Council of America, the American National Standards Institute, as well as applicable local codes and standards. Flooring materials and their application, including a certificate of soundproofing, must be submitted to and receive the approval of the Association prior to installation.

- 31. OBSTRUCTIONS:** The sidewalks, entrances, driveways, passages, patios, courts, elevators, Vestibules, stairways, hallways, corridors, walkways and all Common Elements shall be kept open and otherwise free from obstructions of any kind and of any manner. Rugs, carpets or mats are not to be placed outside any doors, on walkways, hallways or corridors. No personal property of any kind shall be placed or stored in the Common Element hallways of stairways or corridors. No signs, notices or advertisements shall be inscribed or posted on or at any window or other part of a Unit.

No item or device of any kind shall be projected out of any window in the Condominium. No radio or television aerial, dish or antenna shall be attached to, or hung from, the exterior of the Condominium or the roof thereof or from any Unit or Unit balcony.

- 32. OCCUPANCY:** A condominium Unit at The Landmark is intended for use only for single-family residential purposes for the Unit Owner, the owner's family, guests, lessees, licensees and/or invitees. All such residents occupying the Unit must be identified and registered with the Association whether the Unit is owned by an individual, a corporation, a partnership, a trust or other similar entity. Under no circumstances may more than one family reside in a Unit at one time. In no event (other than "temporary occupancy" by guests) shall occupancy exceed two (2) persons for each bedroom contained in the Unit, including convertible portions of any unit. The term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed thirty (30) consecutive days. As used herein, "family" (or words of similar import) shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren, or a group of natural persons related to each other by blood or legally related to each other by marriage or adoption. As used herein, "guests" (or words of similar import) shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors, a person(s) occupying a Unit for more than thirty (30) consecutive days without the Unit Owner or a member of his family being present, shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of these Rules (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of the Association's Rules and documents which apply to lessees.

As regards Units owned by a corporation or other similar non-individual entities, such units may be occupied only by the following persons and that person's family: an officer, director or designee of the corporation as listed in the corporate documents or otherwise documented via formal corporate resolution; a partner or designee of such partnership, which is listed in the partnership documents or documented via formal resolution of the partnership; the fiduciary or beneficiary of such trust; or permitted occupants under an approved lease of the Unit established by such listed entity. In all such circumstances, copies of the corporate documents, corporate resolutions, partnership documents and resolutions, trusts and fiduciary designations and the like that designate and otherwise identify approved and potential occupants of the Units must be provided to the Association at the time of the purchase or lease approval process. Changes to that list of approved residents/occupants must be timely forwarded to the Association.

- 33. PARTIES:** Unit Owners and Lessees may use certain venues within the property for parties and similar events. To reserve the Card Room, Club Room or Pool Deck for an event/party, a reservation request form must be filled out and filed with the Management Office during regular working hours (Monday - Friday). That form must indicate the date and starting time for the event, its expected duration, and the number of guests expected and the names of those guests. A Release of Liability to Condominium Association must be completed and signed by the Unit Owner/Lessee host. Further, all reservations must

be accompanied by a Two Hundred Fifty Dollar (\$250.00) refundable security deposit as well as a One Hundred Dollar (\$100.00) setup/ cleanup fee per room. (The Association reserves the right to make adjustment to the amount of that fee based upon the number of guests anticipated.) At the completion of the event, a Post-Event Sheet signed by Housekeeping will be forwarded to the Management Office. Upon receipt of this form, the Association will return the fee to the Unit Owner or Lessee less any amount required to cover needed repairs, damages or excess cleanup and the labor necessary to address same. The Association maintains the right to seek additional monies above and beyond the fee provided, if the damages, costs and other circumstances so require.

Furthermore, the Unit Owner or Lessee must be present throughout the duration of the event and is responsible for the actions and behavior of all guests. When the event is planned for minor children, an adult must be present at the event at all times; when the event is planned for children under the age of fourteen (14), the event must be supervised by one (1) adult for every five (5) children.

Event guests must utilize valet parking, with the Unit Owner or Lessee host required to coordinate with Management Office to arrange for (and to pay) additional valet attendants when more than fifteen (15) guest vehicles are anticipated.

For purposes of this Rule, a gathering is to be deemed an event or party when it consists of eight (8) or more individuals. The Club Room and Card Room may have events scheduled at any day of the week from 12:00 p.m. until 11:00 p.m. Events at the Pool Deck/Barbeque can be scheduled from 11:00 a.m. — 10 p.m. on any day of the week. During National Holidays, the use of the Barbeque will only be allowed after 6 p.m. There is a non-refundable cleanup fee for the use of the BBQ based on the number of guests.

Only one (1) party can be accommodated per day and is permitted on a first-come basis and only one (1) party on the pool deck on any specific day.

34. PERSONAL CARTS, STROLLERS AND OTHER SMALL CARRIERS: Carts or other similar wheeled devices used to transport children, groceries, pets, boxes or other items must be of a proportionally small size and weight so as not to impede other passengers in the elevator cab and so as to protect our elevators, hallways, baseboards and doorframes. Valet personnel are otherwise available to assist and deliver groceries and other items. Valet is similarly to be used to transport luggage (other than carry-ons) from and to your Units. Valet carts are for use solely by the Valet Staff. Other restrictions regarding the use of the elevators are included within the Association's Elevator Policy.

35. PETS: All pets must be registered with the Association's Management Office by completing a Pet Registration Form upon an occupant's moving into the building or upon acquisition of the animal. The form requires a photograph of the pet and proof of Rabies vaccination. A pet or animal cannot weigh more than twenty (20) pounds to be maintained or harbored within a Condominium Unit. As required by Miami-Dade County,

all pets must be licensed and vaccinated against rabies or other detrimental diseases/conditions. No pet or animal that creates a nuisance to any other occupant shall be maintained or harbored within a Condominium Unit. A determination by the Board that a pet or animal maintained or harbored within a Condominium Unit creates such a nuisance shall be conclusive and binding upon all parties.

Further, patios, terraces or balconies shall not be used for pet toilet or toilet training facility. Dogs and cats shall not be permitted outside of their Owner's Unit unless the pet is attended by an adult and the pet is placed on a leash of not more than six (6) feet long. All pets must be physically carried by the pet's Owner or other supervising person through the hallways, Common Elements of the residential tower and parking deck. All pets and other animals are to be transported in the service elevator unless the service elevator is unavailable. Owners and lessees are prohibited from entering/exiting the building through the front door but must use the receiving door with their pets, unless the pet is hand carried, transported in a stroller or pet carrier. Pets are not permitted on the Pool Deck. Unit Owners and lessees shall pick up all solid wastes from their pets and dispose of same appropriately. Pet service stands around the community provide special bags to assist residents in picking up after their pet. Any resident maintaining a pet shall be fully responsible for, and shall bear the total expense of, any damages to the property resulting from the acts of the pet, as long as the pet meets the weight, licensing and vaccination requirements. (see Rule #10)

1. Service Animals and Emotional Support Animals: Pursuant to Federal and State laws, an individual requiring a Service Animal or Emotional Support Animal may secure an accommodation (relief or exception) from the pet rules detailed herein once they provide certain information as regards that needed accommodation. A form entitled "Request for Reasonable Accommodation" is available from the Management Office to facilitate the processing of such requests. Such specifically identified individual is the only person to be granted an exception from the rules and requirements related to pets and their possession. The person requiring the Service Animal or Emotional Support Animal shall meet any and all licensing requirements of Miami-Dade County and the State of Florida. (The animal must be immunized against diseases common to that type of animal.) The Emotional Support Animal must be carried, wheeled in a stroller, or on a leash at all times when present in the Common Elements, unless such accommodation limits and/or prevents such activities, thereby warranting a waiver or exception to this requirement. The care and supervision of the Service Animal or Emotional Support Animal is the sole responsibility of the animal's Owner. Any damage/injury to person or property (i.e. the Common Elements or Limited Common Elements) resulting from the Service Animal or Emotional Support Animal shall be the responsibility of the Unit Owner and lessee and/or the animal's Owner. It is the responsibility of the person requiring a Service Animal or Emotional Support Animal to properly dispose of all waste. Additionally, knowingly and willfully misrepresenting oneself as being qualified to use a Service Animal or Emotional Support Animal is a second-degree misdemeanor and may require the individual misrepresenting oneself to perform thirty (30) hours of community service for an

organization serving individuals with disabilities or for another entity as ordered by court and may similarly result in legal action against a physician for providing false or incomplete information in this regard.

2. A Pet, Service Animal or Emotional Support Animal must: (i) Not initiate contact with someone without their direct permission; (ii) Not display any aggressive behavior or disruptive noises, as determined by the Board (such as excessive barking, whining, growling or charging toward people) or (iii) Not block any aisle or passageway. The Association reserves the right to have an 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 Unit Owners to enjoy their dwelling.

36. PLUMBING: Toilets, water closets, bidets and other such plumbing are to be used only for the purpose(s) they were constructed. Sweepings, rubbish, rags, body wipes, diapers and other foreign substances shall not be thrown into or flushed out of these devices. The cost of any damage to our drainage and sewer systems, resulting from misuse of same, shall be borne by the Owner of the Unit causing the damage.

37. POOL & POOL DECK: Unit Owners, Lessees and their guests shall comply with the following set of rules and regulations and must at all times appreciate, recognize and accept that SWIMMING IS AT YOUR OWN INDIVIDUAL RISK:

- A. All persons must shower before entering the pool. Any person showing evidence of skin disease, open sores and evidence of bleeding, inflamed eyes, cold, nasal or ear discharge or any communicable disease shall be refused admission.
- B. Children under the age of fourteen (14) must be accompanied by an adult when at the pool. Because of health considerations, children under the age of fourteen (14) are totally prohibited from use of the Jacuzzi/Hot Tub. Children who are not yet toilet trained must wear Board of Health-approved swim diapers in any of the pools. Parents are responsible for the conduct and safety of the children when they are in the pool or pool deck area.
- C. Incontinent adults are required to wear diapers or similar items when using the pool.
- D. Floatation devices may be used in the pool only when their use does not interfere with the enjoyment of the pool by other occupants. Removal of such devices is at the discretion of the pool manager and flotation devices shall not be kept in the pool or deck area.
- E. Proper swimwear is required. Unit Owners and guests in bathing suits are requested to stay within the pool area. Cover-ups and shoes are required outside this area.

- F. Food and beverage items are allowed only behind the pool wet line (located ten (10) feet from the edge of the pool). Glass containers or breakable items are prohibited.
- G. Radios or sound-producing equipment require the use of earphones.
- H. Pets are prohibited at the pool deck. Roller-skating, skateboards, hover boards, drones, bicycles, electrical-operated toys, and similar items and devices are prohibited on the pool deck.
- I. No lifeguard will be on duty. Swimming is at your own risk. Diving or jumping into the pool is not allowed.
- J. Pool deck furniture may not be removed from the area.
- K. The Association has complete authority to refuse to admit anyone to the pool or pool area because of health reasons, intoxication, misconduct, or disregard for the Rules and Regulations.
- L. The pool and pool area shall be closed during inclement weather.
- M. No one is to use the pool when it is officially designated as closed. Pool hours are from 9:00 a.m. to 10:00 p.m.
- N. Lounge chairs must be covered with a mat and towel. Mats and towels are available from the pool attendant at no charge. Tipping is appropriate. Personal towels are only to be used for drying and not to be displayed or used on the lounges. Landmark-issued mats and towels are not to be removed from the pool area. If suntan oil is used, a beach towel must be used to cover pool and patio furniture.
- O. The use of the Barbeque is by RESERVATION ONLY and reserved only for residents of the Condominium. Reservations for the Barbeque must be made in advance at the Management Office during regular working hours (Monday — Friday from 9:00 a.m. to 4:30 p.m.). Only one (1) party is permitted at the Pool Deck per day and the maximum number of guests is 15. No parties can be held on Holidays until after 6:00p.m. There is a non-refundable cleanup fee based on the number of guests.

38. REPAIR WORK: No Resident shall make, or cause to be made, any structural modifications, alterations or replacements in the Unit without the consent of the Association. All Contractors who undertake work on the Property must be licensed and insured. Prior to the start of any work, the Contractor must submit a copy of their certificate of insurance and proof of workers' compensation insurance to the Management Office. If applicable, all work must be permitted by the City of Aventura.

Contractors and their personnel must log in with Security. No repairs will be performed within a Unit by any Resident, contractor, or subcontractor prior to 8:00 a.m. or subsequent to 4:00 p.m. No work will be performed on Saturday, Sunday or National Holidays. Construction-related garbage dumpsters are permitted on weekdays only. No construction-related garbage dumpsters will be allowed to remain on property for more than forty-eight (48) hours. Unit Owners are required to remit a construction security deposit in the amount of One Thousand Dollars (\$1,000.00) for the protection against damage of the Common Elements for all repair and/or renovation work. The construction security deposit must be received before any construction or work is to take place. Upon the completion of the repair work, Property Management Inspection and Association's assessment of damage will be complete. If no damage is assessed, the construction security deposit will be returned to the Unit Owner. Demolition work is limited to ten (10) working days. Demolition and any jack hammering or other similarly loud construction activity is restricted to the hours of 9:00 a.m. to 3:00 p.m. Total renovations and/or repairs must be completed start to finish in four (4) months unless otherwise approved by the Association's Board. Residents are responsible for any damage caused by transporting of construction materials or any other materials being moved to and from their Unit. All carpets or floors leading to a Unit that is under construction must be protected from the elevator door to the Unit door. For further information regarding this topic, please request the detailed outline of Contractor Rules available in the Association's Management Office.

39. ROOF: Unit Owners, their Lessees, their families and guests are not permitted on the Common Elements portion of the roof of the residential tower for any purpose whatsoever.

However, a licensed, insured contractor hired by the Unit Owner may go on the Common Elements portion of the roof for the purpose of maintaining or repairing skylights and mechanical equipment owned by the respective Unit Owner.

40. SECURITY: All Non-Residents, including but not limited to Visitors/Guests and Unit Owner employees, must show proper ID at Security Sign-in before they will be allowed into the Building. (See Rule #24.)
41. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except as deemed necessary by the Board. Notices, signs or advertisements may not be placed in the elevators, except by approval of the Manager.
42. SMOKE DETECTOR: Unit Owners are required to install and maintain at least one (1) smoke detector within their Unit. The maintenance and battery replacement of the smoke detector is the responsibility of the Unit Owner and should be performed at least twice a year.
43. SOLICITATION: There shall be no solicitation by any person anywhere in the Condominium for any cause, charity, or for any other purpose whatsoever, unless

specifically authorized by the Board. No letters, notices or solicitations of any kind are permitted to be placed under Unit doors without the prior approval of the Board.

- 44. STORAGE:** Any personal property of a Unit Owner or Lessee must be stored in their respective Units or in an assigned storage locker on the first floor of the building. Unit Owners are responsible for ensuring that nothing is placed within their Units or lockers that would create a fire hazard. No activity shall be undertaken of any item kept or stored, which will either increase the Association's insurance costs or cause such insurance to be cancelled. Any item belonging to a resident (including, but not limited to, garbage cans, doormats, flowerpots, tables, baskets, sculptures, paintings, flower arrangements, laundry supplies) cannot be placed, even temporarily, in the halls, staircase landings, vestibules, air-conditioning closets, meter room or any other such place other than within a Unit or storage locker. Storage lockers are to be secured with a lock supplied by the Resident. No items should be placed on top of the lockers and the surrounding areas are not to be used as a "dumping area" for unwanted items. The Association is not responsible for items stored in the lockers. The Association will randomly inspect the locker room and the lockers and will remove and dispose of items improperly stored.
- 45. STRUCTURAL MODIFICATIONS:** No Unit Owner shall permit any structural modification or alteration to be made within a Unit without first obtaining the written consent of the Association. Such consent may be withheld should the Directors determine, in their sole discretion, that such structural modification or alteration would affect, or in any manner endanger, the Condominium Property. If the modification or alteration desired by the Unit Owner involves the removal of any permanent interior partition, the Association will have the authority to permit such removal so long as the permanent interior partition to be removed is not a load-bearing partition and so long as the removal thereof would in no manner affect or interfere with the provision of utility services to any Common Elements.
- 46. TENNIS COURTS:** The Tennis Court must be reserved in advance with Security. The Tennis Court is available every day from 9:00 a.m. until 10:00 p.m. Lighting for night play will require a picture identification card to be left with Security, retrievable at the termination of play. Tennis Court use is limited to one (1) hour for singles and two (2) hours for doubles. The Tennis Court must be turned over to the next waiting group of players at the end of the time period. Tennis classes may not exceed one (1) hour. Children under the age of fourteen (14) must be accompanied by an adult to use the Tennis Court. All persons on the Tennis Court must wear sneakers that will not damage the court. The Tennis Court is to be used for the game of Tennis only.
- 47. TUBS & WATERBEDS:** No portable tubs, hot tubs or waterbeds are to be brought into the Units for any purpose whatsoever.
- 48. TRASH CHUTE:** All refuse, waste, bottles, cans, etc. placed in the trash chute, shall be securely wrapped in plastic garbage bags and sent down the trash chute in a container not exceeding the diameter of the chute. Trash chutes may be used only between 8:00 a.m. and 10:00 p.m. RECYCLE items are to be placed in the blue recycling container. Items to be placed in the recycling container include cans, bottles, plastic items, glass

containers, milk cartons, juice cartons, cereal boxes, aluminum pans or material, newspapers, paper and cardboard. Items too large to be placed in the trash chute must be taken to the main trash room located on the ground floor. Boxes should be broken down and folded flat. Guests and invitees must be instructed to adhere to these provisions. All construction debris removed from a Unit (i.e. carpets, tile, cabinets, window treatments, etc.) must be immediately removed from the property by the Contractor and under no circumstances is the trash chute to be used for construction debris. All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct.

- 49. VEHICLES & PARKING:** All Residents are required to register their vehicle with the Association's Management Office and to identify all residents of driving age, including lessees, who will be living in the Unit. Upon registration, the Residents will be provided with a copy of the Association's Parking Garage Policy, which details the process for securing the sticker necessary for entrance and egress from the property and the parking garage. That policy statement and its provisions are considered a part of, and thus necessarily integrated within these Rules and Regulations.

No vehicles in inoperable condition shall be parked or stored in any parking area. Parking areas are limited to use by those vehicles which can satisfy height, width and length restrictions established, from time to time, by the Association. All vehicles must be parked between the designated lines and pulled forward to the bumper curb. Motorcycles entering and exiting the garage should do so without creating a noise nuisance and follow the same parameters as vehicles. The unnecessary sounding of car horns for gate opening is not permitted. The speed limit in the garage is five (5) miles per hour. The Association and/or the Valet shall not be responsible for the damage of any nature to any vehicle on the premises, including dents, scratches, theft, and vandalism or from liquids leaking from pipes in the garage.

At no time may a vehicle remain on the ramp or at the front of the Building for more than fifteen (15) minutes. The key for a vehicle which has been left on the ramp must remain with Valet. If registered vehicles assigned to a Unit exceed the number of assigned parking spaces assigned to the Unit, the Unit Owner must use valet parking for the additional vehicles and will be charged a vehicle parking fee. Any vehicle left overnight, must pay a fee unless the Unit Owner has made previous arrangements to pay this fee. The additional vehicle parking fee may be changed from time to time at the sole discretion of the Association's Board.

Parking spaces are assigned a minimum of one (1) parking space per Unit. Unit Owners with additional assigned spaces may assign or lease the exclusive use of their space to another Unit Owner. Upon assignment, both Unit Owners shall immediately notify the Association, in writing, of such assignment or lease which notification shall be in the form approved by the Association. No horseplay, ball playing, racing, bicycle riding, skateboarding, rollerblading or games of any kind are permitted in the garage. The garage is ONLY for the storage of motor vehicles. No personal items may be stored.

Vehicles parked in violation of any of these rules may be towed at the Owner's expense. Self-Parking is not permitted for guests, domestic help, and service personnel vehicles.

Valet Fees are as follows:

- A. Thirty Dollars (\$30.00) per month for the first additional vehicle exceeding the number of assigned parking spaces assigned to the Unit.
- B. Fifteen Dollars (\$15.00) per month for each additional vehicle which exceeds the number of assigned parking spaces assigned to the Unit.
- C. Valet fees are payable to the Landmark Club Condominium Association and are to be delivered or mailed directly to the Management Office. Valet fees should not be paid to the Valet staff.

50. VIOLATIONS OF RULES AND REGULATIONS: Violations of these Rules and Regulations may be reported to the Property Manager by the person or persons having knowledge of the particular matter. Alternatively, violations may be brought to the attention of the Grievance Committee by the knowledgeable person(s) placing a note or other correspondence in the Committee's box that is available in the Mail Room. In either instance, the Manager or the Committee will investigate the matter and will address the violator directly as appropriate and as may be necessary. The matter may, however, be forwarded to the Board by either the Manager or the Committee for additional response or resolution, to include the imposition of a fine. (See Rule #22.) By purchasing or leasing a Unit, occupants and residents have agreed to abide by these Rules and Regulations. Unit Owners are likewise responsible for the compliance with these matters by their family members, guests, employees, agents, licensees and Lessees.

51. WINDOWS: No Unit shall have aluminum foil placed in any window or glass door or any reflective or tinting substance placed on any glass, except such as may be approved in writing by the Board for energy conservation purposes. The replacement of window or windows requires the prior written approval of the Board and all new window installations must meet the current Miami-Dade County and the City of Aventura building code specifications.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of THE LANDMARK, A CONDOMINIUM, and the Bylaws of the Association.

The foregoing Rules and Regulations are designed to make living for all Unit Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules are to be reported to the Association, which will call the matter to the attention of the violating Unit Owner, Lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board.

THE LANDMARK CLUB CONDOMINIUM ASSOCIATION, INC.

By:  As its President