
BRICKELLTEN

LEASE APPLICATION CHECK LIST UNIT #: _____

Brickell Ten Condominium Association

1010 SW 2nd Ave Miami, FL 33130

Resident(s) Name: _____ Lease Term _____ - _____

**ALL FEES ARE PAYABLE TO:
BRICKELL TEN CONDOMINIUM**

Visa, Mastercard and Discover also accepted

1. ☐ COPY OF LEASE CONTRACT
2. ☐ RESIDENT INFORMATION SHEET
3. ☐ COPY OF PHOTO ID
4. ☐ COPY OF STATE ISSUED VEHICLE REGISTRATION
5. ☐ PACKAGE RECEIPT AUTHORIZATION
6. ☐ ACCESS AUTHORIZATION
7. ☐ COMMON AREA SECURITY DEPOSIT FORM
8. ☐ MOVE IN/OUT REQUEST FORM
9. ☐ MOVE FEE - \$200
(NON-REFUNDABLE)
10. ☐ PET REGISTRATION FEE - \$200
(NON-REFUNDABLE)
11. ☐ APPLICATION FEE \$ 100.00
(\$50.00 FOR EACH ADDITIONAL APPLICANT)
12. ☐ COMMON AREA SECURITY DEPOSIT EQUAL TO ONE MONTH'S RENTAL FEE
(REFUNDABLE AT LEASE TERMINATION & INSPECTION OF COMMON AREAS)
13. ☐ SIGNED RECEIPT OF ASSOCIATION'S RULES & REGS
14. ☐ THIRD PARTY LEASE ADDENDUM
(LANDLORD AND TENANT SIGNATURE REQUIRED)

EVERY FORM IN THIS PACKAGE MUST BE COMPLETED AND ALL INFORMATION REQUIRED SHOULD BE PROVIDED. FAILURE TO PROVIDE A COMPLETE PACKAGE MAY DELAY APPROVAL FROM BRICKELL TEN CONDOMINIUM ASSOCIATION. THE COMPLETION OF THIS PACKAGE IS THE OCCUPANT'S RESPONSIBILITY.

PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL UPON RECEIPT OF COMPLETED PACKAGE.

Date received _____ Management Representative: _____

RESIDENT INFORMATION SHEET: UNIT #: _____

OWNER ☐ TENANT ☐ LEASE TERM: _____ - _____**RESIDENT INFORMATION** (Name(s) as they appear on Warranty deed or Lease)

Resident Name:		E-mail:	
Mailing Address:			
City:	State:	Zip Code:	Country:
Home Phone:	Cell:	Work/Other:	

OCCUPANT INFORMATION

Name (List everyone residing in unit)	Relationship to Resident(s)	Phone Number	Adult	Minor
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

EMERGENCY CONTACT

Name:		Relationship to Resident(s):	
Address:			
City:	State:	Email:	
Zip Code:	Cell:	Home Phone:	Work/Other:

Do you have a disability that would prevent you from exiting the building unassisted?

Should the elevators not be available?

Would you be able to walk down the fire exit stairwell if the elevators were not available?

Are you wheelchair bound?

☐ YES ☐ NO☐ YES ☐ NO☐ YES ☐ NO**VEHICLE INFORMATION**

ALL vehicle information must be provided

Owner of Vehicle	Year	Make	Model	Color	Tag Number	State

PET REGISTRATION

Name	Type of Pet/Breed	Color	Insert Photo(s) Below

SIGNATURES

I/We certify that I/we are the resident(s) of record for the above listed residence and the information given is true and correct.

Signature:		Signature:	
Name:	Date:	Name:	Date:

BROWN'S BACKGROUND CHECKS
CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER
Brickell Ten Condominium Association Inc.

I understand that you may obtain consumer reports that relate to my credit and/or criminal history. This information will, in whole or in part, be obtained from AISS, a Sterling Infosystems Company, 6111 Oak Tree Blvd, 4th floor, Independence, OH 44131, telephone 800.853.3228. I understand that you may be requesting information from various federal, state and other agencies or institutions, which maintain public and non-public records concerning my past activities relating to my credit and/or criminal history. This information will be reviewed by the Association and may be reviewed by a unit owner if it's a rental.

I authorize, without reservation, any party, institution, or agency contacted by AISS to furnish the above mentioned information:

_____/_____/_____
Applicant Name Date of Birth* Social Security Number
*Date of Birth is requested in order to obtain accurate retrieval of records.

_____/_____/_____
Co-Applicants Name Date of Birth Social Security Number

Alias/Previous Name(s)

Current Physical Address City & State Zip code

☐ **California, Minnesota & Oklahoma Applicants Only:** Please check here to have a copy of your consumer report sent directly to you.

Notice to CALIFORNIA Applicants

Under Section 1786.22 of the California Civil Code, you have the right to request from AISS, upon proper identification, the nature and substance of all information in its files on you, including the sources of information, and the recipients of any reports on you, which AISS has previously furnished within the two-year period preceding your request. You may view the file maintained on you by AISS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone.

SIGNATURE _____ DATE _____

Co-Applicant
SIGNATURE _____ DATE _____

Brickell Ten Condominium Application

Prospective New Address :

Applicant Information

Name:		Drivers License #:	
Date of birth:	Phone:	SS#:	
Current address:			
City:	State:	ZIP Code:	
Own Rent (Please circle)	Monthly payment or rent:	Dates:	
Landlord name:		Landlord phone:	
Landlord address:			
Previous address:			
City:	State:	ZIP Code:	
Owned Rented (Please circle)	Monthly payment or rent:	Dates:	
Landlord name:		Landlord phone:	
Landlord address:			

Employment Information

Current employer:			
Employer address:			Dates:
Phone:	E-mail:	Fax:	
City:	State:	ZIP Code:	
Position:		Annual income:	
Supervisor:	Other Income Source:	Other Income \$:	

Previous Employment Information

Previous employer:			
Employer address:			Dates:
Phone:	E-mail:	Fax:	
City:	State:	ZIP Code:	
Position:		Annual income:	

Emergency Contact

Name of a person not residing with you:			
Address:			
City:	State:	ZIP Code:	Phone:
Relationship:			

Co-applicant Information (if married)

Name:		Drivers License #:	
Date of birth:	Phone:	SS#:	
Current address:			
City:	State:	ZIP Code:	
Own Rent (Please circle)	Monthly payment or rent:	Dates:	
Landlord name:		Landlord phone:	
Landlord address:			
Previous address:			
City:	State:	ZIP Code:	
Owned Rented (Please circle)	Monthly payment or rent:	Dates:	
Landlord name:		Landlord phone:	
Landlord address:			

Co-applicant Employment Information			
Current employer:			
Employer address:			Dates:
Phone:	E-mail:		Fax:
City:	State:	ZIP Code:	
Position:	Hourly Salary (Please circle)	Annual income:	
Additional Occupants			
Name:	DOB:	Relation:	
Name:	DOB:	Relation:	
Name:	DOB:	Relation:	
Financial Information			
Do you have a checking account:	Yes No	Bank / State :	
Do you have a savings account:	Yes No	Bank / State :	
Do you have credit card debt:	Yes No	Cards & Debt Amount:	
Have you ever:			
Filed for bankruptcy:	Yes No	State / County / Year:	
Been convicted of a felony:	Yes No	Describe:	
Been evicted from a rental:	Yes No	Describe:	
Defaulted on a lease:	Yes No	Describe:	
Been served a late rent notice:	Yes No	Describe:	
Other Information			
Do you have renters insurance:	Yes No	Company:	
Do you have a water bed:	Yes No	Do you have insurance: Yes No	
Do you have a history of drug use:	Yes No	Describe:	
Do you own pets:	Yes No	Number of Pets:	Type:
Do any proposed occupants smoke: Yes No			
Have you ever broken a lease:	Yes No	Describe:	
Why are you moving / were you asked to move:			
When would you be able to move in:		How long do you expect to stay here:	
Vehicle Information			
Vehicle 1 Make:	Model:	Year:	Color:
Plate #:	State:	Financed: Yes No	Payment \$:
Vehicle 2 Make:	Model:	Year:	Color:
Plate #:	State:	Financed: Yes No	Payment \$:
Do you have any commercial or recreational vehicles (RV, campers, boats, motorcycles, etc): Yes No			
List:			
Personal References (list at least two)			
Name:	Phone:	Relation:	
Name:	Phone:	Relation:	
Name:	Phone:	Relation:	
Agreement & Authorization			
<p>I warrant, to the best of my knowledge, all of the information provided in this Application is true, accurate, complete and correct as of the date of this Application. If any information provided by me is determined to be false, such false statement will be grounds for disapproval of my Application or termination of my Lease with Owner. I hereby authorize Brickell Ten Condominium to verify the information provided and obtain a credit report on me. I understand that this requires a \$100 non-refundable fee per applicant (\$50 non-refundable fee per additional applicant).</p>			
Signature of applicant:			Date:
Signature of co-applicant:			Date:

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Credit Card Authorization

I, _____, authorize use of my credit card for the sole purpose of Brickell Ten Condominium Association. I have been advised by Brickell Ten Condominium Association of the use of my credit card.

VISA, MASTERCARD OR DISCOVER ONLY

Credit Card Number: _____

Name on Credit Card: _____

Expiration Date on Credit Card: _____ 3 Digit Code (CVV): _____

Billing Address Associated with Card: _____

Authorized for the Purchase of: _____ Authorized Amount: _____

Signature: _____

Be advised that Brickell Ten Condominium Association does not accept American Express.

Privacy Act Notice: This information is for the sole use of Brickell Ten Condominium Association. It will not be disclosed outside the agency except as required by law. Please be advised that for the protection of your confidential information this document will be disposed of after use.

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PACKAGE RECEIPT AUTHORIZATION

THE UNDERSIGNED, owner(s) ☐ / tenant(s) ☐ of Unit # _____ at Brickell Ten , a Condominium, hereby authorize(s) the Condominium Association's front desk personnel to accept, receive and sign for any parcels, deliveries, and/or mail addressed to the Unit, without imposing any liability thereon for the condition or substance of any such parcels so received. Be advised that the Association will not receive any packages if it is not under the name of the current resident.

Understanding that this authorization is solely for the benefit of the undersigned, I/we hereby release the Condominium Association, its employees, agents and assigns, from any liability arising from this authorization, including, without limitation, liability arising from its employees, agents and assigns, in such regard.

Resident Signature: _____ Date: _____
Resident Name: _____

Resident Signature: _____ Date: _____
Resident Name: _____

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ACCESS AUTHORIZATION

It is standard procedure for the front desk to contact residents prior to granting their visitor(s) access into the premises, except if the visitor has been previously authorized (in writing) by the resident. Otherwise, if the front desk is unable to obtain verbal authorization from the resident, the visitor will be turned away.

Therefore, if an owner/tenant wishes to authorize access to their unit during an absence from the property, this form must be used to designate such authorization. Access will be permitted to all parties listed below.

It is the sole responsibility of the owner/tenant to make all arrangements for their guest(s) to have access to their unit; the resident must provide unit keys for the authorized party. **Management will not be responsible to provide the below named visitor keys under any circumstances.**

Further, I agree that I am fully responsible for my guests' actions while at Brickell Ten, a Condominium and have explained to my guests' that they must abide by all governing documents including Declaration of Condominium, Articles of Incorporation, By-Laws, and Rules and Regulations.

NAME	DO NOT CALL UNIT	CALL BEFORE GRANTING ACCESS	REASON FOR AUTHORIZATION
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

Resident Signature: _____ Date: _____

Resident Name: _____

Resident Signature: _____ Date: _____

Resident Name: _____

BRICKELL TEN

COMMON AREA SECURITY DEPOSIT

I am aware that my Common Area Security Deposit, in the amount of one month's rent (\$_____), will be held a non-interest bearing account. This will be so for the extent of my lease.

Upon vacating the premises, on the termination of my lease, the Association shall have 30 days to return my Common Area Security Deposit. However, if the Association intends to impose a claim of damage against my deposit, the Association shall notify me within a 15-day period.

If I am in disagreement with the claim imposed by the Association, I must object in writing to the deduction from my deposit within 15 days from the date the Association issues their claim. Otherwise, the Association will be authorized to deduct their claim from my deposit.

Objection must be sent to:

Brickell Ten
1010 SW 2nd Ave
Miami, FL 33130

Lastly, I am conscious that the reimbursement of my deposit from the Association will be made payable to the name(s) that appears on the check submitted to the Association as the Common Area Security Deposit. If the reimbursement is to be made payable to another party, the Association must receive a written release from the person(s) that appear on the check.

Resident Signature: _____ Date: _____

Resident Name: _____

Resident Signature: _____ Date: _____

Resident Name: _____

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MOVE IN/OUT REQUEST FORM

Resident Name(s): _____ Unit # _____

☐ Move In

☐ Move Out

☐ Delivery

Requested move date: _____

Requested time period: ☐ 8:00am – 12:00pm * ☐ 12:00pm – 4:00pm ** ☐ Other: _____

Name of Moving / Delivery Company: _____

☐ Moving / Delivery Company Certificate of Liability Insurance

Certificate Holder: **Brickell Ten 1010 SW 2nd Ave Miami, FL 33130**

☐ \$200 Non-refundable Special Detail Security Fee, received by: _____ Check #: _____

READ CAREFULLY

If the resident causes any damage to any part of the property during a move, or if any of said resident's guest/movers/contractors cause any such damage, that resident is responsible for the full cost to repair those damages and will be billed by the Association accordingly.

All moving companies must provide a Certificate of Insurance, with Brickell Ten Condominium Association, 1010 SW 2nd Ave Miami, FL 33130 as Certificate Holder. The Certificate of Insurance must include Liability Insurance and Worker's Compensation. All required documentation must be provided before moving contractors will be allowed on property. Rescheduling must coincide with an available date on the Association receiving area reservation calendar.

Moves must be scheduled no less than 2 days in advance and must be confirmed by Management. Moves are permitted during the following hours only:

Monday - Friday, 8:00am - 4:00pm

Saturday, Sunday, or Holidays - Moving is not permitted

All moving vehicles must park in the designated receiving area.

MOVING TRUCKS THAT EXCEED THE FOLLOWING DIMENSIONS WILL NOT BE PERMITTED ON THE PROPERTY - NO EXCEPTIONS: HEIGHT: 12 FT LENGTH: 24 FT

Removal of all packaging materials, boxes, and other trash is the resident's responsibility. Movers **MUST** remove all such materials from premises. Under no circumstances may any of these materials be placed in the building trash chutes or left in the common areas (including hallways). If any of moving material is disposed of improperly, the Association will bill the resident for the cost of removing said materials.

I HAVE READ, AND FULLY UNDERSTAND AND AGREE TO THE ABOVE.

Resident Signature: _____ Date: _____

Resident Name: _____

Resident Signature: _____ Date: _____

Resident Name: _____

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PROPOSED THIRD PARTY LEASE LEASE ADDENDUM

THIS LEASE ADDENDUM, entered into by and between _____, as Owner (s) of Unit No. _____ of Brickell Ten (hereinafter referred to as "Lessor"), and _____ (hereinafter referred to as "Lessee"), supplements and modifies that certain Lease Agreement dated _____, by and between Lessor and Lessee. The parties hereby agree as follows:

1. RULES AND REGULATIONS. Lessee, and his guests, Invitees, licensees and servants, agree to take subject to, assume and abide by the Declaration of Condominium and all its exhibits incorporated thereto, of Brickell Ten Condominium Association, and by execution of this Lease Addendum, Lessee acknowledges that he has received the foregoing documents. Lessee specifically but without limitation acknowledges that he has received the rules and regulations of the Condominium and Lessee understands that he takes subject to same and agrees to abide by such rules and regulations as same may be amended from time to time, and that the breach by Lessee (or his guests, Invitees, licensees and servants) of any such rule and regulation, or of the terms, conditions and covenants of the Declaration of Condominium or the exhibits thereto, shall constitute a breach of a substantial obligation under this Lease. Failure of Lessee to abide by said condominium documents and/or rules and regulations of Brickell Ten Condominium Association (the "Association") shall entitle the Association to all the rights of Lessor to terminate this Lease and evict Lessee. The Board of Directors of the Association shall have the power, but shall not in any manner be obligated, to terminate the Lease and/or to bring summary proceedings to evict Lessee, in the name of Lessor and/or itself, in the event of (1) a default by Lessee in the performance of its obligations under the Lease, or (2) a foreclosure of a lien placed on the unit by the Association in accordance with the Declaration. In the event the Association brings action, proceeding or litigation to terminate this Lease and/or evict Lessee, Association shall recover from Lessor and/or Lessee all costs and reasonable attorney's fees incurred therefore.

2. USE AND OCCUPANCY. The premises shall be used solely as a private residence for Lessee, and the following individuals, as listed below: (List each occupant)

The premises shall not be occupied by more than two (2) persons per bedroom of said condominium unit. For example, in the event the subject condominium unit contains two (2) bedrooms, not more than four (4) persons shall be permitted occupancy. No more than two (2) guests will be allowed in any unit at any one time. Guest stay must be limited to two (2) weeks. Lessee agrees not to use the leased premises, or permit the leased premises or the Condominium Property (or any portion thereof) to be used, for any illegal, immoral, improper, offensive, hazardous or unlawful purpose. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Lessee further agrees not to make, nor permit to be made, any disturbance, noise or annoyance of any kind, which is determined to the premises or to the comfort of any of the inhabitants of the Condominium.

3. ASSIGNMENT AND SUBLETTING. Lessee shall not assign nor sublet neither the lease premises nor any party thereof, nor shall the Lease Agreement be assigned by Lessee, without the prior written approval of the Lessor and the Association.

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4. RIGHT TO RENT. In the event Lessor is delinquent in his obligation to pay to Association any general or special maintenance assessments, or any installment thereof Association shall have the right, but not the obligation, to require Lessee to pay said rental Installments, or the portion thereof, sufficient to pay said delinquent maintenance assessment, directly to Association, upon Association giving written notice of the exercise of such right to Lessee and Lessor. The right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Lessee or Lessor.

5. COMMON AREA SECURITY DEPOSIT. The parties acknowledge that the Association has the power to impose and has required that, as to the lease of any unit in the Condominium, a security deposit equal to the lease fee for one month be collected. Said security deposit will be held pursuant to Section 718.112 (2) (i), Fla. Statue. (1992) by the Association in a separate account and will be used to offset the cost of any damages to Association property or the common elements of the Condominium caused by the tenant, his family, licensees, invitees and guests. Lessee shall pay to Association said common area security deposit upon executions hereof.

6. MODIFICATION OF LEASE. The Lease may not be modified, amended, extended, or assigned without the prior written consent of the Board of Directors of the Association.

7. Nothing contained in this Lease Addendum, or in the Lease or the Condominium documents, shall in any manner (1) be deemed to make the Association a party to the Lease or this Lease Addendum (except to the extent, if any, necessary to enable the Association to enforce its rights hereunder or under the Condominium documents), or (2) create any rights or privileges of Lessee under the Condominium documents or in or as to the Association.

8. All other terms, conditions and provisions of the Lease Agreement shall remain in full force and effect, except as modified herein.

Lessee Signature: _____ Date: _____
 Lessee Name: _____

Lessee Signature: _____ Date: _____
 Lessee Name: _____

Lessor Signature: _____ Date: _____
 Lessor Name: _____

Lessor Signature: _____ Date: _____
 Lessor Name: _____

BRICKELL TEN

SCHEDULE "A"
TO
BY-LAWS
RULES AND REGULATIONS
FOR
BRICKELL TEN CONDOMINIUM

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property: nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes. The personal property of Unit Owners and occupants must be stored in their respective Units.
2. No articles other than patio-type furniture shall be placed on the balconies, patios or Other Common Elements. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property,
3. **No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property. nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements,**
4. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with all equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
5. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
6. No repair of vehicles shall be made on the Condominium Property.
7. **No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, Comforts or conveniences of other Unit Owners or occupants.** No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
8. No sign, advertisement, notice or other graphics or fettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer for as long as the Developer owns any portion of The Properties, and thereafter by the Board) or signs promoting the activities from the Commercial Lots, as permitted by the Master Covenants. Except only as may be permitted by the Master Covenants, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association.

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9. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
10. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.
11. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.
12. No air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
13. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.
14. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:
15. **Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within The Properties.**
16. Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.

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18. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws. Any fines shall be imposed in accordance with the procedures set forth in the Declaration.
19. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer. All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

POOL RULES – NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK

1. Pool Hours are from Dawn to Dusk.
2. No Barbequing.
3. No radios, tape decks, sound systems, or CD players are allowed without earphones.
4. Children wearing regular diapers and not toilet trained are not permitted in the swimming pool. Children must wear approved waterproof pants over diaper or approved swim diapers.
5. No floating devices in pool. No rafts, beach balls, surfboards or similar beach equipment are permitted in the swimming pool or pool recreation area.
6. No reserved seating at the pool area.
7. Children under the age of 12 may not swim or use the pool amenities unless accompanied or supervised by a responsible adult.
8. **Cover-ups and footwear are required in all Common Areas. Wearing a towel is not considered a cover-up.**
9. Suntan lotion must be removed by showering before entering the pool. Use the shower on the pool deck.
10. **Cover lounge chairs and cushions with a towel if using suntan lotion.**
11. Lounges or chairs are not to be removed from or dragged across the pool deck.
12. Running, horseplay, climbing, ball or Frisbee playing or other noisy activities are not permitted in or near pool area and or Meditation Garden, Parents are fully responsible for the behavior of their children.
13. Glassware including bottles is not permitted in or near the swimming pool, spa, Meditation Garden, or Recreation Deck. Only non-breakable plastic containers.
14. **Pets are not permitted in pool and spa areas, Meditation Garden, or Recreation Deck – even if carried.**
15. Under NO CIRCUMSTANCES should any Resident or Guest enter the planters on the Recreation Deck.

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FITNESS CENTER & SPA

1. Consult your physician before exercising.
2. Comply with the Rules and Regulations.
3. Comply with use instructions for all equipment.
4. Appropriate workout clothing and footwear are required at all times. Athletic shoes, shirts and proper workout attire are expected in the fitness room.
5. No smoking, consumption of food or alcohol beverages is permitted in the fitness room.
6. Equipment is to be wiped down after each use.
7. Any damage to equipment must be reported to management or the front desk immediately.
8. Gym and workout bag should be stored in spa lockers.
9. **Dropping or slamming of weights on the floor is prohibited.**
10. **Return all free weights and dumbbells to their storage racks.**
11. Children under 16 years required adult supervision.
12. Personal fitness instructors must provide proof of certification and liability insurance to Management before using the amenity.
13. Pets are prohibited.
14. **Plaza Towels are prohibited outside the Fitness Center.**

BUSINESS CENTER

1. Maximum time is 30 minutes. Unless there is no one waiting.
2. Residents who abuse and misuse the internet and web services may be prohibited from future use.
3. The Association has the right to impose fines for internet and web services violations.
4. Contact the Management Office should you desire to use these facilities hosting 3 or more persons.

Neither the Associations nor Management assumes responsibilities for any person using these amenities. All persons using the Fitness Center and Spa wet areas do so at their own risk and assumes all responsibility associated with exercise and use of these amenities.

Resident Signature: _____ Date: _____

Resident Name: _____

Resident Signature: _____ Date: _____

Resident Name: _____