

This instrument prepared by, or under the supervision of:

Gary A. Saul, Esq.
Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, FL 33131

After recording, return to:

David Shear, Esq.
Fieldstone Lester Shear & Denberg
200 S. Biscayne Blvd., Suite 2100
Miami, FL 33131

(Reserved for Clerk of Court)

SECOND AMENDMENT TO DECLARATION
OF
THE PINNACLE CONDOMINIUM

THIS AMENDMENT is made as of the ___ day of December, 1998 by AQUAMAR 176, INC., a Florida corporation ("Developer"), to that certain Declaration for THE PINNACLE CONDOMINIUM (the "Condominium") recorded October 30, 1998 under Clerk's File No. 98R534575 in Official Records Book 18334, Page 990 of the Public Records of Miami-Dade County, Florida (as amended from time to time, the "Declaration"). Unless the context otherwise requires, any capitalized term not defined but used herein shall have the meaning given to such word or words in the Declaration.

RECITALS

A. Developer is the "Developer" of the Condominium under the Declaration.

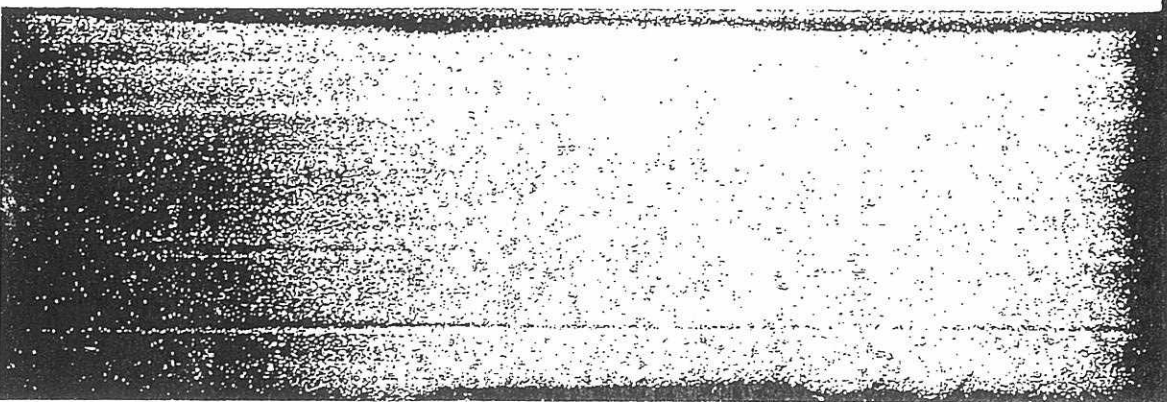
B. Pursuant to Section 6.4 of the Declaration, Developer, during the time it has the right to elect a majority of the Board of Directors of the Association, may amend the Declaration, Articles of Incorporation or By-Laws to effect any change whatsoever.

C. Developer currently has the right to elect a majority of the Board of Directors of the Association and desires to amend the Declaration in the manner set forth below.

NOW, THEREFORE, in consideration of the premises and by virtue of the authority of Developer as hereinabove set forth, the Declaration is hereby amended as follows:

1. Section 3.3(a) of the Declaration is hereby amended to read, in its entirety, as follows (with underscoring of added text and hyphenation through deleted text):

Patios, Balconies, Roof Decks and Terraces. Any patio, balcony, roof deck, roof garden, or terrace (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s) (any roof garden or terrace that is stated on the Exhibit 2 survey plot plan as being



for a particular Unit shall be accessed directly and exclusively by such Unit to the exclusion of others and shall be a Limited Common Element). The Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Elements, with the costs for same being a Common Expense. Each Owner shall, however, be responsible for the general cleaning, plant care and the upkeep of the appearance of the area(s).

Except as specifically amended hereby, the Declaration shall remain in full force and effect ab initio.

IN WITNESS WHEREOF, Developer has executed this Amendment as of the day and year first above written.

Signed in the presence of:

AQUAMAR 176, INC., a Florida corporation

Jennifer Cruckenden
Name: Jennifer Cruckenden
Lynn Hicks
Name: Lynn Hicks

By: [Signature]
Name: Joseph Milton
Title: President

[CORPORATE SEAL]

Address: 3211 Ponce de Leon Boulevard
Coral Gables, FL 33134

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

RECORDED IN THE RECORDS BOOK
OF THE STATE OF FLORIDA
HARVEY RUVIN
CLERK CIRCUIT COURT

The foregoing instrument was acknowledged before me this 21 day of December, 1998 by Joe Milton, President of AQUAMAR 176, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or produced as identification.

Suzanne Frish
Name: SUZANNE FRISH

My Commission Expires:
5/31/2002

Notary Public, State of Florida
Commission No.: 00746751

(Notarial Seal)

OFFICIAL NOTARY SEAL
SUZANNE FRISH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. 00746751
MY COMMISSION EXP. MAY 31, 2002

PINNACLE A CONDOMINIUM

RECORDED BY SP-1141 RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK COUNTY COURT

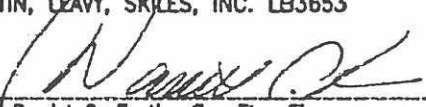
STATE OF FLORIDA
COUNTY OF MIAMI-DADE S.S.

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared DANIEL C. FORTIN, by me well known and known to me to be the person hereinafter described, who being by me first duly cautioned and sworn, deposes and says on oath as follows, to wit:

1. That he is duly registered and duly licensed Surveyor and Mapper authorized to practice under the laws of the State of Florida.
2. Affiant hereby certifies that the CONSTRUCTION OF THE IMPROVEMENTS SHOWN WITHIN THIS Exhibit 2, is substantially complete, so that this Exhibit 2, together with the provisions of the Declaration of Condominium describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.
3. That the elevations shown for each floor are based on mean sea level datum, 1929 general adjustment, of the United States Coast and Geodetic Survey. Based on Dade County Bench Mark No. A-3 Elevation +4.85. Located at N.E. 174th Street and A-1-A at 17375 Ocean Drive (A-1-A) and is a Brass Bar set on a catch basin.

FURTHER AFFIANT SAYETH NAUGHT.

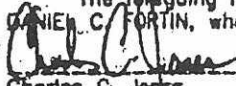
FORTIN, LEAVY, SKILES, INC. LB3653

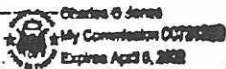
By: 
Daniel C. Fortin, For The Firm
PROFESSIONAL SURVEYOR AND MAPPER, LS2853
State of Florida

NO. 2853
STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 22nd day of October 1998 by DANIEL C. FORTIN, who is personally known to me and who did not take an oath.


Charles C. Jones
Commission No. CC731280
NOTARY PUBLIC - State of Florida



FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS

100 Northeast 188th Street / North Miami Beach, Florida. 33162
Ph. 305-653-4493 / Fax 305-651-7152 / Email fls@bellsouth.net

Date
October 22, 1998

Dwg. No.
696-001

Job. No.
980462

This instrument was prepared by:
ANTHONY A. KALLICHE, ESQ.
Becker & Poliakoff, P.A.
5201 Blue Lagoon Drive, Suite 100
Miami, Florida 33126

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CERTIFICATE OF AMENDMENT
TO
THE ARTICLES OF INCORPORATION,
BY-LAWS
AND THE
RULES AND REGULATIONS
OF
THE PINNACLE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium of THE PINNACLE CONDOMINIUM was duly recorded in Official Records Book 18334 at Page 990 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, THE PINNACLE CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, the By-Laws and Articles of Incorporation of the Association are attached as Exhibits to the aforementioned Declaration of Condominium; and

WHEREAS, the Declaration provisions and By-Laws allow the Board to modify the Association's Rules and Regulation; and

WHEREAS, a Certificate of Amendment to the Rules and Regulations was recorded in Official Records Book 19399 at Page 1799 setting out the Rules and Regulations as amended through the date of the Board of Directors meeting held on July 25, 2000; and

WHEREAS, since July 25, 2000, the Board of Directors, at duly called and convened meetings of the Board, has adopted further revisions to the Rules and Regulations; and

WHEREAS, the Amended and Restated Rules and Regulations of the Association as they currently exist are set out in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, at a duly called and convened meeting of the Board of Directors held on June 5, 2001 the Board by in excess of a two-thirds (2/3rds) vote of the full board approved certain amendments to the By-Laws and Articles of Incorporation as set out in Exhibit "B" attached hereto and incorporated herein which amendments were thereafter approved by in excess of a majority of those voting members of the Association present in person or by proxy at the Annual Meeting of the Association held on March 6, 2001 at which a quorum was represented.

NOW, THEREFORE, the undersigned hereby certifies that the Amended and Restated Rules and Regulations as set out in Exhibit "A" attached hereto and incorporated herein are a true copy of the Rules and Regulations as they have been amended to date and the amendments to the By-Laws and Articles of Incorporation as set out in Exhibit "B" attached hereto and incorporated herein are a true copy of the amendments as approved by the requisite vote of the Board of Directors and membership of the Association.

32 10

WITNESS my signature hereto this 15th day of June, 2001, at Miami-Dade County, Miami, Florida.

THE PINNACLE CONDOMINIUM ASSOCIATION, INC.

Witness F. L. Aleman
FRANK ALEMAN

Printed Name of Witness

Witness Mark Engel
Printed Name of Witness

By: [Signature]
Ray J. Thomlison, President

ATTEST: [Signature]
Secretary



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 15th day of June, 2001
by Ray Thomlison, President of the Pinnacle Condominium Association, Inc.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known OR
Produced Identification _____

Type of Identification _____

sign [Signature]
print Mary Joanne Robinson
My Commission expires January 09 2005
My Commission CC987831

*The Pinnacle Condominium
Association*

Rules and Regulations

Updated June 5, 2001

NOTE:

This document does not contain all the Rules, Regulations and Requirements of the Pinnacle Condominium Association. Please consult your Pinnacle Condominium Documents for other Rules, Regulations, and Requirements.

THE PINNACLE CONDOMINIUM ASSOCIATION
RULES & REGULATIONS
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4. GENERAL

1. EMPLOYEES AND BOARD OF DIRECTORS

1.1 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.

2. MOVE-INS, MOVE-OUTS AND DELIVERIES

- 2.1 All move-ins, move-outs, and deliveries, must be scheduled with the Management Office.
- 2.2 Please schedule the delivery of all valuables at a time when you will be available to take immediate receipt of them. This will save you and the staff time and concern. A receipt authorization form, which can be obtained from the management office, needs to be completed and signed before deliveries are accepted in your absence.
- 2.3 Notice for Move-ins and Move outs must be given at least seven (7) days prior in order to properly schedule a reservation for the service elevator. Any other deliveries must be scheduled not less than 48 hours in advance.
- 2.4 Access to the building by a contractor, vendor, or service person is obtained by first scheduling their arrival with the office and filling out a unit access authorization form.
- 2.5 Receiving will be open on Saturday from 9:00 AM to 4:00 PM for "small" deliveries or pick-ups (i.e. - one or two pieces of furniture).
- 2.6 Moving vehicles are permitted to park in designated areas only and must not park on the entrance drive or obstruct any parking areas.
- 2.7 One service elevator in each tower (north elevator) has been designated for move-ins, move-outs and deliveries. Exclusive use of the elevator is not possible.
- 2.8 All work including cutting, painting, carpentry, etc. must be performed in the apartment or off the premises. The foyers and hallways are not available as a work area.
- 2.9 Boxes can be disposed of properly by being broken down and brought to the dumpster rooms in the garage on the service level.
- 2.10 Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries.
- 2.11 For move-ins and move-outs, a refundable security deposit of \$1,000 and a \$125 moving fee must be paid and left with the management office.

3. VISITORS, GUESTS AND LIVE-IN GUESTS

- 3.1 Unit Owners must notify the management office if you plan to have non-residents or guests reside in your home. Owners will be held liable for any damages, actions, noise, etc. that may be incurred by lessee, guest or relative.
- 3.2 Upon arrival all guests must register at the front desk when visiting. Residents will be contacted by the front desk via telephone upon the arrival of guests. Residents must be home to authorize visitors in order to allow them access in to the building. Should residents wish to receive their guests elsewhere in the building other than to their unit, they must advise the front desk and inform them of the guest name(s) and estimated time of arrival.
- 3.3 An emergency contact form must be completed for any person providing regular domestic service.

4. PARENTAL RESPONSIBILITIES

- 4.1 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 recreation facilities.
- 4.2 Children may not play in the halls, elevators, or lobbies. Young children under the age of (12) must be accompanied by an adult in the pool and common areas.

5. RESTRICTIONS ON PETS

- 5.1 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.
- 5.2 Dogs and cats shall not be permitted outside of their owner's Units 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 Condominium property.
- 5.3 Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
- 5.4 All residents are required to obtain written approval from the Pinnacle Condominium Association Board of Directors before any pet, such as birds, dogs, or cats can be kept in the building. Register your pet with the Association Manager's office, including a picture.
- 5.5 Pets must be carried at all times within the common areas of the building and avoid the front desk area.
- 5.6 Not more than one (1) domesticated pet (i.e. dog or cat) may be kept in a unit at any one time and then only if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, and (iii) generally not a nuisance to residents of other units or of neighboring buildings. A violation shall entitle the association to require any pet to be permanently removed from the Condominium Property.
- 5.7 The first time a complaint is received about a dog barking, on the balcony or elsewhere, a letter of complaint is to be sent to the owner. The second time there is a complaint, a letter is sent with a \$100.00 fine. The third time there is a complaint, a letter is to be sent from the association attorney, requesting the removal of the dog.

6. SOLICITATION

- 6.1 Solicitations by residents for charity or any other purpose must be authorized in advance by the Pinnacle Condominium Association Board of Directors.

7. REGISTERING IN A GUEST – IF UNDER 18 YEARS OF AGE

- 7.1 Residents under the age of 18 may not authorize Guest Passes and privileges.

B. COMMON AREAS & OTHER ASSOCIATION PROPERTY

1. OBSTRUCTIONS

- 1.1 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 purpose.
- 1.2 Do not leave your belongings unattended in hallways, elevators, lobbies or other common areas. The Association cannot be responsible for such items.

2. SIGNAGE

- 2.1 No sign, advertisement, notice or other graphics or lettering 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 or the Board of Directors of the Association. Additionally, 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.
- 2.2 Residents may not post signs on the Pinnacle property. A bulletin board serves for the use of official Board approved announcements. It is located in the mailroom, adjacent to the lobby. A bulletin board for the use of Pinnacle residents for special or individual announcements or notices is available and such signage is subject to the approval of Pinnacle management.

3. PARKING AND VEHICLE REGISTRATION

- 3.1 Every vehicle parking in the Pinnacle parking garage must clearly display a parking decal provided by the Pinnacle Condominium Association (PCA), which corresponds to the number on the parking space in which the vehicle is parked.
- 3.2 Up to two (2) parking decals will be issued to the Condominium Owner of each parking space upon completion of a Vehicle Identification Form for each vehicle to which a sticker is provided. A third decal for each parking space will be available to Unit Owners for a fee of \$25.00.
- 3.3 The Vehicle Identification Form must include (a) the vehicle owner's printed name and signature, (b) the Unit Owner's printed name and signature (if different from the vehicle owner), (c) the parking space number, (d) the Pinnacle unit number corresponding to the parking space, (e) the vehicle owner's and, if different, the Unit Owner's telephone number(s), (f) an emergency contact and telephone number, (g) the color of the vehicle, (h) the vehicle identification number, (i) the vehicle's state and license plate number and (j) the name of the company which insures the vehicle. The form must be fully completed before a parking decal is issued.
- 3.4 The Vehicle Identification Form must also include a legal disclaimer that (1) parking in the garage is at the owners risk and that neither the Pinnacle Condominium Association nor its management company accepts any responsibility beyond the extent of liability, if any, covered by the PCA insurance policy for vehicles parked in the garage or the contents of those vehicles and (2) clearly indicates that both levels of the parking garage may or may not be outside the "Coastal Construction Control Line".
- 3.5 Unit Owners who regularly use rental cars may receive one parking decal for each of their parking spaces upon completion of a Vehicle Identification Form that indicates the decal will be used for rental cars.
- 3.6 Vehicles parked in the parking garage and the outside parking areas by Valet must display a temporary tag hanging from the mirror, which identifies the parking space in which the vehicle is parked.

- 3.7 Vehicles parked in the parking garage and the outside parking areas without clearly displayed parking decals or authorized Valet tags corresponding to the parking space they are occupying, as well as vehicles which are not parked fully within the assigned parking space or are otherwise improperly parked, are subject to towing with all recovery, towing and storage expenses to be the responsibility of the owner of the vehicle.
 - 3.8 Parking is only permitted in properly designated parking spaces, and no vehicles may park on any other common or limited common areas, including, but not limited to, grass and walkways.
 - 3.9 Guests must use the building valet service. Please instruct your guests accordingly.
 - 3.10 The speed limit on all access roads and garage areas is (5) miles per hour.
 - 3.11 No repair of vehicles shall be made on the Condominium property.
 - 3.12 Due to space restrictions, boats, boat trailers, R.V.'s, motor homes or commercial vehicles are not permitted on the grounds without the prior written authorization of the Pinnacle Condominium Association Board of Directors.
 - 3.13 To alleviate parking problems in peak periods, as determined by manager and or the Association Board, valets may use owner designated parking spots, if it is reasonably assumed in advance that said owner is out of town and will not require his/her parking spots. Should an owner arrive, the valet would immediately remove the car. (Owners do have the right to refuse their space to be used for overflow parking).
4. USE OF COMMON AREA FOR PARTIES AND FUNCTIONS
- 4.1 Common areas include, but are not limited to, -- the health spa, the meeting rooms, the library, the pool area, the lobby and the card rooms.
 - 4.2 Common areas of the Pinnacle are only available for parties or functions, which are sponsored by a Unit Owner of the Pinnacle Condominium Association. The Unit Owner or tenant must be present at the party or function at all times. The Unit Owner assumes total responsibility for any problems resulting from the function or party.
 - 4.3 Unit Owners (Tenants) wishing to use the common areas for functions must complete a form no later than 72-hours prior to the event. The Common Area Use Form will include (a) the Unit Owner's (Tenant's) printed name and signature on a legal disclaimer in which the Unit Owner (Tenant) acknowledges the rules and regulations regarding use of the facility for an event and assumes all risks for damage or injury resulting from the event, (b) the name of the event, (c) the date and beginning and ending times of the event, (d) a brief description of the event, (e) the name of the sponsoring organization of the event, if any (f) the number of people expected at the event, (g) a description of any decorations, special furniture, equipment or other non-Pinnacle materials which will be used at the event, (h) a general description of any food or drink which will be provided at the event, (i) a specific indication if alcohol will be served, (j) whether or not there will be a charge for the event (if any charges to guests are proposed, prior approval must be obtained from the Board of Directors, (k) the number of vehicles that will be valet parked for the event, (l) any special deliveries, catering companies or other vendors that will deliver, set-up, tear-down or otherwise need access to the room prior to or after the event and (m) the specific Pinnacle common area designed for the event.
 - 4.4 Unit Owners (Tenants) must post a \$200 damage deposit for all events, regardless of the size, no later than 72-hours prior to the event. The damage deposit is fully refundable if there is no damage to the common area or its contents.
 - 4.5 Unit Owners (Tenants) must pay a \$50 non-refundable fee for any event, which serves drinks or food or uses decorations, regardless of type or amount. This is a fee, which will be used to clean the room following the event but does not cover unreasonable and unusual messes that require cleaning. Costs for such extra cleaning will be taken from the damage deposit. The Unit Owner (Tenant) shall be responsible for any costs incurred over and above the amount of the damage deposit as well. For parties larger than 50 people, the fee will be \$100 non-refundable.
 - 4.6 No Pinnacle towels, lounge chair pads, glasses may be used for these events.
 - 4.7 Use of catering services, non-Pinnacle equipment or any aspect of the event is 6/6/01 / Page 6

subject to approval of Pinnacle management or the Pinnacle Condominium Association.
4.8 Notwithstanding all of the above, any meeting or function sponsored by the Board of Directors of the Pinnacle Condominium Association or its committees is exempt from these rules except proper notification of date, time, size and location to the management company.

5. BEACH AND POOL RULES

- 5.1 Beach chairs, pads, towels, umbrellas and cabana hoods will be available to unit owners and registered guests on a "first come, first served" basis. No advanced reservations will be permitted.
- 5.2 Equipment is only available during hours when an attendant is on duty.
- 5.3 A maximum of 8 chairs, 8 pads, 8 towels and 4 umbrellas or cabana hoods will be allowed per unit, which includes guests, except on Federal holiday weekends or other dates as determined by Pinnacle management when the limit, which includes guests, per unit will be 4 chairs, 4 pads, 4 towels and 2 umbrellas or cabana hoods.
- 5.4 Guests must register at the Lobby Desk each day for guests passes which will allow them to check out 1 chair, 1 pad and 1 towel per guest pass. Residents must be present, or have given written communication, before a guest pass is assigned to a guest.
- 5.5 All chairs, pads, towels and umbrellas or cabana hoods must be signed out on form provided by beach/pool attendants. Towels must be returned to attendants at the end of the day. There will be a charge for each unreturned towel based on the actual cost at the time of the violation. Unit owners will be responsible for the equipment checked out to their guests. If a resident or guest does not return a towel(s): The first time, and if all towels are accounted for, a reminder letter is sent advising that resident/renter that all towels must be returned or they will be charged for the towel. The second offense, the resident/renter will be charged for the towels not returned. Until those towels are returned or paid for, the unit will not receive any additional towels.
- 5.6 Beach equipment, including towels, cannot be removed from the Pinnacle pool and the beach areas.
- 5.7 Chairs, pads, umbrellas and/or cabana hoods left unattended for more than one hour will become available unless beach attendant is specifically notified by the owner or guest that they will return to use the equipment.
- 5.8 If no chairs are immediately available for a Pinnacle resident, upon request of the resident, the beach/pool attendant will acquire any chair that has been left unattended.
- 5.9 Beach/pool attendants will not be responsible for any items left unattended or removed from chairs.
- 5.10 All children (Ages 12 and under) must be accompanied by an adult at all beachside recreational Common Areas, including the Tennis Court.
- 5.11 Swimmers must shower before entering the pool or spa.
- 5.12 No animals are allowed on the beachside recreational Common Areas.
- 5.13 No food or drink is allowed within 12 feet of the pool or spa.
- 5.14 No glass items are allowed on the beachside recreational Common Areas.
- 5.15 No children in diapers are allowed in the pool (swimeeze are acceptable). An adult must supervise infants in the pool at all times.
- 5.16 No one under the age of twelve (12) years old is allowed in the Jacuzzi/Hot Tub.
- 5.17 Nude swimming or sunbathing is not allowed on Pinnacle property.
- 5.18 Beach-goers must rinse sand off their feet before entering the pool area and the building.
- 5.19 The Pool / Jacuzzi is not to be used from 10:00 pm to 6:00 am.
- 5.20 Physical games such as baseball, soccer, football, ball throwing, etc. are not permitted at the pool deck level nor anywhere, with the exception of the beach, on Pinnacle property. The one exception is games, in the pool, with inflatable beach balls.

6. RESTRICTED AREAS

- 6.1 No one is permitted access to restricted areas of the property, including the roof and areas under construction unless approved by Pinnacle management or a member of the Board of Directors and accompanied by Pinnacle security.

7. DAMAGE

7.1 Unit Owners accept financial responsibility for any damage done by themselves, their dependents, or their guests to any part of the Condominium, or the Pinnacle property. This includes marking, engraving, denting, or defacing.

8. ATTIRE

8.1 In all Pinnacle common areas, residents and guest will wear appropriate attire that is consistent with common decency. Shoes and cover-up must be worn in the lobby at all times.

9. SMOKING

9.1 Smoking is not allowed in hallways and lobbies. Smoking is not permitted in the spa or work out room.

10. BICYCLES, SCOOTERS, ROLLER BLADES, ETC.

10.1 Scooters, roller blades, bicycles, skateboards or other mechanical recreational equipment are not allowed to be used in the lobby, hallways, ocean-side pool deck or other Common Areas or Association Property.

10.2 Bicycles must use garage access to enter and depart the building.

11. TENNIS COURT RULES

11.1 Tennis courts are to be used only by Pinnacle unit owners and their registered guests.

11.2 Registered guests not playing with unit owners must yield to court to unit owner who are waiting.

11.3 There is a one-hour limit for unit owners when other unit owners are waiting.

11.4 The tennis courts are to be used exclusively for playing tennis.

12. HEALTH CLUB RULES

12.1 Use of the facility is restricted to unit owners and their registered guests. Visitors or guests must register at the front desk and must have a recreation pass in their possession when using these facilities.

12.2 Children under the age of 16 are not permitted to use of this facility.

12.3 Each unit owner, occupant or guests uses the room and equipment at his/her own risk. The association assumes no liability.

12.4 Sneakers and other proper attire must be worn. Wet bathing suits are not permitted. Towels are recommended.

12.5 Smoking is not permitted.

12.6 Food is not permitted. Beverages are permitted only in plastic capped containers.

12.7 A/C is set at 66-68 degrees.

12.8 Equipment and/or lights must be turned off when leaving.

12.9 A time limit of one half hour is suggested among unit owners when someone is waiting to use the same equipment.

12.10 Registered guests not using the facilities with unit owners must yield use of equipment to unit owners.

12.11 Radios, cassettes, CD's, etc. are permitted only with headphones when a second person is present.

12.12 Misuse of equipment or improper conduct towards others or any violations of these rules can result in unit owners and/or their registered guests from use of room.

12.13 All problems should be reported to the association management office or front desk.

12.14 The television is to be left on CNN when a second person is present.

12.15 The gym and spa facilities are closed from midnight (12:00 am) to 5 a.m.

13. BEACH CABANAS

- 13.1 No structural changes may be made without the prior written approval of the Board of Directors and the governing municipality.
- 13.2 The only appliances that can be installed are a bar-size sink, a microwave oven and a refrigerator. One can also have a radio / stereo system, television, and telephone.
- 13.3 They can never be used as a living space or slept in overnight.
- 13.4 They cannot be rented separate from the condominium unit to which the cabana is appurtenant.
- 13.5 The only usage of the cabana permitted is as a place to change clothes or briefly relax during times when a unit owner is using the pool or the beach.
- 13.6 All the articles, with the exception of article 4.4, in these Rules and Regulations, under C. Individual Units and Unit Owners apply to the cabana owners.

C. INDIVIDUAL UNITS AND UNIT OWNERS

1. PERSONAL PROPERTY

- 1.1 The personal property of Unit Owners and occupants must be stored in their respective Units.

2. TRASH DISPOSAL

- 2.1 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 or disposal or collection shall be complied with.
- 2.2 All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
- 2.3 Residents who use the plumbing for such purposes will be held financially responsible for any necessary repairs.

3. FLAMMABLE MATERIALS

- 3.1 No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

4. NOISE RESTRICTIONS

- 4.1 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.
- 4.2 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.
- 4.3 Between the hours of 10:30 PM and 8:00 AM, volume on home entertainment equipment including such items as televisions, musical instruments and stereos must be kept at an acceptable level. Hallway noises must also be kept to a minimum between these hours. Exercise audio courtesy, please, at all times.
- 4.4 No floor covering of any type, except for carpeting, may be installed in any Unit without the prior written consent of the Board of Directors. This includes patio and balcony areas. The responsibilities of Unit Owners, the Association and any Unit Owner complainant are detailed in Appendix A of the Rules and Regulation of the Pinnacle Condominium Association.
- 4.5 Construction, assembly, repair or patch work of any type inside or outside units using tools such as hammers, electric or battery-driven drills, saws, scrapers, sanders and any other noise-making instruments - are permitted only between the hours of 9 A.M. to 5 P.M. on weekdays. No such work is permitted on weekends and holidays, as observed by Pinnacle Management, and after 5 P.M. or before 9 A.M. on weekdays.

- 4.6 These rules apply to contractors, repairmen, handymen, mechanics, as well as unit owners, their family, visitors, or in case of lease, their tenants.
- 4.7 In a bona fide emergency, the Security desk must be notified immediately by the owner/tenant in whose unit the need for emergency work needs to be performed outside the (above) posted hours. Security must immediately notify Pinnacle Management, a member of the Pinnacle Condominium Association board or the chair of the Rules, Regulations & Communications committee for immediate evaluation of the emergency situation.
- 5. UNIT EXTERIOR**
- 5.1 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. This includes satellite dishes.
- 5.2 Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way.
- 5.3 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. Curtains colored other than white or off-white must first meet the design criteria set forth by the Association. An architectural modification request form can be obtained from the Association manager's office. Please fill out and await approval prior to any installation.
- 5.4 Outdoors television and radio antennas are not permitted neither are electrical wiring nor machines that protrude through the walls of a residence.
- 5.5 No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, clothes, 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.
- 5.6 Furniture and umbrellas visible above the height of the railing from the outside of the building are not permitted.
- 5.7 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.
- 5.8 Residents may not enclose, nor cover, nor alter balconies and terraces in any way. Residents may not affix, paint or cover the exterior windows, walls or doors in any fashion whatsoever.
- 5.9 Lose items cannot be placed on the ledge of balconies or terraces
- 5.10 Cooking devices may not be used on balconies or terraces.
- 5.11 If you expect to be away for an extended period of time, all objects must be removed from your balcony or terrace.
- 5.12 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.
- 5.13 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 and dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.

6 HURRICANE SEASON

- 6.1 In case of a Hurricane Watch, all items must be removed from balconies and terraces within a certain period of time.
- 6.2 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 names(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

D. PROCEDURE

1. RULE AUTHORITY

- 1.1 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 combinations thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, 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 the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:
- 1.2 Notice - The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing 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 statements of the provisions of the declaration, association by-laws or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- 1.3 Hearing - The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. 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 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.
- 1.4 Fines - The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- 1.5 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.
- 1.6 Payment of Fines - Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- 1.7 Application of Fines - All monies received from fines shall be allocated as directed by the Board of Directors.
- 1.8 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 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 Owner or occupant.

2. VIOLATIONS OF RULES, REGULATIONS OR OTHER GOVERNANCE

- 2.1 Complaints or concerns about violations of the Rules and Regulations of the Pinnacle Condominium Association will only be considered in written form.
- 2.2 The Rules & Regulations Violation Report form will include: (a) the Unit Owner or individual allegedly in violation of a rule or regulation, (b) the rule or regulation that was allegedly violated, (c) a description of the violation including date and time it was noticed, (d) any witnesses to the violation and (e) any communication that may have happened with the violating party prior to the reporting of this violation.
- 2.3 The form is to be filed with the Pinnacle management office.
- 2.4 Pinnacle management will immediately copy the violation report and deliver it to the Chair of the Rules, Regulations and Communications committee.
- 2.5 Management will be responsible for investigating a reported violation as well as any violations observed or reported by Pinnacle staff.
- 2.6 If, at any time, Pinnacle management and the Chair of the Rules, Regulations and Communications committee agree, a warning notice will be sent to the alleged violator (either delivered, sent by regular mail or registered mail as they deem appropriate) informing the Unit Owner of the alleged violation and requesting that they take corrective action within a certain period of time. If no action is taken within the cure period or the alleged violator disputes, in writing, the charge, then the alleged violator will be notified, in writing, of their rights under the By-Laws of the Pinnacle Condominium Association and Rule 17 of Schedule A of the By-Laws.
- 2.7 Valid violation reports will be recorded at the meetings of the Rules, Regulations and Communications committee.
- 2.8 A majority vote of the attending members of an official Rules, Regulations and Communications committee meeting can call for a hearing relating to any violation of Pinnacle rules, regulations, by-laws or covenants. The Unit Owner who is allegedly in violation will be notified, judged and, if necessary, penalized in accordance with the By-Laws of the Pinnacle Condominium Association and Rule D-1 herein (formerly Rule 17 of Schedule A of the By-Laws as amended.).

3. NEW RULES OR RULES CHANGES

- 3.1 Proposed rules or rules changes for the Pinnacle Condominium Association will only be considered in written form.
- 3.2 The Rules & Regulations Proposal form will include: (a) the printed name and signature of the Unit Owner or individual submitting the proposal, (b) the rule or regulation that is proposed, (c) a detailed justification for the proposed rule or regulation including problems it would resolve, (d) the printed name and signature of any other Unit Owner or Owners who support the proposed rule or regulation and (e) what would be the expense, if any, to the Pinnacle Condominium Association for implementing the proposal or developing a system necessary to enforce the proposal.
- 3.3 The form is to be filed with the Pinnacle management office. If the form is not filed in person, management will immediately notify the person submitting the form that the form has been received and is being processed.
- 3.4 Pinnacle management will immediately copy the Rules & Regulations Proposal form and deliver it to the Chair of the Rules, Regulations and Communications committee to be included on the agenda for the next possible meeting of the committee.
- 3.5 Management will be responsible for researching and reporting to the Rules, Regulations and Communications committee the feasibility and impact of any proposed rule placed on the agenda for a meeting.
- 3.6 Unit Owners who submit proposals for rules and regulations will be notified at least 48-hours in advance of the first meeting of the Rules, Regulations and Communications committee which will discuss, consider or take action on their proposal.

- 3.7 Notwithstanding the above procedure, new proposals for rules and regulations which are first brought to any official meeting of the Rules, Regulations and Communications committee by committee members or, subject to the committee approval, Unit Owners, may be discussed, considered, rejected or passed to the Board of Directors for approval without notification prior to the committee meeting.
- 3.8 Action on proposed rules and regulations will be accordance with the By-Laws of the Pinnacle Condominium Association and Rule D-1 herein (formerly Rule 17 of Schedule A of the By-Laws).

4. DISCLAIMER ON RULES

- 4.1 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.
- 4.2 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.
- 4.3 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 therefor and good cause shown in the sole option of the Board.

5. POSTING OF OFFICIAL NOTICES

- 5.1 Official notices of meeting of the Pinnacle Condominium Association will be posted at bulletin boards in all common areas as well as in each elevator in the Condominium
- 5.2 Official notices for all meetings of the Board of Directors will be printed on Yellow paper.
- 5.3 Official notices for all meetings of Committees of the PCA will be printed on Blue paper.
- 5.4 Notices of functions or events sponsored by the PCA will be printed on any color paper except Blue and Yellow and must be removed in favor of official notices of meetings of the Board or Committees.
- 5.5 Management will design a standardized style for each formal notification, which will be used for all PCA meetings.
- 5.6 Official notification areas are reserved for the exclusive announcement of Board and Committee meetings or PCA functions or events.

6. PINNACLE CONDOMINIUM ASSOCIATION NEWSLETTER

- 6.1 An editorial board to manage the newsletter will include all members of the Rules, Regulations and Communications committee and additional Unit Owners at the discretion of the Rules, Regulations and Communications committee.
- 6.2 A letter will be sent to all Unit Owners informing them of the establishment of a newsletter and its availability in the Pinnacle front desk, via e-mail or, subject to completion, on the Internet.
- 6.3 Prior to publication, the newsletter must be approved by the President of the Board of Directors of the Pinnacle Condominium Association. The President will give his approval in an expeditious manner.
- 6.4 The Pinnacle Condominium Newsletter is the official voice of the Pinnacle Condominium Association.

7. LEASING AND RENTAL PROCEDURES

- 7.1 Pursuant to Section 17.8 of the Declaration of the Pinnacle Condominium, the Association requires that Unit Owners leasing, renting or transferring occupancy of their unit to others must place into escrow with the Association a deposit of \$5,000 or, with acceptable documentation, a sum equal to the equivalent of one month's rental.
- 7.2 Pursuant to Section 18 of the Declaration of the Pinnacle Condominium, the Association requires that when a Unit Owner leases or rents a Unit, that Unit Owner will surrender his rights to use Common Elements and Association Property to the Renter or Lessee.
The owners, during the time period of the rental, must surrender the parking decal(s) from their car prior to the tenants being issued parking permits.

- 7.3 The Unit Owner will be responsible for completing and signing an Association form acknowledging and accepting total responsibility and liability for all actions of his/her renters or lessees (and their guests), the transfer of rights to use Association Property and Common Elements to the renters and lessees, the name or names of renters or Lessees authorized to occupy the unit and the start and end dates of the lease.
- 7.4 A form must be completed by all individual lessees or renters (and their guests) acknowledging that they have read, understand and accept all Rules and Regulations of the Pinnacle Condominium Association. A brief synopsis of certain rules will be provided to the renters or lessees when they register to receive Pool/Beach passes and Parking permit. Failure of the Association to present a synopsis does not relieve the Unit Owner of his/her responsibility to inform the lessees and renters of all rules and regulations in all Pinnacle documents. Unit Owners remain responsible for all actions of their renters and lessees (and their guests).
- 7.5 To maintain the security of the Owner's Unit and all Association Property and Common Elements, Lessees or Renters will not be issued keys for access to any Owner's Unit, Beach and Pool passes, Parking permits or any other Common Element or Association Property without the completion of all provisions of this Association Rule.
- 7.6 Each time a unit is rented, the owner must pay, in advance, a \$100 administrative fee; and each time a unit is sold, the purchaser must pay a \$100 administrative fee.

APPENDIX

APPENDIX A – Flooring Installation NOISE RESTRICTIONS (Sec. C-4.4)

The Association's approval of the proposed flooring installation does not constitute an acknowledgement or warranty that the floor is properly installed. It is the Unit Owner's sole responsibility to ensure that the contractor installs the underlayment and the floor materials in compliance with the manufacturer's specifications and that the floor coverings as installed, result in a *minimum Sound Transmission Classification (S.T.C.) of 52 and a minimum Impact Isolation Classification (I.I.C.) of 52.*

If the floor covering, as installed, is found to be in violation of the aforementioned requirements, the violating Unit Owner shall be liable for all costs incurred in testing. In addition, the Association shall be entitled to recover from the violating Unit Owner all reasonable attorney's fees and costs (including but not limited to pre-trial, arbitration, mediation, trial and appellate) incurred in testing, removal of floor covering and all other expenses associated with curing the violation, obtaining compliance, and all remedies to obtain compliance.

Any resident (complainant) who believes that a neighboring unit has improperly installed flooring shall notify the Association that he/she believes a violation exists. The Association shall investigate the source and severity of the noise and advise the complainant of its conclusion. The complainant may, at its own expense, retain an expert compliance. If such expert determines that the floor is not in compliance and shall be entitled to reimbursement of testing costs and all costs of compliance from the violating Unit Owner. If the expert determines the floor complies with the Association's requirements, then the complainant shall not be reimbursed for any costs, including the costs of the expert. If the complainant does not retain an expert, the Association shall be under no obligation to take any further action regarding the noise, other than its initial investigation.

Any owner seeking approval for installation of flooring other than carpeting shall execute appropriate documentation setting forth the agreement in connection with this rule.

EXHIBIT "B"

AMENDMENTS
TO THE
BY-LAWS
AND
ARTICLES OF INCORPORATION OF
THE PINNACLE CONDOMINIUM ASSOCIATION, INC.

(Additions shown by underlining; deletions by lined-through words)

1. Amendment to Article 4, Section 4.3(b) of the By-Laws to preclude more than three (3) absences at meetings by a Director as follows:

"(b) Any Director elected by the members (~~other than the Developer~~) may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director. Any Director who does not attend, in person, whether excused or unexcused three (3) Board of Directors meetings, whether regular or special since the last annual meeting of the membership of the Association, shall be determined to have resigned their position on the Board effective upon the conclusion of the third board meeting that said director failed to attend.

2. Amendment to Article 4, Section 4.6 of the By-Laws to require monthly Board Meetings as follows:

"Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. The Board of Directors shall be required to hold monthly meetings, according to the provisions stated in this Section 4.6 and elsewhere in these By-Laws. Meetings of the Board of directors may be held by telephone conference, with those directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used so that the conversation of those Directors attending by telephone may be heard by the Directors and any Unit Owners attending such meeting in person. Notice of meetings shall be given to each Directors, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the

Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors of where required by the Act. A Director or member of a Committee of the Board of Directors may submit in writing his/her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may be not be used for the purposes of creating a quorum.

3. Amendment Article 4, Section 4.1 and 4.3(b) of the By-Laws and Article 10, Section 10.1 of the Articles of Incorporation to require that a Director be a member of the Association or voting representative of a corporate owner as follows:

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors must be natural persons who are 18 years of age or older and must either be a member of the Association or the designated voting representative of a corporate unit owner. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). Directors may not vote at Board meetings by proxy or by secret ballot.

4.3(b) Any Director elected by the members (~~other than the Developer~~) may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the Condominium (~~other than appointees of the Developer or Directors who were not Unit Owners~~ or the removal of a Director from the designation as the voting representative of a corporate Unit Owner) shall constitute the resignation of such Director.

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. ~~Directors need not be members of the Association~~ must either be members of the Association or the designated voting representative of a corporate unit owner.

This instrument was prepared by:
KAYE & BENDER, P.L.
Andrew B. Black, Esq.
1200 Park Central Boulevard South
Pompano Beach, Florida 33064

CFN 2011R0834181
OR Bk 27925 Pgs 2378 - 2379; (2pgs)
RECORDED 12/13/2011 12:28:17
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

**CERTIFICATE OF AMENDMENT
TO THE RULES AND REGULATIONS
THE PINNACLE CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to Rules and Regulations of The Pinnacle Condominium Association, Inc., whose Declaration of Condominium was originally recorded in Official Records Book 18334 at Page 990 of the Public Records of Miami-Dade County, Florida, was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 8 day of December, 2011, at _____, Miami-Dade County, Florida.

By: Claude Allard

Print: CLAUDE ALLARD

Attest: Timothy C. Heberlein

Print: TIMOTHY C. HEBERLEIN

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 8 day of December, 2011 by Claude Allard as President and Timothy Heberlein as Secretary of The Pinnacle Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign Jason L. Cintron

print JASON L CINTRON
State of Florida at Large

My Commission Expires



Jason L. Cintron
COMMISSION # DD740317
EXPIRES: DEC. 09, 2011
WWW.AARONNOTARY.COM

THE PINNACLE CONDOMINIUM ASSOCIATION, INC.

POOL RESTRICTIONS

In conjunction with the provisions of the Article 11.1(f) of the Declaration of the Pinnacle Condominium ("Declaration") and the Rules and Regulations of the Association, as same may be amended from time to time, the following restriction shall apply to the use of the pool and spa facilities within the Community:

To promote the health, safety, and welfare of the all residents, any Unit Owner, approved occupant and/or authorized visitor is strictly prohibited from using the pool, jacuzzi, steam room and sauna, if he or she has any open wounds, open sores, abrasions that have not healed, or any other infectious diseases.

Any violation of this rule will result in full enforcement by the Association, including, but not limited to, dismissal from the pool and spa facilities and the imposition of monetary fines in accordance with the Florida Statutes.



CFN 2004R0063410
 DR Bk 22008 Pgs 4202 - 4222; (21pgs)
 RECORDED 01/29/2004 09:16:09
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

**CERTIFICATE OF AMENDMENT
 TO THE RULES AND REGULATIONS OF
 THE PINNACLE CONDOMINIUM**

I HEREBY CERTIFY THAT the attached update as of November 12, 2003 to the Rules and Regulations of The Pinnacle Condominium, whose Declaration is recorded in Official Records Book 18334 at Page 990, of the Public Records of Miami-Dade County, Florida, were duly adopted in accordance with the Declaration of Condominium.

IN WITNESS WHEREOF, I have affixed my hand this 22 day of DECEMBER, 2003, at Sunny Isles, Miami-Dade County, Florida.

WITNESSES

THE PINNACLE CONDOMINIUM
 ASSOCIATION, INC.

Sign [Signature]
 Print LOUIS PINCUS

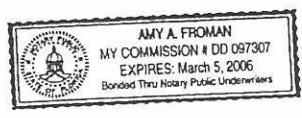
By: [Signature]
 JERRY McLAURIN
 President

Sign Amy A. Froman
 Print Amy A. Froman

STATE OF FLORIDA)
)
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 22 day of December, 2003, by JERRY McLAURIN, President of THE PINNACLE CONDOMINIUM ASSOCIATION, INC., a not for profit corporation, who is personally known to me or who produced FL Driver's License as identification and who did/did not take an oath.

Amy A. Froman
 NOTARY PUBLIC



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*The Pinnacle Condominium
Association*

Rules and Regulations 

Updated November 12, 2003

NOTE:

This document does not contain all the Rules, Regulations and Requirements of the Pinnacle Condominium Association. Please consult your Pinnacle Condominium Documents for other Rules, Regulations, and Requirements.

11/20/03 / Page1

THE PINNACLE CONDOMINIUM ASSOCIATION
RULES & REGULATIONS
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F. CITY OF SUNNY ISLES, CODES

1. DOGS ON THE BEACH

APPENDIX

A. GENERAL

1. EMPLOYEES AND BOARD OF DIRECTORS

- 1.1 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.
- 1.2 Residents may call the Management Office to request a maintenance person for minor repairs in their Unit. A Pinnacle employee may perform minor repairs in a Unit as long as the Property Manager has authorized the work.

Pinnacle employees may give estimates and perform minor repairs in a Unit granted that they perform the work during non working hours or on their day off. For minor repairs Pinnacle employees may stay working in the building, after 5:00PM, granted that they do not use any power tools that could disturb neighbors. Pinnacle Employees may also perform minor repairs on weekend days provided they are not required to use any power tools and no equipment is needed to be carried in the elevator.

Residents must call in all requests to the Management Office for approval. Once approval has been granted the employee will phone the resident in order to make arrangements with them. Residents should make all arrangements with the employee as well as payment. The Association does not guarantee any work performed by a Pinnacle Employee that has been independently contracted.

Minor repairs include but are not limited to the following:

- Replacing batteries in a smoke detector
- Replacing the instant hot water in the kitchen sink
- Tightening loose screws
- Replacing light bulbs
- Hanging Art Work
- Unclogging a toilet
- Drywall and painting (to be performed only by the painter on staff)

Our staff is not authorized to work on any Appliances, Air Conditioning Unit, Hot water heater, major plumbing such as removing a toilet, or any major electrical work. Residents must contact a licensed and insured contractor for these items.

Residents may also contract the housekeeping personnel to clean their Unit provided that it is during non working hours or their day off. These requests must also be made through the Management Office and the property manager must approve the request. All arrangements including payment must be made directly with the employee.

Although the Association allows Pinnacle personnel to perform minor "Handyman" type work it is the recommendation of the Association that Unit Owners should always hire licensed and insured contractors to perform work in their Units.

DISCLAIMER: The Association does not assume any responsibility or liability of work performed by Pinnacle Personnel resulting from work performed through an independent contract with a Pinnacle employee.

2. MOVE-INS, MOVE-OUTS AND DELIVERIES

- 2.1 All move-ins, move-outs, and deliveries, must be scheduled with the Management Office.
- 2.2 Receiving hours are the following: Monday through Friday, 9:00AM – 5:00PM. No weekend or holiday, as observed by Pinnacle Management, deliveries, or moving materials out is permitted. During this time, the Receiving Entrance is to remain closed. If you have large objects that you want to take to or from the building, it must be able to fit on the luggage/grocery carts; and you must use valet services. This transport of materials should be kept to a minimum. Remember all moves or deliveries are to occur from 9:00AM – 5:00PM Monday through Friday.
- 2.3 Please schedule the delivery of all valuables at a time when you will be available to take immediate receipt of them. This will save you and the staff time and concern. A receipt authorization form, which can be obtained from the management office, needs to be completed and signed before deliveries are accepted in your absence.
- 2.4 Notice for Move-ins and Move outs must be given at least seven (7) days prior in order to properly schedule a reservation for the service elevator. Any other deliveries must be scheduled not less than 24 hours in advance.
- 2.5 Access to the building by a contractor, vendor, or service person is obtained by first scheduling their arrival with the office and filling out a contractor authorization form.
- 2.6 Moving vehicles are permitted to park in designated areas only and must not park on the entrance drive or obstruct any parking areas.
- 2.7 One service elevator in each tower (north elevator) has been designated for move-ins, move-outs and deliveries. Exclusive use of the elevator is not possible.
- 2.8 All work including cutting, painting, carpentry, etc. must be performed in the apartment or off the premises. The foyers and hallways are not available as a work area.
- 2.9 Boxes can be disposed of properly by being broken down and brought to the dumpster rooms in the garage on the service level.
- 2.10 Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries.
- 2.11 For move-ins and move-outs, a refundable security deposit of \$1,000 and a \$125 moving fee must be paid and left with the management office. Deliveries, as determined by Management, require a refundable deposit of \$1,000.00.

3. VISITORS, GUESTS AND LIVE-IN GUESTS, PARKING

- 3.1 Unit Owners must notify the management office if you plan to have non-residents or guests reside in your home. Owners will be held liable for any damages, actions, noise, etc. that may be incurred by lessee, guest or relative. If they have a car, it must be registered in the main office.
- 3.2 Parking and Vehicle Registration. For registered guests, who park their car in excess of fourteen (14) days, there is a weekly fee \$25.00, for each week or portion thereof, that they park their car on Pinnacle Property. The one exception would be that, if the host resident had not used up their allocation of parking spaces, there would be no fee.
- 3.3 Upon arrival all guests must register at the front desk when visiting. Residents will be contacted by the front desk via telephone upon the arrival of guests. Residents must be home to authorize visitors in order to allow them access in to the building. Should residents wish to receive their guests elsewhere in the building other than to their unit, they must advise the front desk and inform them of the guest name(s) and estimated time of arrival.
- 3.4 An emergency contact form must be completed for any person providing regular domestic service.

4. PARENTAL RESPONSIBILITIES

- 4.1 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 recreation facilities.
- 4.2 Children may not play in the halls, elevators, or lobbies. Young children under the age of (12) must be accompanied by an adult in the pool and common areas.
- 4.3 For the first offense there will be a verbal warning to the parents; for the second offense a letter will be sent to the parents; for the third offense there will be a meeting with the parents and their child; the Manager and a Board Member. If the problem continues, fines and whatever other action that the Board deems necessary will be taken.

5. RESTRICTIONS ON PETS

- 5.1 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.
- 5.2 Dogs and cats shall not be permitted outside of their owner's Units unless attended by an adult and on a leash not more than six (6) feet long. There is one designated area for pets to relieve themselves and that is the "Pet Walk" at the south end of the property adjacent to the building. Pets are not permitted to roam freely or relieve themselves, on Pinnacle property, other than in the designated "Pet Walk" area. 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 Condominium property.
- 5.3 Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
- 5.4 All residents are required to obtain written approval from the Pinnacle Condominium Association Board of Directors before any pet, such as birds, dogs, or cats can be kept in the building. Register your pet with the Association Manager's office, including a picture.
- 5.5 Pets must be carried at all times within the common areas of the building and avoid the front desk area.
- 5.6 Not more than one (1) domesticated pet (i.e. dog or cat) at a restricted weight of twenty-five (25) pounds at full grown maturity may be kept in a unit at any one time and then only if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, and (iii) generally not a nuisance to residents of other units or of neighboring buildings. A violation shall entitle the association to require any pet to be permanently removed from the Condominium Property.
- 5.7 The first time a complaint is received about a dog barking, on the balcony or elsewhere, a letter of complaint is to be sent to the owner. The second time there is a complaint, a letter is sent with a \$100.00 fine. The third time there is a complaint; a letter is to be sent from the association attorney, requesting the removal of the dog.

6. SOLICITATION

- 6.1 Solicitations by residents for charity or any other purpose must be authorized in advance by the Pinnacle Condominium Association Board of Directors.

7. REGISTERING IN A GUEST – IF UNDER 18 YEARS OF AGE

- 7.1 Residents under the age of 18 may not authorize Guest Passes and privileges.

8. CONDITIONS ON GUESTS – IN AN OWNER'S ABSENCE

- 8.1 In an owner's absence, if they have a guest other than their immediate family staying in their apartment longer than fourteen (14) days, both the owner and the guest must sign an affidavit attesting that there is neither rent money nor other compensation involved.

9. USE OF FACILITIES BY GUESTS

- 9.1 Only Unit owners/renters, their parents and children and registered live-in residents can freely use our facilities and sign out towels etc. All others must have a guest pass, issued from the front desk and requested by a Unit owner/renter, in order to use the Pinnacle facilities. Registered guests and immediate family are not permitted to bring additional guests, who have not been registered by the Unit Owner/renter, to the Pinnacle facilities. An owner/renter cannot request a guest pass for time period of longer than one week.

10. NAME ON "RESIDENT DIRECTORY" AND THEIR USE OF FACILITIES

- 10.1 Other than owners/renters, their parents and children, and registered live in residents; the remainder of people, listed on the "Resident Directory", can have access to the Pinnacle and the apartment listed but not the facility unless a guest pass has been issued on behalf of the owner/renter.

B. COMMON AREAS & OTHER ASSOCIATION PROPERTY

1. OBSTRUCTIONS

- 1.1 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 purpose.
- 1.2 Do not leave your belongings unattended in hallways, elevators, lobbies, or other common areas. The Association cannot be responsible for such items

2. SIGNAGE

- 2.1 No sign, advertisement, notice or other graphics or lettering 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 or the Board of Directors of the Association. Additionally, 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.
- 2.2 Residents may not post signs on the Pinnacle property. A bulletin board serves for the use of official Board approved announcements. It is located in the mailroom, adjacent to the lobby. A bulletin board for the use of Pinnacle residents for special or individual announcements or notices is available and such signage is subject to the approval of Pinnacle management.

3. PARKING AND VEHICLE REGISTRATION

- 3.1 Every vehicle parking in the Pinnacle parking garage must clearly display a parking decal provided by the Pinnacle Condominium Association (PCA), which corresponds to the number on the parking space in which the vehicle is parked.
- 3.2 "The maximum number of vehicles registered to park on Pinnacle property for a 2 bedroom unit is two (2); for a 3 bedroom unit, the maximum is three (3); for combined units, the maximum is five (5). These limits are inclusive of any assigned spaces inside the parking garages that are reserved for the exclusive use of the assigned unit.
- Outside parking on Pinnacle property for registered vehicles is not guaranteed and is subject to availability as stated in Rule B-3.8.
- Registration of additional vehicles must be approved, in advance and in writing, by the Board of Directors and filed with the management office. Each additional vehicle will be charged a parking fee of \$100.00 a month.

Units with vehicles registered in the management office prior to February 18, 2002 are "grand fathered" and permitted to maintain registration of an equal number of vehicles until ownership of the unit

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- changes or is otherwise transferred. Grandfathering is not transferable to new owners, renters, or guests.
- 3.3 The Vehicle Identification Form must include (a) the vehicle owner's printed name and signature, (b) the Unit Owner's printed name and signature (if different from the vehicle owner), (c) the parking space number, (d) the Pinnacle unit number corresponding to the parking space, (e) the vehicle owner's and, if different, the Unit Owner's telephone number(s), (f) an emergency contact and telephone number, (g) the color of the vehicle, (h) the vehicle identification number, (i) the vehicle's state and license plate number and (j) the name of the company which insures the vehicle. The form must be fully completed before a parking decal is issued.
- 3.4 The Vehicle Identification Form must also include a legal disclaimer that (1) parking in the garage is at the owners risk and that neither the Pinnacle Condominium Association nor its management company accepts any responsibility beyond the extent of liability, if any, covered by the PCA insurance policy for vehicles parked in the garage or the contents of those vehicles and (2) clearly indicates that both levels of the parking garage may or may not be outside the "Coastal Construction Control Line".
- 3.5 Unit Owners who regularly use rental cars may receive one parking decal for each of their parking space upon completion of a Vehicle Identification Form that indicates the decal will be used for rental cars.
- 3.6 Vehicles parked in the parking garage and the outside parking areas by Valet must display a temporary tag hanging from the mirror, which identifies the parking space in which the vehicle is parked
- 3.7 Vehicles parked in the parking garage and the outside parking areas without clearly displayed parking decals or authorized Valet tags corresponding to the parking space they are occupying, as well as vehicles which are not parked fully within the assigned parking space or are otherwise improperly parked, are subject to towing with all recovery, towing and storage expenses to be the responsibility of the owner of the vehicle.
- 3.8 "All parking on Pinnacle Property is subject to availability. The only exceptions are: (a) parking garage spaces that have been assigned to units and properly registered in the management office (no assignments, temporary or permanent, will be considered valid unless registered in writing in the management office.) (b) spaces that are legally required for handicapped parking (c) hardship cases as approved in writing, in advance, by the Board of Directors and (d) spaces that may be reserved for authorized staff or employees.
- NOTE: Pinnacle residents, waiting to be parked, will be given priority.
- 3.9 "All vehicles on Pinnacle property must be parked by the Pinnacle valet service. The only exceptions are: vehicles properly authorized to park in assigned interior parking garage space(s) (b) utility, government, emergency, landscaping, commercial vehicles, moving vans or authorized delivery vehicles, for short term parking or (c) hardship situations as approved in writing, in advance, by the Board of Directors."
- NOTE: This rule requires contractors, workmen, domestics, real estate agents, massage therapists, tennis instructors as well as other such persons to have their vehicles valet parked. There will be no self-parking, "standing" or short-term parking except as specifically mentioned in the above rule.
- 3.10 The speed limit on all access roads and garage areas is (5) miles per hour.
- 3.11 No repair of vehicles shall be made on the Condominium property.
- 3.12 Due to space restrictions, boats, boat trailers, R.V.'s, motor homes or commercial vehicles are not permitted on the grounds without the prior written authorization of the Pinnacle Condominium Association Board of Directors.
- 3.13 To alleviate parking problems in peak periods, as determined by manager and or the Association Board, valets may use owner designated parking spots, if it is reasonably assumed in advance that said owner is out of town and will not require his/her parking spots. Should an owner arrive, the valet would immediately remove the car. (Owners do have the right to refuse their space to be used for overflow parking).
- 3.14 The definition of a vehicle includes, not only automobiles, but also motorcycles and all modes of

transportation that require a motor license.

4. USE OF COMMON AREA FOR PARTIES AND FUNCTIONS

- 4.1 The Common Areas, for parties and Functions, shall be limited to the Social Room and Kids Room.
- 4.2 Common areas of the Pinnacle are only available for parties or functions, which are sponsored by a Unit Owner of the Pinnacle Condominium Association. The Unit Owner or tenant must be present at the party or function at all times. The Unit Owner assumes total responsibility for any problems resulting from the function or party.
- 4.3 Unit Owners (Tenants) wishing to use the common areas for functions must complete a form no later than 72-hours prior to the event. The Common Area Use Form will include (a) the Unit Owner's (Tenant's) printed name and signature on a legal disclaimer in which the Unit Owner (Tenant) acknowledges the rules and regulations regarding use of the facility for an event and assumes all risks for damage or injury resulting from the event, (b) the name of the event, (c) the date and beginning and ending times of the event, (d) a brief description of the event, (e) the name of the sponsoring organization of the event, if any (f) the number of people expected at the event, (g) a description of any decorations, special furniture, equipment or other non-Pinnacle materials which will be used at the event, (h) a general description of any food or drink which will be provided at the event, (i) a specific indication if alcohol will be served, (j) whether or not there will be a charge for the event (if any charges to guests are proposed, prior approval must be obtained from the Board of Directors, (k) the number of vehicles that will be valet parked for the event, (l) any special deliveries, catering companies or other vendors that will deliver, set-up, tear-down or otherwise need access to the room prior to or after the event and (m) the specific Pinnacle common area designed for the event.
- 4.4 Unit Owners (Tenants) must post a \$200 damage deposit for all events, regardless of the size, no later than 72-hours prior to the event. The damage deposit is fully refundable if there is no damage to the common area or its contents at the sole discretion and judgment of the Management office.
- 4.5 Unit Owners (Tenants) must pay a \$50 non-refundable fee for any event. This is a fee, which will be used to clean the room following the event but does not cover unreasonable and unusual messes that require cleaning. Costs for such extra cleaning will be taken from the damage deposit. The Unit Owner (Tenant) shall be responsible for any costs incurred over and above the amount of the damage deposit as well. For parties larger than 40 people, the fee will be \$175 non-refundable for cleaning and valet service.
- 4.6 No Pinnacle towels, lounge chair pads, glasses may be used for these events.
- 4.7 Use of catering services, non-Pinnacle equipment or any aspect of the event is subject to approval of Pinnacle management or the Pinnacle Condominium Association.
- 4.8 Notwithstanding all of the above, any meeting or function sponsored by the Board of Directors of the Pinnacle Condominium Association or its committees is exempt from these rules except proper notification of date, time, size and location to the management company.
- 4.9 Parties, consisting of more than 75 people, must be approved by the Board of the Directors and subject to any and all conditions imposed on them by the Board.

5. BEACH AND POOL RULES

- 5.1 Beach chairs, lounge pads, towels, umbrellas and cabana hoods will be available to unit owners and registered guests on a "first come, first served" basis. No advanced reservations will be permitted.
- 5.2 Equipment is only available during hours when an attendant is on duty.
- 5.3 A maximum of 6 chairs, 6 pads, 6 towels and 3 umbrellas or cabana hoods will be allowed per unit, which includes guests, except on Federal holiday weekends or other dates as determined by Pinnacle Management when the limit, which includes guests, per unit will be 4 chairs, 4 pads, 4 towels and 2 umbrellas or cabana hoods.

- 5.4 Guests must register at the Lobby Desk each day for guest passes which will allow them to check out 1 chair, 1 pad, 1 towel, and 1 umbrella per guest pass. Residents must be present, or have given written communication, before a guest pass is assigned to a guest.
Note: The limit for each Unit is 3 umbrellas and 2 umbrellas on Federal Holiday weekends or other dates as determined by Management.
- 5.5 All chairs, pads, towels and umbrellas or cabana hoods must be signed out on form provided by beach/pool attendants. Towels must be returned to attendants at the end of the day. There will be a charge for each unreturned towel based on the actual cost at the time of the violation. Unit owners will be responsible for the equipment checked out to their guests. If a resident or guest does not return a towel(s): The first time, and if all towels are accounted for, a reminder letter is sent advising that resident/renter that all towels must be returned or they will be charged for the towel. The second offense, the resident/renter will be charged for the towels not returned. Until those towels are returned or paid for, the unit will not receive any additional towels.
- 5.6 Beach equipment, including towels, cannot be removed from the Pinnacle pool and the beach areas.
- 5.7 Chairs, pads, umbrellas and/or cabana hoods left unattended for more than one hour will become available unless the owner or guest specifically notifies beach attendant that they will return to use the equipment.
- 5.8 If no chairs are immediately available for a Pinnacle resident, upon request of the resident, the beach/pool attendant will acquire any chair that has been left unattended.
- 5.9 Beach/pool attendants will not be responsible for any items left unattended or removed from chairs.
- 5.10 All children (Ages 12 and under) must be accompanied by an adult at all beachside recreational Common Areas, including the Tennis Court, Gym/Spa, and the Children's room.
- 5.11 Swimmers must shower before entering the pool or spa.
- 5.12 No animals are allowed on the beachside recreational Common Areas.
- 5.13 No food or drink is allowed within 12 feet of the pool or spa.
- 5.14 No glass items are allowed on the beachside recreational Common Areas.
- 5.15 No children in diapers are allowed in the pool (swimeeze are acceptable). An adult must supervise infants in the pool at all times.
- 5.16 No one under the age of twelve (12) years old is allowed in the Jacuzzi/Hot Tub unless accompanied by an adult.
- 5.17 Nude swimming or sunbathing is not allowed on Pinnacle property.
- 5.18 Beach-goers must rinse sand off their feet before entering the pool area and the building.
- 5.19 The Pool / Jacuzzi is not to be used from 10:00 pm to 6:00 am.
- 5.20 Physical games such as baseball, soccer, football, ball throwing, etc. are not permitted at the pool deck level or anywhere, with the exception of the beach, on Pinnacle property. The one exception is games, in the pool, with inflatable beach balls.
- 5.21 The cushions, on beach chairs and the pool lounge chairs, must be covered with a Pinnacle assigned towel.
- 5.22 No musical instruments or sound systems, other than headsets, can be used at the pool deck.
- 5.23 In order to protect the integrity of the umbrellas and avoid bodily injuries that may be caused by blown away umbrellas, the use of the umbrellas will be temporarily discontinued when high winds exist. This decision will be at the sole discretion of Management.

6. RESTRICTED AREAS

- 6.1 No one is permitted access to restricted areas of the property, including the roof and areas under construction unless approved by Pinnacle management or a member of the Board of Directors and accompanied by Pinnacle security.

7. DAMAGE

- 7.1 Unit Owners accept financial responsibility for any damage done by themselves, their dependents, tenants or their guests to any part of the Condominium, or the Pinnacle property. This includes marking, engraving, denting, or defacing.

8. ATTIRE

- 8.1 In all Pinnacle common areas, residents and guest will wear appropriate attire that is consistent with common decency. Shoes and cover-up must be worn in the lobby at all times.

9. SMOKING

- 9.1 Smoking is not allowed in hallways and lobbies. Smoking is not permitted in the spa or work out room.

10. BICYCLES, SCOOTERS, ROLLER BLADES, ETC.

- 10.1 Scooters, roller blades, bicycles, skateboards or other mechanical recreational equipment are not allowed to be used in the lobby, hallways, ocean-side pool deck or other Common Areas or Association Property.
- 10.2 Bicycles must use garage access to enter and depart the building.

11. TENNIS COURT RULES

- 11.1 Tennis courts are to be used only by Pinnacle unit owners and their registered guests.
- 11.2 Registered guests not playing with unit owners must yield to court to unit owner who are waiting.
- 11.3 There is a one-hour limit for unit owners when other unit owners are waiting.
- 11.4 The tennis courts are to be used exclusively for playing tennis.
- 11.5 Failure to reserve the court, at the front desk, will forfeit the right of the person using the court.
- 11.6 Unpunctuality will result in the court being forfeited to the next reservation.
- 11.7 The tennis court cannot be reserved more than 72 hours (three days) in advance. Reservations made more than three days in advance will be automatically cancelled.
- 11.8 Registered guests, not playing with Unit Owners, must yield the court to Unit Owners who are playing.

12. HEALTH CLUB RULES

- 12.1 Use of the facility is restricted to unit owners and their registered guests. Visitors or guests must register at the front desk and must have a recreation pass in their possession when using these facilities.
- 12.2 Children under the age of 16 are not permitted to use of this facility.
- 12.3 Each unit owner, occupant or guests uses the room and equipment at his/her own risk. The association assumes no liability.
- 12.4 Sneakers and other proper attire must be worn. Wet bathing suits are not permitted. Towels are recommended.
- 12.5 Smoking is not permitted.
- 12.6 Food is not permitted. Beverages are permitted only in plastic capped containers.
- 12.7 A/C is set at 66-68 degrees.
- 12.8 Equipment and/or lights must be turned off when leaving.
- 12.9 A time limit of one half hour is suggested among unit owners when someone is waiting to use the same equipment.
- 12.10 Registered guests not using the facilities with unit owners must yield use of equipment to unit owners.
- 12.11 Radios, cassettes, CD's, etc. are permitted only with headphones when a second person is present.
- 12.12 Misuse of equipment or improper conduct towards others or any violations of these rules can result in unit owners and/or their registered guests from use of room.
- 12.13 All problems should be reported to the association management office or front desk.
- 12.14 The television is to be left on CNN when a second person is present.
- 12.15 The gym and spa facilities are closed from midnight (12:00 am) to 5 a.m.

13. BEACH CABANAS

- 13.1 No structural changes may be made without the prior written approval of the Board of Directors and the governing municipality.
- 13.2 The only appliances, that can be installed, are a bar-size sink, a microwave oven and a refrigerator. One can also have a radio / stereo system, television, and telephone.
- 13.3 They can never be used as a living space or slept in overnight.
- 13.4 They cannot be rented separate from the condominium unit to which the cabana is appurtenant.
- 13.5 The only usage of the cabana permitted is as a place to change clothes or briefly relax during times when a unit owner is using the pool or the beach.
- 13.6 All the articles, with the exception of article 4.4, in these Rules and Regulations, under C. Individual Units and Unit Owners apply to the cabana owners.

14. USE OF LUGGAGE CARTS

- 14.1 Residents, tenants, and or guests are not permitted to use the luggage/grocery carts. The Valet attendants will reserve the exclusive right to use these carts.

15. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO THE EXTERIOR LIMITED COMMON AREA

- 15.1 There shall be no additions, alterations, or improvements to the exterior limited common areas due to reasons concerning aesthetics, warranty issues, and insurance premiums.

16. CHANGES TO COMMON HALLWAYS BETWEEN APARTMENTS

- 16.1 Furniture and decorations may be permitted to be placed in the common hallways between apartments provided that both Owners agreed to it.
- 16.2 Should one Owner sell and the new Owner not agree to the furniture and decorations, then whatever cannot be mutually agreed upon must be removed.
- 16.3 The wall coverings and carpet on the floor cannot be changed

Note: September 2003, the Board, through the Architectural and Design Committee, shall determine the criteria for the acceptability of said furnishings and decorations

C. INDIVIDUAL UNITS AND UNIT OWNERS

1. PERSONAL PROPERTY

- 1.1 The personal property of Unit Owners and occupants must be stored in their respective Units.

2. TRASH DISPOSAL

- 2.1 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 or disposal or collection shall be complied with.
- 2.2 All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
- 2.3 Residents who use the plumbing for such purposes will be held financially responsible for any necessary repairs.

3. FLAMMABLE MATERIALS

- 3.1 No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

4. NOISE RESTRICTIONS

- 4.1 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.
- 4.2 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.
- 4.3 Between the hours of 10:30 PM and 8:00 AM, volume on home entertainment equipment including such items as televisions, musical instruments and stereos must be kept at an acceptable level. Hallway noises must also be kept to a minimum between these hours. Exercise audio courtesy, please, at all times
- 4.4 No floor covering of any type, except for carpeting, may be installed in any Unit without the prior written consent of the Board of Directors. This includes patio and balcony areas. The responsibilities of Unit Owners, the Association and any Unit Owner complainant are detailed in Appendix A of the Rules and Regulation of the Pinnacle Condominium Association.
- 4.5 Construction, assembly, repair or patch work of any type inside or outside units using tools such as hammers, electric or battery-driven drills, saws, scrapers, sanders and any other noise-making instruments - are permitted only between the hours of 9 A.M. to 5 P.M. on weekdays. No such work is permitted on weekends and holidays, as observed by Pinnacle Management, and after 5 P.M. or before 9 A.M. on weekdays.
- 4.6 These rules apply to contractors, repairmen, handymen, mechanics, as well as unit owners, their family, visitors, or in case of lease, their tenants.
- 4.7 In a bona fide emergency, the Security desk must be notified immediately by the owner/tenant in whose unit the need for emergency work needs to be performed outside the (above) posted hours. Security must immediately notify Pinnacle Management, a member of the Pinnacle Condominium Association board or the chair of the Rules, Regulations & Communications committee for immediate evaluation of the emergency situation.

5. UNIT EXTERIOR

- 5.1 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. This includes satellite dishes.
- 5.2 Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way.
- 5.3 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. Curtains colored other than white or off-white must first meet the design criteria set forth by the Association. An architectural modification request form can be obtained from the Association manager's office. Please fill out and await approval prior to any installation.
- 5.4 Outdoors television and radio antennas are not permitted neither are electrical wiring nor machines that protrude through the walls of a residence.
- 5.5 No articles other than patio-type furniture and plants shall be placed on the balconies, patios or other Common Elements. No linens, clothes, 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.
- 5.6 Furniture and umbrellas visible above the height of the railing from the outside of the building are not permitted. Only plants and conforming satellite dishes may be visible above the height of the railing.
- 5.7 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.

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- 5.8 Residents may not enclose, nor cover, nor alter balconies and terraces in any way. Residents may not affix, paint or cover the exterior windows, walls or doors in any fashion whatsoever.
- 5.9 Lose items cannot be placed on the ledge of balconies or terraces.
- 5.10 Cooking devices may not be used on balconies or terraces.
- 5.11 If you expect to be away for an extended period of time, all objects must be removed from your balcony or terrace.
- 5.12 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.
- 5.13 No unit owner shall cause or allow improvements or changes to any unit, Limited Common Elements, appurtenant to either, Common Elements or Association P{property, including but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air conditioning units, which in any manner change the appearance of any portion of the building or the exterior of said unit, without obtaining the prior consent of the Association.

5.14 **Satellite Dish Antennae**

Management must be informed in advance of a unit owner's intent to install a satellite television antenna in their unit or their balcony. A form must be completed and filed in the management office, which indemnifies the Pinnacle Condominium Association of any liability for damage, or injury that may be caused by the exterior satellite dish antenna.

Running the Cable Wire from the Satellite to the Television

The coaxial cable is required to be run through the top most point of the permanently fixed glass window casing, by drilling a 3/8" hole through the casing, making sure to keep away from the glass, pushing the coaxial through the holes, then silicone the area as to prevent water penetration. The coaxial located on the exterior shall be secured in the track of the casing in a nature specified, and secured around the corner wall, to the satellite dish, with specified hardware, as to secure it to the wall and floor. The management office will provide diagrams required.

The antenna must be installed so that it can be removed from it's mounting in very high winds and during hurricane warnings. Those residents leaving the Pinnacle for extended periods of time and during hurricane season must remove their dish antenna from the balcony.

The antenna must be no larger than 1 meter in diameter, cream color, and cannot be attached to the exterior of the building or any portion of the balcony or railing.

The one exception is that if you have tile, on your balcony, a dish may be permanently installed to the tile by using screws no longer than 2 inches. This installation must be under the supervision of the Pinnacle Management. Written permission, with all details, must be submitted to Management in advance.

The antenna must be mounted in free-standing mounts as described below and cannot extend over the edge of the balcony railing or in any manner that would, in the sole opinion of the Association, create a safety hazard or threat to the integrity of the building surface or structure.

Under no circumstances can the satellite extend over the balcony railing.

The minimum requirements for installing a freestanding exterior satellite antenna are:

1. A pre-poured concrete container with a minimum height of 18" and minimum diameter of 28" will be used on the balcony for the freestanding mount. The container must not be attached to the balcony, walls, windows, doors, or railings.
2. Two poles must be sunk into the container using Quick Crete, or a similar cement product. The first, a large pipe, must be at least 4" in diameter and 12" in height sunk in concrete inside the container. The second, a 1 5/8" in diameter pole that attaches to the antenna, is sunk into the drying concrete inside the larger pipe.
3. The remainder of space in the container should be filled with the cement product (space may be left for decorative rocks or other fill).

4. The height/length of the 1 5/8" pipe for mounting of the dish depends upon the positioning of the unit and the angle needed to be in proper site of the satellite.
 5. The one-meter or smaller dish is then mounted to the 1 5/8" pole.
 6. A picture will be made by management of the final installation and placed in the unit's file.
- Failure to comply with the requirements of this rule C-5.14 may result in the Association having the antenna and all supporting equipment removed at the unit owner's expense.

5.15 Solar Control Films and Safety/ Security Films

Management must be informed, in advance, of a Unit Owner's intent to install Film on their windows. The Board has negotiated a reduced price, on a group rate basis, for this installation through a local agent. You can arrange this through Management. For this, There is no need to go through the Architectural and Engineering Committee for approval, for a neutral color and material, has already been approved for this aforementioned Agent. Of course, you are free to use any Company you want. However, you must submit your plan, to the Architectural and Design Committee for approval of this installation.

5.16 BALCONY SCREEN DOORS

Retractable Screen Doors

The Pinnacle Management Office must be informed in advance of a Unit Owner's intent to install Balcony Retractable Screen Doors. The installation must be under the supervision of Management. An architectural modification request form must be submitted to the Management Office and can be obtained from the Management Office. Once the Unit Owner has completed the application and submitted the forms to the Management Office the Office will then forward the application to the Architectural and Engineering Committee for approval. Once approval has been granted to the Unit Owner the Unit Owner may begin the installation. The Management Office will require that a photo be taken of the installation once it has been completed.

Specifications:

"Balcony Screen Doors" shall mean a Retractable Screen used on the balcony sliding glass doors which shall be permanently affixed or attached in a manner consistent with manufactures specifications as its main purpose or incidental to its main purpose, as protection against ultraviolet radiation to help maintain a stable indoor climate and to prevent insects from flying into the unit.

The style of the Retractable Screens as adopted by the Pinnacle Condominium Association Board of Directors shall be as follows:

- a. All sliding glass doors (1/4' tempered glass panels) with access from the balcony are to use retractable Screens also known as Sliding Glass Door Screens.
- b. All Retractable screens are to be mounted flush against the sliding glass door frame.
- c. Retractable Screens shall be made of vinyl material with one of two colors, clear or a tinted black tone color to conform with the natural tint of the existing tint of the sliding glass door.
- d. The aluminum frame color of the retractable screens is to be "white" matching the same color of the existing window frames and balcony railing.
- e. Those residents leaving the Pinnacle for extended periods of time and during hurricane season must leave retractable screens in the retracted or open position.
- f. All screws used to install screens are to be stainless.
- g. Manufactures installation specifications must be submitted along with architectural modification request form.

In additions to the above specifications, refer also to section 5.1 of Unit Exterior for additional rules and regulations specific to balconies.

6. HURRICANE SEASON

6.1 In case of a Hurricane Watch, all items must be removed from balconies and terraces within a certain period of time.

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 names(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

7. HURRICANE SHUTTERS

7.1 Specifications:

"Hurricane Shutter" shall mean any device, installation, equipment or appliance, whether permanent or temporary, affixed or attached in any manner to any portion of the exterior of a building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm.

The style of hurricane shutters as adopted by the Pinnacle Condominium Association Board of Directors as of April 29, 2002 shall be as follows:

- a. All doors and windows (1/4' tempered glass panels) with access from the balcony are to use Roll-up Style Shutters also known as Roll down shutters.
- b. All hurricane shutters are to be mounted flush against (alongside touching) the sliding glass door and window frame.
- c. All hurricane shutters must be able to be opened from the inside.
- d. All hurricane shutters shall be made of aluminum material.
- e. The color of all hurricane shutters are to be "white" matching the same color of the existing window frames and balcony railing.

The very specific details, for the installation of Hurricane Shutters and the application, are available from the management. It is imperative that you read this before purchasing Hurricane shutters.

8. INCIDENT AND MAINTENANCE REPORTING

8.1 "We are here to serve you. These words are sometimes overused and under-delivered, however at Pinnacle; this is Management's primary objective. With this in mind, we would like to address the specific area of Incident and Maintenance Reporting. In some cases, we have found our members to be reluctant to report incidents, assuming either that we are already aware, or that another party has reported the same. This is not always the case. Property incidents can include water leakage, moisture buildup, the presence of mildew, and equipment not operating properly. From a personal injury standpoint, these reports can include trip and fall hazards or any other possibly unsafe conditions you may observe. Our management welcomes and encourages you to report any of these issues whether or not you feel it is the Association's and Management's responsibility. Upon receipt of your report, we first log the incident to see whether or not another party has reported it to us. Next, we assign and dispatch the appropriate person to investigate. If corrective action is taken, or if it is an issue that we either cannot resolve, or are not responsible to resolve, we will advise you.

If at any time your Unit is involved in an incident which involves a leak of any sort you must report this incident to the Management Office. As a Unit Owner you are responsible to immediately contact an insured water restoration company, who is qualified, to make all necessary repairs and treatments to your Unit in order to prevent any type of mold or mildew from growing. If the Unit Owner fails to follow the proper procedures that Unit Owner may be held liable for any future findings of mold that can be directly linked to that Unit Owners specific incident.

As you can see, it is our objective to be proactive in the Management process and we encourage you to always alert management of any potential problem."

D. PROCEDURE

1. RULE AUTHORITY

- 1.1 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 combinations thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, 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 the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:
- 1.2 Notice – The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing 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 statements of the provisions of the declaration, association by-laws or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- 1.3 Hearing – The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. 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 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.
- 1.4 Fines – The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- 1.5 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.
- 1.6 Payment of Fines – Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- 1.7 Application of Fines – All monies received from fines shall be allocated as directed by the Board of Directors.
- 1.8 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 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 Owner or occupant.

2. VIOLATIONS OF RULES, REGULATIONS OR OTHER GOVERNANCE

- 2.1 Complaints or concerns about violations of the Rules and Regulations of the Pinnacle Condominium Association will only be considered in written form.
- 2.2 The Rules & Regulations Violation Report form will include: (a) the Unit Owner or individual allegedly in violation of a rule or regulation, (b) the rule or regulation that was allegedly violated, (c) a description of the violation including date and time it was noticed, (d) any witnesses to the violation and (e) any communication that may have happened with the violating party prior to the reporting of this violation.
- 2.3 The form is to be filed with the Pinnacle management office.
- 2.4 Pinnacle management will immediately copy the violation report and deliver it to the Chair of the Rules, Regulations and Communications committee.

- 2.5 Management will be responsible for investigating a reported violation as well as any violations observed or reported by Pinnacle staff.
- 2.6 If, at any time, Pinnacle management and the Chair of the Rules, Regulations and Communications committee agree, a warning notice will be sent to the alleged violator (either delivered, sent by regular mail or registered mail as they deem appropriate) informing the Unit Owner of the alleged violation and requesting that they take corrective action within a certain period of time. If no action is taken within the cure period or the alleged violator disputes, in writing, the charge, then the alleged violator will be notified, in writing, of their rights under the By-Laws of the Pinnacle Condominium Association and Rule 17 of Schedule A of the By-Laws.
- 2.7 Valid violation reports will be recorded at the meetings of the Rules, Regulations and Communications committee.
- 2.8 A majority vote of the attending members of an official Rules, Regulations and Communications committee meeting can call for a hearing relating to any violation of Pinnacle rules, regulations, by-laws or covenants. The Unit Owner who is allegedly in violation will be notified, judged and, if necessary, penalized in accordance with the By-Laws of the Pinnacle Condominium Association and Rule D-1 herein (formerly Rule 17 of Schedule A of the By-Laws as amended).

3. NEW RULES OR RULES CHANGES

- 3.1 Proposed rules or rules changes for the Pinnacle Condominium Association will only be considered in written form.
- 3.2 The Rules & Regulations Proposal form will include: (a) the printed name and signature of the Unit Owner or individual submitting the proposal, (b) the rule or regulation that is proposed, (c) a detailed justification for the proposed rule or regulation including problems it would resolve, (d) the printed name and signature of any other Unit Owner or Owners who support the proposed rule or regulation and (e) what would be the expense, if any, to the Pinnacle Condominium Association for implementing the proposal or developing a system necessary to enforce the proposal.
- 3.3 The form is to be filed with the Pinnacle management office. If the form is not filed in person, management will immediately notify the person submitting the form that the form has been received and is being processed.
- 3.4 Pinnacle management will immediately copy the Rules & Regulations Proposal form and deliver it to the Chair of the Rules, Regulations and Communications committee to be included on the agenda for the next possible meeting of the committee.
- 3.5 Management will be responsible for researching and reporting to the Rules, Regulations and Communications committee the feasibility and impact of any proposed rule placed on the agenda for a meeting.
- 3.6 Unit Owners who submit proposals for rules and regulations will be notified at least 48-hours in advance of the first meeting of the Rules, Regulations and Communications committee which will discuss, consider or take action on their proposal.
- 3.7 Notwithstanding the above procedure, new proposals for rules and regulations which are first brought to any official meeting of the Rules, Regulations and Communications committee by committee members or, subject to the committee approval, Unit Owners, may be discussed, considered, rejected Or passed to the Board of Directors for approval without notification prior to the committee meeting.
- 3.8 Action on proposed rules and regulations will be accordance with the By-Laws of the Pinnacle Condominium Association and Rule D-1 herein (formerly Rule 17 of Schedule A of the By-Laws).

4. DISCLAIMER ON RULES

- 4.1 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.

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4.2 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.

- a. 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 therefor and good cause shown in the sole option of the Board.

5. POSTING OF OFFICIAL NOTICES

- 5.1 Official notices of meeting of the Pinnacle Condominium Association will be posted at bulletin boards in all common areas in the Condominium.
- 5.2 Official notices for all meetings of the Board of Directors will be printed on Yellow paper.
- 5.3 Official notices for all meetings of Committees of the PCA will be printed on Blue paper.
- 5.4 Notices of functions or events sponsored by the PCA will be printed on any color paper except Blue and Yellow and must be removed in favor of official notices of meetings of the Board or Committees.
- 5.5 Management will design a standardized style for each formal notification, which will be used for all PCA meetings.
- 5.6 Official notification areas are reserved for the exclusive announcement of Board and Committee meetings or PCA functions or events.

6. PINNACLE CONDOMINIUM ASSOCIATION NEWSLETTER

- 6.1 An editorial board to manage the newsletter will include all members of the Rules, Regulations and Communications committee and additional Unit Owners at the discretion of the Rules, Regulations and Communications committee.
- 6.2 A letter will be sent to all Unit Owners informing them of the establishment of a newsletter and its availability in the Pinnacle front desk, via e-mail or, subject to completion, on the Internet.
- 6.3 Prior to publication, the newsletter must be approved by the President of the Board of Directors of the Pinnacle Condominium Association. The President will give his approval in an expeditious manner. The Pinnacle Condominium Newsletter is the official voice of the Pinnacle Condominium Association.

7. LEASING AND RENTAL PROCEDURES

- 7.1 Pursuant to Section 17.8 of the Declaration of the Pinnacle Condominium, the Association requires that Unit Owners leasing, renting or transferring occupancy of their unit to others must place into escrow with the Association a deposit of \$5,000 or, with acceptable documentation, a sum equal to the equivalent of one month's rental.
- 7.2 Pursuant to Section 18 of the Declaration of the Pinnacle Condominium, the Association requires that when a Unit Owner leases or rents a Unit, that Unit Owner will surrender his rights to use Common Elements and Association Property to the Renter or Lessee.
The owners, during the time period of the rental, must surrender the parking decal(s) from their car prior to the tenants being issued parking permits.
- 7.3 The Unit Owner will be responsible for completing and signing an Association form acknowledging and accepting total responsibility and liability for all actions of his/her renters or lessees (and their guests), the transfer of rights to use Association Property and Common Elements to the renters and lessees, the name or names of renters or Lessees authorized to occupy the unit and the start and end dates of the lease.
- 7.4 A form must be completed by all individual lessees or renters (and their guests) acknowledging that they have read, understand and accept all Rules and Regulations of the Pinnacle Condominium Association. A brief synopsis of certain rules will be provided to the renters or lessees when they register to receive Pool/Beach passes and Parking permit. Failure of the Association to present a synopsis does not relieve the Unit Owner of his/her responsibility to inform the lessees and renters of all rules and regulations in all Pinnacle documents. Unit Owners remain responsible for all actions of their renters and lessees (and their guests).

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- 7.5 To maintain the security of the Owner's Unit and all Association Property and Common Elements, Lessees or Renters will not be issued keys for access to any Owner's Unit, Beach and Pool passes, Parking permits or any other Common Element or Association Property without the completion of all provisions of this Association Rule.
- 7.6 Each time a unit is rented, the owner must pay, in advance, a \$100 administrative fee; and each time a unit is sold, the purchaser must pay a \$100 administrative fee.

8. COMMUNICATION WITH THE BOARD OF DIRECTORS

- 8.1 Every Unit Owner, who desires to speak at a Board Meeting, may do so provided that the Unit Owner has filed a written request with the Secretary of the Association not less than 48 hours prior to the scheduled time for commencement of the Meeting. A Unit Owner does not have the right to speak with respect to items not specifically designated on the Agenda.
- 8.2 Concerns and/or suggestions can be given to the Board in writing. To be part of the next Board Meeting, it must be received not less than 48 hours prior to the scheduled time for the Commencement of the Meeting.

E. AMENDMENTS TO THE BY-LAWS AND ARTICLES OF INCORPORATION OF THE PINNACLE ASSOCIATION, INC.

1. Amendment to Article 4, Section 4.3(b) of the By-Laws to preclude more than three (3) absences at meetings by a Director as follows:
- "(b) Any Director elected by the members may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for the purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director. Any Director who does not attend, in person, whether excused or unexcused three (3) Board of Directors meetings whether regular or special since the last annual meeting of the membership of the Association, shall be determined to have resigned their position on the Board effective upon the conclusion of the third board meeting that said director failed to attend.

Amendment to Article 4, Section 4.6 of the By-Laws to require monthly Board Meetings as follows:

"Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. The Board of Directors shall be required to hold monthly meetings, according to the provisions stated in this Section 4.6 and elsewhere in these By-Laws. Meetings of the Board of directors may be held by telephone conference, with those directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used to that the conversation of those Directors attending by telephone may be heard by the Directors and Unit Owners attending such meeting in person. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. Special meetings of the Directors may be call by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors of where required by the Act. A Director or member of a Committee of the Board of Directors may submit in writing his/her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may be not be used for the purposes of creating a quorum.

7. Amendment Article 4, Section 4.1 and 4.3(b) of the By-Laws and Article 10, Section 10.1 of the Articles of Incorporation to required that a Director be a member of Association or voting representative of a corporation owner as follows:

"4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors must be natural persons who are 18 years of age or older and must either be a member of the Association or the designated voting representative of a corporate unit owner. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). Directors may not vote at Board meetings by proxy or by secret ballot.

4.3(b) Any Director elected by the members may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members call for the purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the

Condominium or the removal of a Director from the designation as the voting representative of a corporate Unit Owner) shall constitute the resignation of such Director.

- 10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors must either be members of the Association or the designated voting representative of a corporate unit owner.

F. CITY OF SUNNY ISLES, CODES

1. DOGS ON THE BEACH

Section 5-4 of the City Code of Ordinances, deems it unlawful to permit or allow any dog into or upon any Public Park or Beach. **Violators are subject to an immediate fine of #50.00.**

APPENDIX

APPENDIX A – Flooring Installation NOISE RESTRICTIONS (Sec. C-4.4)

The Association's approval of the proposed flooring installation does not constitute an acknowledgement or warranty that the floor is properly installed. It is the Unit Owner's sole responsibility to ensure that the contractor installs the underlayment and the floor materials in compliance with the manufacturer's specifications and that the floor coverings as installed, result in a *minimum Sound Transmission Classification (S.T.C.) of 52 and a minimum Impact Isolation Classification (I.I.C.) of 52.*

If the floor covering, as installed, is found to be in violation of the aforementioned requirements, the violating Unit Owner shall be liable for all costs incurred in testing. In addition, the Association shall be entitled to recover from the violating Unit Owner all reasonable attorney's fees and costs (including but not limited to pre-trial, arbitration, mediation, trial and appellate) incurred in testing, removal of floor covering and all other expenses associated with curing the violation, obtaining compliance, and all remedies to obtain compliance.

Any resident (complainant) who believes that a neighboring unit has improperly installed flooring shall notify the Association that he/she believes a violation exists. The Association shall investigate the source and severity of the noise and advise the complainant of its conclusion. The complainant may, at its own expense, retain an expert compliance. If such expert determines that the floor is not in compliance and shall be entitled to reimbursement of testing costs and all costs of compliance from the violating Unit Owner. If the expert determines the floor complies with the Association's requirements, then the complainant shall not be reimbursed for any costs, including the costs of the expert. If the complainant does not retain an expert, the Association shall be under no obligation to take any further action regarding the noise, other than its initial investigation.

Any owner seeking approval for installation of flooring other than carpeting shall execute appropriate documentation setting forth the agreement in connection with this rule.

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This instrument was prepared by:
ANTHONY A. KALLICHE, ESQ.
Becker & Poliakoff, P.A.
5201 Blue Lagoon Drive, Suite 100
Miami, Florida 33126

02R519157 2002 AUG 20 14:02

**CERTIFICATE OF AMENDMENT TO
RULES AND REGULATIONS OF
THE PINNACLE CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium of THE PINNACLE CONDOMINIUM was duly recorded in Official Records Book 18334 at Page 990 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, THE PINNACLE CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, the Declaration provisions and By-Laws allow the Board to modify the Association's Rules and Regulation; and

WHEREAS, at a duly called and convened meeting of the Board of Directors held on June 4, 2002, the Board approved certain amendments which have been incorporated in the updated Rules and Regulations as set forth in Exhibit "A" attached hereto and incorporated herein.

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the Rules and Regulations as adopted by the Board are set out in Exhibit "A" attached hereto and incorporated herein which are a true copy of the current, updated Rules and Regulations as approved by the requisite Board of Directors of the Association.

WITNESS my signature hereto this 25 day of JUNE, 2002, at Sunny Isles Beach Miami-Dade County, Florida.

THE PINNACLE CONDOMINIUM
ASSOCIATION, INC.

[Signature]
Witness
Louis Pincus
Printed Name of Witness
[Signature]
Witness
Christina Steinman
Printed Name of Witness

By: [Signature]
Ray J. Thomilson, President
ATTEST: [Signature]
Secretary



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 5 day of August 2002 by Ray J. Thomilson and L.J. Rogers the President and Secretary of THE PINNACLE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. Who are personally known to me or have produced (Drivers Licenses) as identification and who did/~~did not~~ take an oath.



[Signature] (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE
Linda Kastner
PRINTED NAME OF NOTARY

My commission expires:
328465_1.DOC 1-25-06

STO

The Pinnacle Condominium Association

Rules and Regulations



Updated July 31, 2002

NOTE:

This document does not contain all the Rules, Regulations and Requirements of the Pinnacle Condominium Association. Please consult your Pinnacle Condominium Documents for other Rules, Regulations, and Requirements.



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THE PINNACLE CONDOMINIUM ASSOCIATION
RULES & REGULATIONS
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A. GENERAL**1. EMPLOYEES AND BOARD OF DIRECTORS**

- 1.1 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.

2. MOVE-INS, MOVE-OUTS AND DELIVERIES

- 2.1 All move-ins, move-outs, and deliveries, must be scheduled with the Management Office.
- 2.2 Please schedule the delivery of all valuables at a time when you will be available to take immediate receipt of them. This will save you and the staff time and concern. A receipt authorization form, which can be obtained from the management office, needs to be completed and signed before deliveries are accepted in your absence.
- 2.3 Notice for Move-ins and Move outs must be given at least seven (7) days prior in order to properly schedule a reservation for the service elevator. Any other deliveries must be scheduled not less than 24 hours in advance.
- 2.4 Access to the building by a contractor, vendor, or service person is obtained by first scheduling their arrival with the office and filling out a contractor authorization form.
- 2.5 Receiving will be open on Saturday from 9:00 AM to 4:00 PM for "small" deliveries or pick-ups (i.e. - one or two pieces of furniture).
- 2.6 Moving vehicles are permitted to park in designated areas only and must not park on the entrance drive or obstruct any parking areas.
- 2.7 One service elevator in each tower (north elevator) has been designated for move-ins, move-outs and deliveries. Exclusive use of the elevator is not possible.
- 2.8 All work including cutting, painting, carpentry, etc. must be performed in the apartment or off the premises. The foyers and hallways are not available as a work area.
- 2.9 Boxes can be disposed of properly by being broken down and brought to the dumpster rooms in the garage on the service level.
- 2.10 Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries.
- 2.11 For move-ins and move-outs, a refundable security deposit of \$1,000 and a \$125 moving fee must be paid and left with the management office. Deliveries, as determined by Management, require a refundable deposit of \$1,000.00.

3. VISITORS, GUESTS AND LIVE-IN GUESTS, PARKING

- 3.1 Unit Owners must notify the management office if you plan to have non-residents or guests reside in your home. Owners will be held liable for any damages, actions, noise, etc. that may be incurred by lessee, guest or relative. If they have a car, it must be registered in the main office.
- 3.2 **Parking and Vehicle Registration.** For registered guests, who park their car in excess of fourteen (14) days, there is a weekly fee \$25.00, for each week or portion thereof, that they park their car on Pinnacle Property. The one exception would be that, if the host resident had not used up their allocation of parking spaces, there would be no fee.
- 3.3 Upon arrival all guests must register at the front desk when visiting. Residents will be contacted by the front desk via telephone upon the arrival of guests. Residents must be home to authorize visitors in order to allow them access in to the building. Should residents wish to receive their guests elsewhere in the building other than to their unit, they must advise the front desk and inform them of the guest name(s) and estimated time of arrival.
- 3.4 An emergency contact form must be completed for any person providing regular domestic service.

4. PARENTAL RESPONSIBILITIES

- 4.1 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 recreation facilities.
- 4.2 Children may not play in the halls, elevators, or lobbies.
Young children under the age of (12) must be accompanied by an adult in the pool and common areas.

5. RESTRICTIONS ON PETS

- 5.1 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.
- 5.2 Dogs and cats shall not be permitted outside of their owner's Units unless attended by an adult and on a leash not more than six (6) feet long. There is one designated area for pets to relieve themselves and that is the "Pet Walk" at the south end of the property adjacent to the building. Pets are not permitted to roam freely or relieve themselves, on Pinnacle property, other than in the designated "Pet Walk" area. 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 Condominium property.
- 5.3 Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
- 5.4 All residents are required to obtain written approval from the Pinnacle Condominium Association Board of Directors before any pet, such as birds, dogs, or cats can be kept in the building. Register your pet with the Association Manager's office, including a picture.
- 5.5 Pets must be carried at all times within the common areas of the building and avoid the front desk area.
- 5.6 Not more than one (1) domesticated pet (i.e. dog or cat) may be kept in a unit at any one time and then only if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, and (iii) generally not a nuisance to residents of other units or of neighboring buildings. A violation shall entitle the association to require any pet to be permanently removed from the Condominium Property.
- 5.7 The first time a complaint is received about a dog barking, on the balcony or elsewhere, a letter of complaint is to be sent to the owner. The second time there is a complaint, a letter is sent with a \$100.00 fine. The third time there is a complaint, a letter is to be sent from the association attorney, requesting the removal of the dog.

6. SOLICITATION

- 6.1 Solicitations by residents for charity or any other purpose must be authorized in advance by the Pinnacle Condominium Association Board of Directors.

7. REGISTERING IN A GUEST – IF UNDER 18 YEARS OF AGE

- 7.1 Residents under the age of 18 may not authorize Guest Passes and privileges.

8. CONDITIONS ON GUESTS – IN AN OWNER'S ABSENCE

- 8.1 In an owner's absence, if they have a guest other than their immediate family staying in their apartment longer than fourteen (14) days, both the owner and the guest must sign an affidavit attesting that there is no rent money nor other compensation involved.

9. USE OF FACILITIES BY GUESTS

9.1 Only Unit owners/renters, their immediate family and registered live-in residents can freely use our facilities and sign out towels etc. All others must have a guest pass, issued from the front desk and requested by a Unit owner/renter, in order to use the Pinnacle facilities.

Registered guests and immediate family are not permitted to bring additional guests, who have not been registered by the Unit Owner/renter, to the Pinnacle facilities. An owner/renter cannot request a guest pass for time period of longer than one week.

10. NAME ON "RESIDENT DIRECTORY" AND THEIR USE OF FACILITIES

10.1 Other than owners/renters, their immediate family and registered live in residents; the remainder of people, listed on the "Resident Directory", can have access to the Pinnacle and the apartment listed but not the facilities unless a guest pass has been issued on behalf of the owner/renter.

B. COMMON AREAS & OTHER ASSOCIATION PROPERTY**1. OBSTRUCTIONS**

1.1 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 purpose.

1.2 Do not leave your belongings unattended in hallways, elevators, lobbies, or other common areas. The Association cannot be responsible for such items

2. SIGNAGE

2.1 No sign, advertisement, notice or other graphics or lettering 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 or the Board of Directors of the Association. Additionally, 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.

2.2 Residents may not post signs on the Pinnacle property. A bulletin board serves for the use of official Board approved announcements. It is located in the mailroom, adjacent to the lobby. A bulletin board for the use of Pinnacle residents for special or individual announcements or notices is available and such signage is subject to the approval of Pinnacle management.

3. PARKING AND VEHICLE REGISTRATION

3.1 Every vehicle parking in the Pinnacle parking garage must clearly display a parking decal provided by the Pinnacle Condominium Association (PCA), which corresponds to the number on the parking space in which the vehicle is parked.

3.2 *The maximum number of vehicles registered to park on Pinnacle property for a 2 bedroom unit is two (2); for a 3 bedroom unit, the maximum is three (3); for combined units, the maximum is five (5). These limits are inclusive of any assigned spaces inside the parking garages that are reserved for the exclusive use of the assigned unit.

Outside parking on Pinnacle property for registered vehicles is not guaranteed and is subject to availability as stated in Rule B-3.8.

Registration of additional vehicles must be approved, in advance and in writing, by the Board of Directors and filed with the management office. Each additional vehicle will be charged a parking fee of \$100.00 a month.

Units with vehicles registered in the management office prior to February 18, 2002 are "grand fathered " and permitted to maintain registration of an equal number of vehicles until ownership of the unit changes or is otherwise transferred. Grandfathering is not transferable to new owners, renters, or guests.

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- 3.3 The Vehicle Identification Form must include (a) the vehicle owner's printed name and signature, (b) the Unit Owner's printed name and signature (if different from the vehicle owner), (c) the parking space number, (d) the Pinnacle unit number corresponding to the parking space, (e) the vehicle owner's and, if different, the Unit Owner's telephone number(s), (f) an emergency contact and telephone number, (g) the color of the vehicle, (h) the vehicle identification number, (i) the vehicle's state and license plate number and (j) the name of the company which insures the vehicle. The form must be fully completed before a parking decal is issued.
- 3.4 The Vehicle Identification Form must also include a legal disclaimer that (1) parking in the garage is at the owners risk and that neither the Pinnacle Condominium Association nor its management company accepts any responsibility beyond the extent of liability, if any, covered by the PCA insurance policy for vehicles parked in the garage or the contents of those vehicles and (2) clearly indicates that both levels of the parking garage may or may not be outside the "Coastal Construction Control Line".
- 3.5 Unit Owners who regularly use rental cars may receive one parking decal for each of their parking space upon completion of a Vehicle Identification Form that indicates the decal will be used for rental cars.
- 3.6 Vehicles parked in the parking garage and the outside parking areas by Valet must display a temporary tag hanging from the mirror, which identifies the parking space in which the vehicle is parked
- 3.7 Vehicles parked in the parking garage and the outside parking areas without clearly displayed parking decals or authorized Valet tags corresponding to the parking space they are occupying, as well as vehicles which are not parked fully within the assigned parking space or are otherwise improperly parked, are subject to towing with all recovery, towing and storage expenses to be the responsibility of the owner of the vehicle.
- 3.8 "All parking on Pinnacle Property is subject to availability. The only exceptions are: (a) parking garage spaces that have been assigned to units and properly registered in the management office (no assignments, temporary or permanent, will be considered valid unless registered in writing in the management office.) (b) spaces that are legally required for handicapped parking (c) hardship cases as approved in writing, in advance, by the Board of Directors and (d) spaces that may be reserved for authorized staff or employees.
NOTE: Pinnacle residents, waiting to be parked, will be given priority.
- 3.9 "All vehicles on Pinnacle property must be parked by the Pinnacle valet service. The only exceptions are: (a) vehicles properly authorized to park in assigned interior parking garage space(s) (b) utility, government, emergency, landscaping, commercial vehicles, moving vans or authorized delivery vehicles, for short term parking or (c) hardship situations as approved in writing, in advance, by the Board of Directors."
NOTE: This rule requires contractors, workmen, domestics, real estate agents, massage therapists, tennis instructors as well as other such persons to have their vehicles valet parked. There will be no self-parking, "standing" or short-term parking except as specifically mentioned in the above rule.
- 3.10 The speed limit on all access roads and garage areas is (5) miles per hour.
- 3.11 No repair of vehicles shall be made on the Condominium property.
- 3.12 Due to space restrictions, boats, boat trailers, R.V.'s, motor homes or commercial vehicles are not permitted on the grounds without the prior written authorization of the Pinnacle Condominium Association Board of Directors.
- 3.13 To alleviate parking problems in peak periods, as determined by manager and or the Association Board, valets may use owner designated parking spots, if it is reasonably assumed in advance that said owner is out of town and will not require his/her parking spots. Should an owner arrive, the valet would immediately remove the car. (Owners do have the right to refuse their space to be used for overflow parking).

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4. USE OF COMMON AREA FOR PARTIES AND FUNCTIONS

- 4.1 Common areas include, but are not limited to, -- the health spa, the meeting rooms, the library, the pool area, the lobby and the card rooms.
- 4.2 Common areas of the Pinnacle are only available for parties or functions, which are sponsored by a Unit Owner of the Pinnacle Condominium Association. The Unit Owner or tenant must be present at the party or function at all times. The Unit Owner assumes total responsibility for any problems resulting from the function or party.
- 4.3 Unit Owners (Tenants) wishing to use the common areas for functions must complete a form no later than 72-hours prior to the event. The Common Area Use Form will include (a) the Unit Owner's (Tenant's) printed name and signature on a legal disclaimer in which the Unit Owner (Tenant) acknowledges the rules and regulations regarding use of the facility for an event and assumes all risks for damage or injury resulting from the event, (b) the name of the event, (c) the date and beginning and ending times of the event, (d) a brief description of the event, (e) the name of the sponsoring organization of the event, if any (f) the number of people expected at the event, (g) a description of any decorations, special furniture, equipment or other non-Pinnacle materials which will be used at the event, (h) a general description of any food or drink which will be provided at the event, (i) a specific indication if alcohol will be served, (j) whether or not there will be a charge for the event (if any charges to guests are proposed, prior approval must be obtained from the Board of Directors), (k) the number of vehicles that will be valet parked for the event, (l) any special deliveries, catering companies or other vendors that will deliver, set-up, tear-down or otherwise need access to the room prior to or after the event and (m) the specific Pinnacle common area designed for the event.
- 4.4 Unit Owners (Tenants) must post a \$200 damage deposit for all events, regardless of the size, no later than 72-hours prior to the event. The damage deposit is fully refundable if there is no damage to the common area or its contents.
- 4.5 Unit Owners (Tenants) must pay a \$50 non-refundable fee for any event, which serves drinks or food or uses decorations, regardless of type or amount. This is a fee, which will be used to clean the room following the event but does not cover unreasonable and unusual messes that require cleaning. Costs for such extra cleaning will be taken from the damage deposit. The Unit Owner (Tenant) shall be responsible for any costs incurred over and above the amount of the damage deposit as well. For parties larger than 50 people, the fee will be \$100 non-refundable
- 4.6 No Pinnacle towels, lounge chair pads, glasses may be used for these events.
- 4.7 Use of catering services, non-Pinnacle equipment or any aspect of the event is subject to approval of Pinnacle management or the Pinnacle Condominium Association.
- 4.8 Notwithstanding all of the above, any meeting or function sponsored by the Board of Directors of the Pinnacle Condominium Association or its committees is exempt from these rules except proper notification of date, time, size and location to the management company.

5. BEACH AND POOL RULES

- 5.1 Beach chairs, pads, towels, umbrellas and cabana hoods will be available to unit owners and registered guests on a "first come, first served" basis. No advanced reservations will be permitted.
- 5.2 Equipment is only available during hours when an attendant is on duty.
- 5.3 A maximum of 6 chairs, 6 pads, 6 towels and 3 umbrellas or cabana hoods will be allowed per unit, which includes guests, except on Federal holiday weekends or other dates as determined by Pinnacle Management when the limit, which includes guests, per unit will be 4 chairs, 4 pads, 4 towels and 2 umbrellas or cabana hoods.
- 5.4 Guests must register at the Lobby Desk each day for guests passes which will allow them to check out 1 chair, 1 pad and 1 towel per guest pass. Residents must be present, or have given written communication, before a guest pass is assigned to a guest.
- 5.5 All chairs, pads, towels and umbrellas or cabana hoods must be signed out on form provided by beach/pool attendants. Towels must be returned to attendants at the end of the day.

There will be a charge for each unreturned towel based on the actual cost at the time of the violation. Unit owners will be responsible for the equipment checked out to their guests. If a resident or guest does not return a towel(s): The first time, and if all towels are accounted for, a reminder letter is sent advising that resident/renter that all towels must be returned or they will be charged for the towel. The second offense, the resident/renter will be charged for the towels not returned. Until those towels are returned or paid for, the unit will not receive any additional towels.

- 5.6 Beach equipment, including towels, cannot be removed from the Pinnacle pool and the beach areas.
 - 5.7 Chairs, pads, umbrellas and/or cabana hoods left unattended for more than one hour will become available unless the owner or guest specifically notifies beach attendant that they will return to use the equipment.
 - 5.8 If no chairs are immediately available for a Pinnacle resident, upon request of the resident, the beach/pool attendant will acquire any chair that has been left unattended.
 - 5.9 Beach/pool attendants will not be responsible for any items left unattended or removed from chairs.
 - 5.10 All children (Ages 12 and under) must be accompanied by an adult at all beachside recreational Common Areas, including the Tennis Court.
 - 5.11 Swimmers must shower before entering the pool or spa.
 - 5.12 No animals are allowed on the beachside recreational Common Areas.
 - 5.13 No food or drink is allowed within 12 feet of the pool or spa.
 - 5.14 No glass items are allowed on the beachside recreational Common Areas.
 - 5.15 No children in diapers are allowed in the pool (swimeeze are acceptable). An adult must supervise infants in the pool at all times.
 - 5.16 No one under the age of twelve (12) years old is allowed in the Jacuzzi/Hot Tub unless accompanied by an adult.
 - 5.17 Nude swimming or sunbathing is not allowed on Pinnacle property.
 - 5.18 Beach-goers must rinse sand off their feet before entering the pool area and the building.
 - 5.19 The Pool / Jacuzzi is not to be used from 10:00 pm to 6:00 am.
 - 5.20 Physical games such as baseball, soccer, football, ball throwing, etc. are not permitted at the pool deck level nor anywhere, with the exception of the beach, on Pinnacle property. The one exception is games, in the pool, with inflatable beach balls.
 - 5.21 The cushions, on beach chairs, must be covered, with a towel, to protect the fabric.
 - 5.22 No musical instruments or sound systems, other than headsets, can be used at the pool deck.
6. RESTRICTED AREAS
- 6.1 No one is permitted access to restricted areas of the property, including the roof and areas under construction unless approved by Pinnacle management or a member of the Board of Directors and accompanied by Pinnacle security.
7. DAMAGE
- 7.1 Unit Owners accept financial responsibility for any damage done by themselves, their dependents, or their guests to any part of the Condominium, or the Pinnacle property. This includes marking, engraving, denting, or defacing.
8. ATTIRE
- 8.1 In all Pinnacle common areas, residents and guest will wear appropriate attire that is consistent with common decency. Shoes and cover-up must be worn in the lobby at all times.
9. SMOKING
- 9.1 Smoking is not allowed in hallways and lobbies. Smoking is not permitted in the spa or work out room.

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10. BICYCLES, SCOOTERS, ROLLER BLADES, ETC.

- 10.1 Scooters, roller blades, bicycles, skateboards or other mechanical recreational equipment are not allowed to be used in the lobby, hallways, ocean-side pool deck or other Common Areas or Association Property.
- 10.2 Bicycles must use garage access to enter and depart the building.

11. TENNIS COURT RULES

- 11.1 Tennis courts are to be used only by Pinnacle unit owners and their registered guests.
- 11.2 Registered guests not playing with unit owners must yield to court to unit owner who are waiting.
- 11.3 There is a one-hour limit for unit owners when other unit owners are waiting.
- 11.4 The tennis courts are to be used exclusively for playing tennis.

12. HEALTH CLUB RULES

- 12.1 Use of the facility is restricted to unit owners and their registered guests. Visitors or guests must register at the front desk and must have a recreation pass in their possession when using these facilities.
- 12.2 Children under the age of 16 are not permitted to use of this facility.
- 12.3 Each unit owner, occupant or guests uses the room and equipment at his/her own risk. The association assumes no liability.
- 12.4 Sneakers and other proper attire must be worn. Wet bathing suits are not permitted. Towels are recommended.
- 12.5 Smoking is not permitted.
- 12.6 Food is not permitted. Beverages are permitted only in plastic capped containers.
- 12.7 A/C is set at 66-68 degrees.
- 12.8 Equipment and/or lights must be turned off when leaving.
- 12.9 A time limit of one half hour is suggested among unit owners when someone is waiting to use the same equipment.
- 12.10 Registered guests not using the facilities with unit owners must yield use of equipment to unit owners.
- 12.11 Radios, cassettes, CD's, etc. are permitted only with headphones when a second person is present.
- 12.12 Misuse of equipment or improper conduct towards others or any violations of these rules can result in unit owners and/or their registered guests from use of room.
- 12.13 All problems should be reported to the association management office or front desk.
- 12.14 The television is to be left on CNN when a second person is present.
- 12.15 The gym and spa facilities are closed from midnight (12:00 am) to 5 a.m.

13. BEACH CABANAS

- 13.1 No structural changes may be made without the prior written approval of the Board of Directors and the governing municipality.
- 13.2 The only appliances, that can be installed, are a bar-size sink, a microwave oven and a refrigerator. One can also have a radio / stereo system, television, and telephone.
- 13.3 They can never be used as a living space or slept in overnight.
- 13.4 They cannot be rented separate from the condominium unit to which the cabana is appurtenant.
- 13.5 The only usage of the cabana permitted is as a place to change clothes or briefly relax during times when a unit owner is using the pool or the beach.
- 13.6 All the articles, with the exception of article 4.4, in these Rules and Regulations, under C. Individual Units and Unit Owners apply to the cabana owners.

C. INDIVIDUAL UNITS AND UNIT OWNERS**1. PERSONAL PROPERTY**

1.1 The personal property of Unit Owners and occupants must be stored in their respective Units.

2. TRASH DISPOSAL

2.1 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 or disposal or collection shall be complied with.

2.2 All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

2.3 Residents who use the plumbing for such purposes will be held financially responsible for any necessary repairs.

3. FLAMMABLE MATERIALS

3.1 No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

4. NOISE RESTRICTIONS

4.1 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.

4.2 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.

4.3 Between the hours of 10:30 PM and 8:00 AM, volume on home entertainment equipment including such items as televisions, musical instruments and stereos must be kept at an acceptable level. Hallway noises must also be kept to a minimum between these hours. Exercise audio courtesy, please, at all times.

4.4 No floor covering of any type, except for carpeting, may be installed in any Unit without the prior written consent of the Board of Directors. This includes patio and balcony areas. The responsibilities of Unit Owners, the Association and any Unit Owner complainant are detailed in Appendix A of the Rules and Regulation of the Pinnacle Condominium Association.

4.5 Construction, assembly, repair or patch work of any type inside or outside units using tools such as hammers, electric or battery-driven drills, saws, scrapers, sanders and any other noise-making instruments - are permitted only between the hours of 9 A.M. to 5 P.M. on weekdays. No such work is permitted on weekends and holidays, as observed by Pinnacle Management, and after 5 P.M. or before 9 A.M. on weekdays.

4.6 These rules apply to contractors, repairmen, handymen, mechanics, as well as unit owners, their family, visitors, or in case of lease, their tenants.

4.7 In a bona fide emergency, the Security desk must be notified immediately by the owner/tenant in whose unit the need for emergency work needs to be performed outside the (above) posted hours. Security must immediately notify Pinnacle Management, a member of the Pinnacle Condominium Association board or the chair of the Rules, Regulations & Communications committee for immediate evaluation of the emergency situation.

5. UNIT EXTERIOR

5.1 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. This includes satellite dishes.

5.2 Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way.

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- 5.3 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. Curtains colored other than white or off-white must first meet the design criteria set forth by the Association. An architectural modification request form can be obtained from the Association manager's office. Please fill out and await approval prior to any installation.
- 5.4 Outdoors television and radio antennas are not permitted neither are electrical wiring nor machines that protrude through the walls of a residence.
- 5.5 No articles other than patio-type furniture and plants shall be placed on the balconies, patios or other Common Elements. No linens, clothes, 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.
- 5.6 Furniture and umbrellas visible above the height of the railing from the outside of the building are not permitted. Only plants and conforming satellite dishes may be visible above the height of the railing
- 5.7 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.
- 5.8 Residents may not enclose, nor cover, nor alter balconies and terraces in any way. Residents may not affix, paint or cover the exterior windows, walls or doors in any fashion whatsoever.
- 5.9 Loose items cannot be placed on the ledge of balconies or terraces.
- 5.10 Cooking devices may not be used on balconies or terraces.
- 5.11 If you expect to be away for an extended period of time, all objects must be removed from your balcony or terrace.
- 5.12 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.
- 5.13 No unit owner shall cause or allow improvements or changes to any unit, Limited Common Elements, appurtenant to either, Common Elements or Association Property, including but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air conditioning units, which in any manner change the appearance of any portion of the building or the exterior of said unit, without obtaining the prior consent of the Association.
- 5.14 Satellite Dish Antennae

Management must be informed in advance of a unit owner's intent to install a satellite television antenna in their unit or their balcony. A form must be completed and filed in the management office, which indemnifies the Pinnacle Condominium Association of any liability for damage, or injury that may be caused by the exterior satellite dish antenna.

Running the Cable Wire from the Satellite to the Television

The coaxial cable is required to be run through the top most point of the permanently fixed glass window casing, by drilling a 3/8" hole through the casing, making sure to keep away from the glass, pushing the coaxial through the holes, then silicone the area as to prevent water penetration. The coaxial located on the exterior shall be secured in the track of the casing in a nature specified, and secured around the corner wall, to the satellite dish, with specified hardware, as to secure it to the wall and floor. The management office will provide diagrams required.

The antenna must be installed so that it can be removed from it's mounting in very high winds and during hurricane warnings. Those residents leaving the Pinnacle for extended periods of time and during hurricane season must remove their dish antenna from the balcony.

The antenna must be no larger than 1 meter in diameter, cream color, and cannot be attached to the exterior of the building or any portion of the balcony or railing.

The one exception is that if you have tile, on your balcony, a dish may be permanently installed to the tile by using screws no longer than 2 inches. This installation must be under the supervision of the Pinnacle Management. Written permission, with all details, must be submitted to Management in advance.

The antenna must be mounted in free-standing mounts as described below and cannot extend over the edge of the balcony railing or in any manner that would, in the sole opinion of the Association, create a safety hazard or threat to the integrity of the building surface or structure.

Under no circumstances can the satellite extend over the balcony railing.

The minimum requirements for installing a freestanding exterior satellite antenna are:

1. A pre-poured concrete container with a minimum height of 18" and minimum diameter of 28" will be used on the balcony for the freestanding mount. The container must not be attached to the balcony, walls, windows, doors, or railings.
 2. Two poles must be sunk into the container using Quick Crete, or a similar cement product. The first, a large pipe, must be at least 4" in diameter and 12" in height sunk in concrete inside the container. The second, a 1 5/8" in diameter pole that attaches to the antenna, is sunk into the drying concrete inside the larger pipe.
 3. The remainder of space in the container should be filled with the cement product (space may be left for decorative rocks or other fill).
 4. The height/length of the 1 5/8" pipe for mounting of the dish depends upon the positioning of the unit and the angle needed to be in proper site of the satellite.
 5. The one-meter or smaller dish is then mounted to the 1 5/8" pole.
 6. A picture will be made by management of the final installation and placed in the unit's file.
- Failure to comply with the requirements of this rule C-5.14 may result in the Association having the antenna and all supporting equipment removed at the unit owner's expense.

6 HURRICANE SEASON

6.1 In case of a Hurricane Watch, all items must be removed from balconies and terraces within a certain period of time.

6.2 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 names(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

7 HURRICANE SHUTTERS

7.1 SPECIFICATIONS

"Hurricane Shutter" shall mean any device, installation, equipment or appliance, whether permanent or temporary, affixed or attached in any manner to any portion of the exterior of a building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm.

The style of hurricane shutters as adopted by the Pinnacle Condominium Association Board of Directors as of April 29, 2002 shall be as follows:

- a. All doors and windows (1/4' tempered glass panels) with access from the balcony are to use Roll-up Style Shutters also known as Roll down shutters.
- b. All hurricane shutters are to be mounted flush against (alongside touching) the sliding glass door and window frame.
- c. All hurricane shutters must be able to be opened from the inside.
- d. All hurricane shutters shall be made of aluminum material.
- e. The color of all hurricane shutters are to be "white" matching the same color of the existing window frames and balcony railing.

The very specific details, for the installation of Hurricane Shutters and the application, are available from the management. It is imperative that you read this before purchasing Hurricane shutters.

D. PROCEDURE

1. RULE AUTHORITY

- 1.1 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 combinations thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, 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 the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:
- 1.2 Notice – The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing 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 statements of the provisions of the declaration, association by-laws or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- 1.3 Hearing – The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. 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 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.
- 1.4 Fines – The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- 1.5 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.
- 1.6 Payment of Fines – Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- 1.7 Application of Fines – All monies received from fines shall be allocated as directed by the Board of Directors.
- 1.8 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 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 Owner or occupant.

2. VIOLATIONS OF RULES, REGULATIONS OR OTHER GOVERNANCE

- 2.1 Complaints or concerns about violations of the Rules and Regulations of the Pinnacle Condominium Association will only be considered in written form.
- 2.2 The Rules & Regulations Violation Report form will include: (a) the Unit Owner or individual allegedly in violation of a rule or regulation, (b) the rule or regulation that was allegedly violated, (c) a description of the violation including date and time it was noticed, (d) any witnesses to the violation and (e) any communication that may have happened with the violating party prior to the reporting of this violation.
- 2.3 The form is to be filed with the Pinnacle management office.

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- 2.4 Pinnacle management will immediately copy the violation report and deliver it to the Chair of the Rules, Regulations and Communications committee.
 - 2.5 Management will be responsible for investigating a reported violation as well as any violations observed or reported by Pinnacle staff.

 - 2.6 If, at any time, Pinnacle management and the Chair of the Rules, Regulations and Communications committee agree, a warning notice will be sent to the alleged violator (either delivered, sent by regular mail or registered mail as they deem appropriate) informing the Unit Owner of the alleged violation and requesting that they take corrective action within a certain period of time. If no action is taken within the cure period or the alleged violator disputes, in writing, the charge, then the alleged violator will be notified, in writing, of their rights under the By-Laws of the Pinnacle Condominium Association and Rule 17 of Schedule A of the By-Laws.
 - 2.7 Valid violation reports will be recorded at the meetings of the Rules, Regulations and Communications committee.
 - 2.8 A majority vote of the attending members of an official Rules, Regulations and Communications committee meeting can call for a hearing relating to any violation of Pinnacle rules, regulations, by-laws or covenants. The Unit Owner who is allegedly in violation will be notified, judged and, if necessary, penalized in accordance with the By-Laws of the Pinnacle Condominium Association and Rule D-1 herein (formerly Rule 17 of Schedule A of the By-Laws as amended).
- 3. NEW RULES OR RULES CHANGES**
- 3.1 Proposed rules or rules changes for the Pinnacle Condominium Association will only be considered in written form.
 - 3.2 The Rules & Regulations Proposal form will include: (a) the printed name and signature of the Unit Owner or individual submitting the proposal, (b) the rule or regulation that is proposed, (c) a detailed justification for the proposed rule or regulation including problems it would resolve, (d) the printed name and signature of any other Unit Owner or Owners who support the proposed rule or regulation and (e) what would be the expense, if any, to the Pinnacle Condominium Association for implementing the proposal or developing a system necessary to enforce the proposal.
 - 3.3 The form is to be filed with the Pinnacle management office. If the form is not filed in person, management will immediately notify the person submitting the form that the form has been received and is being processed.
 - 3.4 Pinnacle management will immediately copy the Rules & Regulations Proposal form and deliver it to the Chair of the Rules, Regulations and Communications committee to be included on the agenda for the next possible meeting of the committee.
 - 3.5 Management will be responsible for researching and reporting to the Rules, Regulations and Communications committee the feasibility and impact of any proposed rule placed on the agenda for a meeting.
 - 3.6 Unit Owners who submit proposals for rules and regulations will be notified at least 48-hours in advance of the first meeting of the Rules, Regulations and Communications committee which will discuss, consider or take action on their proposal.
 - 3.9 Notwithstanding the above procedure, new proposals for rules and regulations which are first brought to any official meeting of the Rules, Regulations and Communications committee by committee members or, subject to the committee approval, Unit Owners, may be discussed, considered, rejected Or passed to the Board of Directors for approval without notification prior to the committee meeting.
 - 3.8 Action on proposed rules and regulations will be accordance with the By-Laws of the Pinnacle Condominium Association and Rule D-1 herein (formerly Rule 17 of Schedule A of the By-Laws).

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4. DISCLAIMER ON RULES

- 4.1 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.
- 4.2 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.
 - a. 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 therefor and good cause shown in the sole option of the Board.

5. POSTING OF OFFICIAL NOTICES

- 5.1 Official notices of meeting of the Pinnacle Condominium Association will be posted at bulletin boards in all common areas as well as in each elevator in the Condominium
- 5.2 Official notices for all meetings of the Board of Directors will be printed on Yellow paper.
- 5.3 Official notices for all meetings of Committees of the PCA will be printed on Blue paper.
- 5.4 Notices of functions or events sponsored by the PCA will be printed on any color paper except Blue and Yellow and must be removed in favor of official notices of meetings of the Board or Committees.
- 5.5 Management will design a standardized style for each formal notification, which will be used for all PCA meetings.
- 5.6 Official notification areas are reserved for the exclusive announcement of Board and Committee meetings or PCA functions or events.

6. PINNACLE CONDOMINIUM ASSOCIATION NEWSLETTER

- 6.1 An editorial board to manage the newsletter will include all members of the Rules, Regulations and Communications committee and additional Unit Owners at the discretion of the Rules, Regulations and Communications committee.
- 6.2 A letter will be sent to all Unit Owners informing them of the establishment of a newsletter and its availability in the Pinnacle front desk, via e-mail or, subject to completion, on the Internet.
- 6.3 Prior to publication, the newsletter must be approved by the President of the Board of Directors of the Pinnacle Condominium Association. The President will give his approval in an expeditious manner.
- 6.4 The Pinnacle Condominium Newsletter is the official voice of the Pinnacle Condominium Association.

7. LEASING AND RENTAL PROCEDURES

- 7.1 Pursuant to Section 17.8 of the Declaration of the Pinnacle Condominium, the Association requires that Unit Owners leasing, renting or transferring occupancy of their unit to others must place into escrow with the Association a deposit of \$5,000 or, with acceptable documentation, a sum equal to the equivalent of one month's rental.
- 7.2 Pursuant to Section 18 of the Declaration of the Pinnacle Condominium, the Association requires that when a Unit Owner leases or rents a Unit, that Unit Owner will surrender his rights to use Common Elements and Association Property to the Renter or Lessee.
The owners, during the time period of the rental, must surrender the parking decal(s) from their car prior to the tenants being issued parking permits.
- 7.3 The Unit Owner will be responsible for completing and signing an Association form acknowledging and accepting total responsibility and liability for all actions of his/her renters or lessees (and their guests), the transfer of rights to use Association Property and Common Elements to the renters and lessees, the name or names of renters or Lessees authorized to occupy the unit and the start and end dates of the lease.

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- 7.4 A form must be completed by all individual lessees or renters (and their guests) acknowledging that they have read, understand and accept all Rules and Regulations of the Pinnacle Condominium Association. A brief synopsis of certain rules will be provided to the renters or lessees when they register to receive Pool/Beach passes and Parking permit. Failure of the Association to present a synopsis does not relieve the Unit Owner of his/her responsibility to inform the lessees and renters of all rules and regulations in all Pinnacle documents. Unit Owners remain responsible for all actions of their renters and lessees (and their guests).
- 7.5 To maintain the security of the Owner's Unit and all Association Property and Common Elements, Lessees or Renters will not be issued keys for access to any Owner's Unit, Beach and Pool passes, Parking permits or any other Common Element or Association Property without the completion of all provisions of this Association Rule.
- 7.6 Each time a unit is rented, the owner must pay, in advance, a \$100 administrative fee; and each time a unit is sold, the purchaser must pay a \$100 administrative fee.

APPENDIX

APPENDIX A – Flooring Installation NOISE RESTRICTIONS (Sec. C-4.4)

The Association's approval of the proposed flooring installation does not constitute an acknowledgement or warranty that the floor is properly installed. It is the Unit Owner's sole responsibility to ensure that the contractor installs the underlayment and the floor materials in compliance with the manufacturer's specifications and that the floor coverings as installed, result in a *minimum Sound Transmission Classification (S.T.C.) of 52 and a minimum Impact Isolation Classification (I.I.C.) of 52.*

If the floor covering, as installed, is found to be in violation of the aforementioned requirements, the violating Unit Owner shall be liable for all costs incurred in testing. In addition, the Association shall be entitled to recover from the violating Unit Owner all reasonable attorney's fees and costs (including but not limited to pre-trial, arbitration, mediation, trial and appellate) incurred in testing, removal of floor covering and all other expenses associated with curing the violation, obtaining compliance, and all remedies to obtain compliance.

Any resident (complainant) who believes that a neighboring unit has improperly installed flooring shall notify the Association that he/she believes a violation exists. The Association shall investigate the source and severity of the noise and advise the complainant of its conclusion. The complainant may, at its own expense, retain an expert compliance. If such expert determines that the floor is not in compliance and shall be entitled to reimbursement of testing costs and all costs of compliance from the violating Unit Owner. If the expert determines the floor complies with the Association's requirements, then the complainant shall not be reimbursed for any costs, including the costs of the expert. If the complainant does not retain an expert, the Association shall be under no obligation to take any further action regarding the noise, other than its initial investigation.

Any owner seeking approval for installation of flooring other than carpeting shall execute appropriate documentation setting forth the agreement in connection with this rule.

E. AMENDMENTS TO THE BY-LAWS AND ARTICLES OF INCORPORATION OF THE PINNACLE ASSOCIATION, INC.

1. Amendment to Article 4, Section 4.3(b) of the By-Laws to preclude more than three (3) absences at meetings by a Director as follows:
*(b) Any Director elected by the members may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for the purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director. Any Director who does not attend, in person, whether excused or unexcused three (3) Board of Directors meetings whether regular or special since the last annual meeting of the membership of the Association, shall be determined to have resigned their position on the Board effective upon the conclusion of the third board meeting that said director failed to attend.

Amendment to Article 4, Section 4.6 of the By-Laws to require monthly Board Meetings as follows:

*Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. The Board of Directors shall be required to hold monthly meetings, according to the provisions stated in this Section 4.6 and elsewhere in these By-Laws. Meetings of the Board of directors may be held by telephone conference, with those directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used to that the conversation of those Directors attending by telephone may be head by the Directors and Unit Owners attending such meeting in person. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to al designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. Special meetings of the Directors may be call by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors of where required by the Act. A Director or member of a Committee of the Board of Directors may submit in writing his/her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may be not be used for the purposes of creating a quorum.

7. Amendment Article 4, Section 4.1 and 4.3(b) of the By-Laws and Article 10, Section 10.1 of the Articles of Incorporation to required that a Director be a member of Association or voting representative of a corporation owner as follows:

*4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors must be natural persons who are 18 years of age or older and must either be a member of the Association or the designated voting representative of a corporate unit owner. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). Directors may not vote at Board meetings by proxy or by secret ballot.

4.3(b) Any Director elected by the members may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members call for the purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the

Condominium or the removal of a Director from the designation as the voting representative of a corporate Unit Owner shall constitute the resignation of such Director.

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors must either be members of the Association or the designated voting representative of a corporate unit owner.

F. CITY OF SUNNY ISLES, CODES

1. Dogs on Beach

1.1 Section 5-4 of the City Code of Ordinances, deems it unlawful to permit or allow any dog into or upon any Public Park or Beach. Violators are subject to an immediate fine of #50.00.

RECORDED IN OFFICIAL RECORDED BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

8/8/02 / Page 18

OFF. REC. 19399 1799

This instrument was prepared by:
DAVID H. ROGEL, ESQ.
Becker & Poliakoff, P.A.
5201 Blue Lagoon Drive, Suite 100
Miami, Florida 33126

00R588675 2000 DEC 07 13:04

**CERTIFICATE OF AMENDMENT TO
RULES AND REGULATIONS OF
THE PINNACLE CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium of THE PINNACLE CONDOMINIUM was duly recorded in Official Records Book 18334 at Page 990 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, THE PINNACLE CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, the Declaration provisions and By-Laws allow the Board to modify the Association's Rules and Regulation; and

WHEREAS, at a duly called and convened meeting of the Board of Directors held on July 25, 2000, the Board approved the amendments to the Rules and Regulations as set forth in Exhibit "A" attached hereto and incorporated herein.

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the Rules and Regulations as set out in Exhibit "A" attached hereto and incorporated herein are a true copy of the amendment as approved by the requisite Board of Directors of the Association.

WITNESS my signature hereto this 20th day of October, 2000, at Miami-Dade County, Miami Beach, Florida.

THE PINNACLE CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Ray J. Thomilson, President



ATTEST: _____
Secretary

Witness

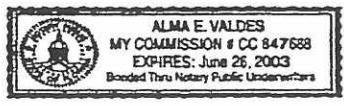
Printed Name of Witness

Witness

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 20th day of October, 2000 by Ray J. Thomilson and _____ the President and Secretary of THE PINNACLE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. Who ~~is~~ personally known to me or have produced (DENER'S LICENSE) as identification and who did/did not take an oath.



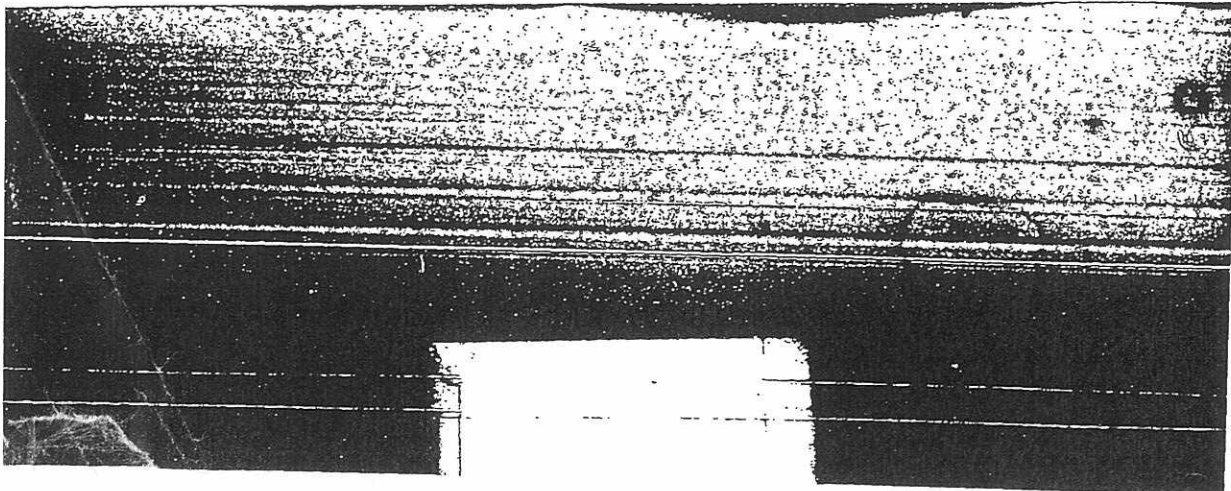
[Signature] (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE
ALMA E. VALDES
PRINTED NAME OF NOTARY

My commission expires:

OFF. REC. 1939976 1600

The Pinnacle Condominium Association
Rules and Regulations

Updated July 25, 2000



THE PINNACLE CONDOMINIUM ASSOCIATION
RULES & REGULATIONS
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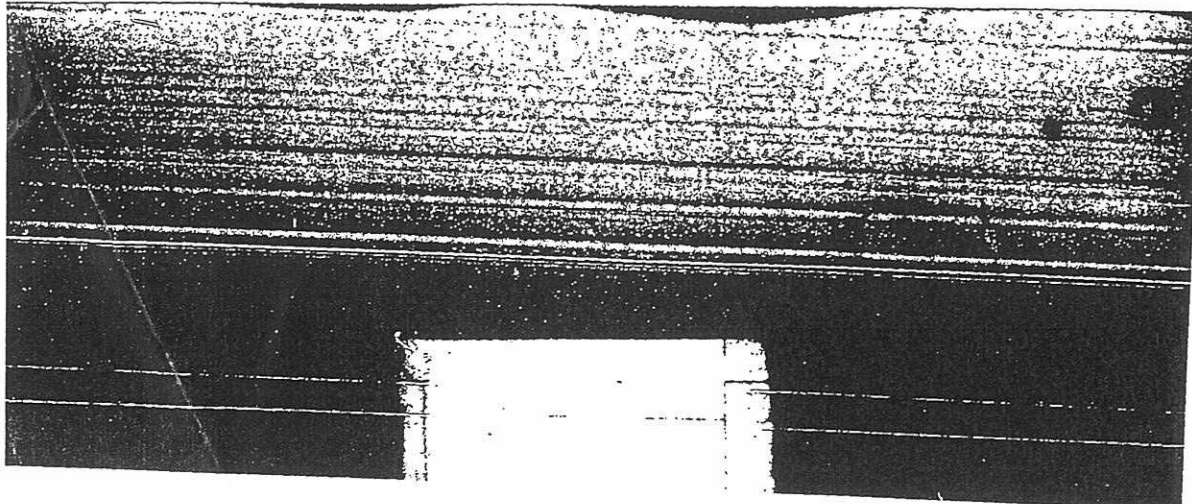
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5. BEACH AND POOL RULES
6. RESTRICTED AREAS
7. DAMAGE
8. ATTIRE
9. SMOKING
10. DRILLING ON ASSOCIATION PROPERTY

C. INDIVIDUAL UNIT UNITS AND OWNERS

1. PERSONAL PROPERTY
2. TRASH DISPOSAL
3. FLAMMABLE MATERIALS
4. NOISE RESTRICTIONS
5. UNIT EXTERIOR
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D. PROCEDURE

1. RULE AUTHORITY (ORIGINAL RULE 17)
2. VIOLATIONS OF RULES, REGULATIONS OR OTHER GOVERNANCE
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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 recreation facilities.

4.2 Children may not play in the halls, elevators, or lobbies.
Young children under the age of (12) must be accompanied by an adult in the pool and common areas.

5. RESTRICTIONS ON PETS

5.1 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.

5.2 Dogs and cats shall not be permitted outside of their owner's Units 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 Condominium property.

5.3 Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.

5.4 All residents are required to obtain written approval from the Pinnacle Condominium Association Board of Directors before any pet, such as birds, dogs, or cats can be kept in the building. Register your pet with the Association Manager's office, including a picture.

5.5 Pets must be carried at all times within the common areas of the building and avoid the front desk area.

6. SOLICITATION

6.1 Solicitations by residents for charity or any other purpose must be authorized in advance by the Pinnacle Condominium Association Board of Directors.

B. COMMON AREAS & OTHER ASSOCIATION PROPERTY

1. OBSTRUCTIONS

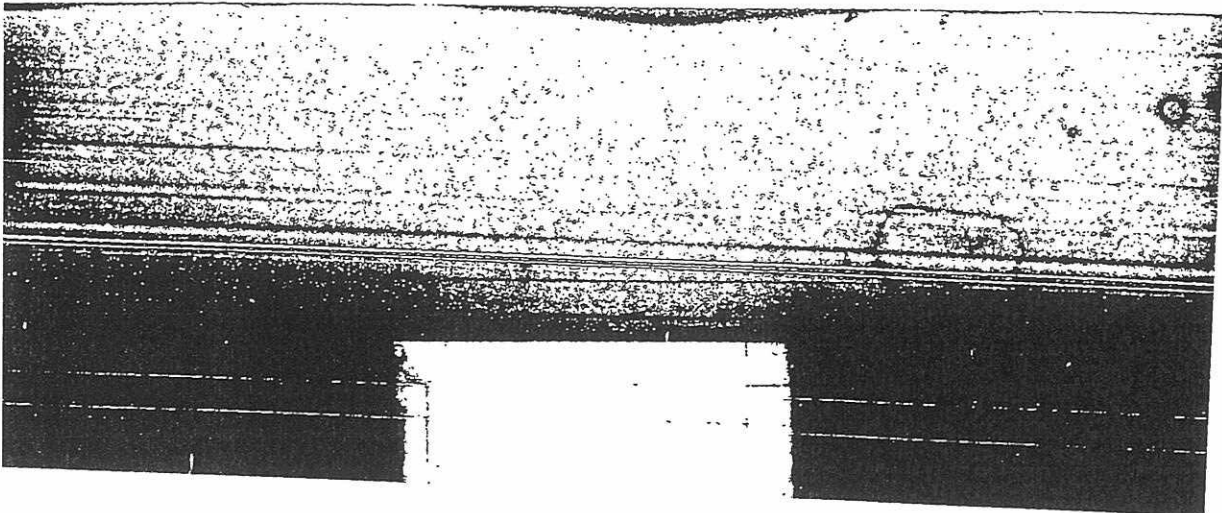
1.1 The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purpose.

1.2 Do not leave your belongings unattended in hallways, elevators, lobbies, or other common areas. The Association can not be responsible for such items

2. SIGNAGE

2.1 No sign, advertisement, notice or other graphics or lettering 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 or the Board of Directors of the Association. Additionally, 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.

2.2 Residents may not post signs on the Pinnacle property. A bulletin board



A. GENERAL

1. EMPLOYEES AND BOARD OF DIRECTORS

1.1 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.

2. MOVE-INS, MOVE-OUTS AND DELIVERIES

2.1 All move-ins, move-outs, and deliveries, must be scheduled with the Management Office.

2.2 Please schedule the delivery of all valuables at a time when you will be available to take immediate receipt of them. This will save you and the staff time and concern. A receipt authorization form, which can be obtained from the management office, needs to be completed and signed before deliveries are accepted in your absence.

2.3 Notice for Move-ins and Move outs must be given at least seven (7) days prior in order to properly schedule a reservation for the service elevator. Any other deliveries must be scheduled not less than 48 hours in advance.

2.4 Access to the building by a contractor, vendor, or service person is obtained by first scheduling their arrival with the office and filling out a unit access authorization form.

2.5 Receiving will be open on Saturday from 9:00 AM to 4:00 PM for "small" deliveries or pick-ups(i.e. - one or two pieces of furniture).

2.6 Moving vehicles are permitted to park in designated areas only and must not park on the entrance drive or obstruct any parking areas.

2.7 One service elevator in each tower (north elevator) has been designated for move-ins, move-outs and deliveries. Exclusive use of the elevator is not possible.

2.8 All work including cutting, painting, carpentry, etc. must be performed in the apartment or off the premises. The foyers and hallways are not available as a work area.

2.9 Boxes can be disposed of properly by being broken down and brought to the dumpster rooms in the garage on the service level.

2.10 Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries

3. VISITORS, GUESTS AND LIVE-IN GUESTS

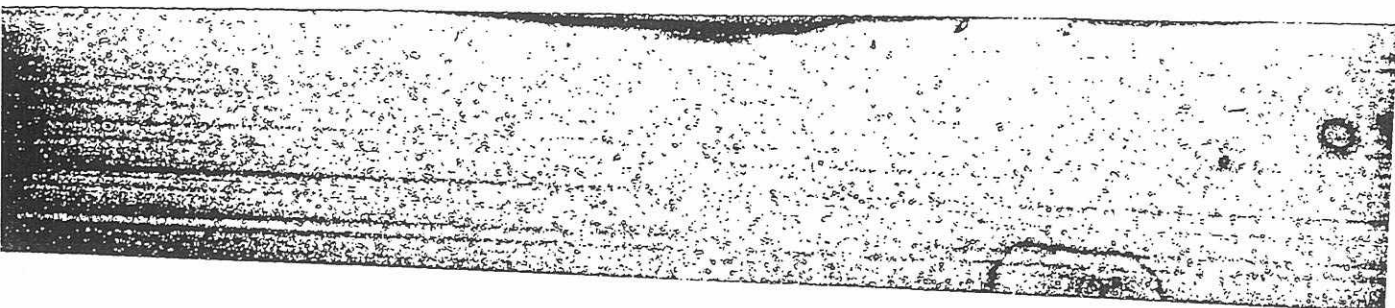
3.1 Unit Owners must notify the management office if you plan to have non-residents or guests reside in your home. Owners will be held liable for any damages, actions, noise, etc. that may be incurred by lessee, guest or relative.

3.2 Upon arrival all guests must register at the front desk when visiting. Residents will be contacted by the front desk via telephone upon the arrival of guests. Residents must be home to authorize visitors in order to allow them access in to the building. Should residents wish to receive their guests elsewhere in the building other than to their unit, they must advise the front desk and inform them of the guest name(s) and estimated time of arrival.

3.3 An emergency contact form must be completed for any person providing regular domestic service.

4. PARENTAL RESPONSIBILITIES

4.1 Children will be the direct responsibility of their parents or legal guardians.



serves for the use of official Board approved announcements. It is located in the mail room, adjacent to the lobby. A bulletin board for the use of Pinnacle residents for special or individual announcements or notices is available and such signage is subject to the approval of Pinnacle management.

3. PARKING AND VEHICLE REGISTRATION

3.1 Every vehicle parking in the Pinnacle parking garage must clearly display a parking decal provided by the Pinnacle Condominium Association (PCA) which corresponds to the number on the parking space in which the vehicle is parked.

3.2 Up to two (2) parking decals will be issued to the Condominium Owner of each parking space upon completion of a Vehicle Identification Form for each vehicle to which a sticker is provided. A third decal for each parking space will be available to Unit Owners for a fee of \$25.00.

3.3 The Vehicle Identification Form must include (a) the vehicle owner's printed name and signature, (b) the Unit Owner's printed name and signature (if different from the vehicle owner), (c) the parking space number, (d) the Pinnacle unit number corresponding to the parking space, (e) the vehicle owner's and, if different, the Unit Owner's telephone number(s), (f) an emergency contact and telephone number, (g) the color of the vehicle, (h) the vehicle identification number, (i) the vehicle's state and license plate number and (j) the name of the company which insures the vehicle. The form must be fully completed before a parking decal is issued.

3.4 The Vehicle Identification Form must also include a legal disclaimer that (1) parking in the garage is at the owners risk and that neither the Pinnacle Condominium Association nor its management company accepts any responsibility beyond the extent of liability, if any, covered by the PCA insurance policy for vehicles parked in the garage or the contents of those vehicles and (2) clearly indicates that both levels of the parking garage may or may not be outside the "Coastal Construction Control Line".

3.5 Unit Owners who regularly use rental cars may receive one parking decal for each of their parking spaces upon completion of a Vehicle Identification Form that indicates the decal will be used for rental cars.

3.6 Vehicles parked in the parking garage by Valet must display a temporary tag hanging from the mirror which identifies the parking space in which the vehicle is parked.

3.7 Vehicles parked in the parking garage without clearly displayed parking decals or authorized Valet tags corresponding to the parking space they are occupying, as well as vehicles which are not parked fully within the assigned parking space or are otherwise improperly parked, are subject to towing with all recovery, towing and storage expenses to be the responsibility of the owner of the vehicle.

3.8 Parking is only permitted in properly designated parking spaces, and no vehicles may park on any other common or limited common areas, including, but not limited to, grass and walkways.

3.9 Guests must use the building valet service. Please instruct your guests accordingly.

3.10 The speed limit on all access roads and garage areas is (5) miles per hour.

3.11 No repair of vehicles shall be made on the Condominium property.

3.12 Due to space restrictions, boats, boat trailers, R.V.'s, motor homes or commercial vehicles are not permitted on the grounds without the prior written authorization of the Pinnacle Condominium Association Board of Directors.

4. USE OF COMMON AREA FOR PARTIES AND FUNCTIONS

4.1 Common areas include, but are not limited to, - the health spa, the meeting rooms, the library, the pool area, the lobby and the card rooms.

4.2 Common areas of the Pinnacle are only available for parties or functions which are sponsored by a Unit Owner of the Pinnacle Condominium Association. The Unit Owner or tenant must be present at the party or function at all times. The Unit Owner assumes total responsibility for any problems resulting from the function or party.

4.3 Unit Owners (Tenants) wishing to use the common areas for functions must complete a form no later than 72-hours prior to the event. The Common Area Use Form will include (a) the Unit Owner's (Tenant's) printed name and signature on a legal disclaimer in which the Unit Owner (Tenant) acknowledges the rules and regulations regarding use of the facility for an event and assumes all risks for damage or injury resulting from the event, (b) the name of the event, (c) the date and beginning and ending times of the event, (d) a brief description of the event, (e) the name of the sponsoring organization of the event, if any (f) the number of people expected at the event, (g) a description of any decorations, special furniture, equipment or other non-Pinnacle materials which will be used at the event, (h) a general description of any food or drink which will be provided at the event, (i) a specific indication if alcohol will be served, (j) whether or not there will be a charge for the event (if any charges to guests are proposed, prior approval must be obtained from the Board of Directors, (k) the number of vehicles that will be valet parked for the event, (l) any special deliveries, catering companies or other vendors that will deliver, set-up, tear-down or otherwise need access to the room prior to or after the event and (m) the specific Pinnacle common area designed for the event.

4.4 Unit Owners (Tenants) must post a \$200 damage deposit for all events, regardless of the size, no later than 72-hours prior to the event. The damage deposit is fully refundable if there is no damage to the common area or its contents.

4.5 Unit Owners (Tenants) must pay a \$25 non-refundable fee for any event which serves drinks or food or uses decorations, regardless of type or amount. This is a fee which will be used to clean the room following the event but does not cover unreasonable and unusual messes that require cleaning. Costs for such extra cleaning will be taken from the damage deposit. The Unit Owner (Tenant) shall be responsible for any costs incurred over and above the amount of the damage deposit as well.

4.6 No Pinnacle towels, lounge chair pads, glasses may be used for these events.

4.7 Use of catering services, non-Pinnacle equipment or any aspect of the event is subject to approval of Pinnacle management or the Pinnacle Condominium Association.

4.8 Notwithstanding all of the above, any meeting or function sponsored by the Board of Directors of the Pinnacle Condominium Association or its committees is exempt from these rules except proper notification of date, time, size and location to the management company.

5. BEACH AND POOL RULES

5.1 Beach chairs, pads, towels, umbrellas and cabana hoods will be available to unit owners and registered guests on a "first come, first served" basis. No advanced reservations will be permitted.

5.2 Equipment is only available during hours when an attendant is on duty.

5.3 A maximum of 4 chairs, 4 pads, 4 towels and 2 umbrellas or cabana hoods will be allowed per unit except on Federal holidays weekends or other dates as determined by Pinnacle management when the limit per unit will be 2 chairs, 2 pads, 2 towels and 1 umbrella or cabana hood.

5.4 Guests must register at the Lobby Desk each day for guests passes which will allow them to check out 1 chair, 1 pad and 1 towel per guest pass.

5.5 All chairs, pads, towels and umbrellas or cabana hoods must be signed out on form provided by beach/pool attendants. Towels must be returned to attendants at the end of the day. There is a charge of \$30 for each unreturned towel. Unit owners will be responsible for

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the equipment checked out to their guests.

5.6 Beach equipment, including towels, cannot be removed from the Pinnacle pool and the beach areas.

5.7 Chairs, pads, umbrellas and/or cabana hoods left unattended for more than one hour will become available unless beach attendant is specifically notified by the owner or guest that they will return to use the equipment.

5.8 If no chairs are immediately available for a Pinnacle resident, upon request of the resident, the beach/pool attendant will acquire any chair that has been left unattended.

5.9 Beach/pool attendants will not be responsible for any items left unattended or removed from chairs.

6. RESTRICTED AREAS

6.1 No one is permitted access to restricted areas of the property, including the roof and areas under construction unless approved by Pinnacle management or a member of the Board of Directors and accompanied by Pinnacle security.

7. DAMAGE

7.1 Unit Owners accept financial responsibility for any damage done by themselves, their dependents, or their guests to any part of the Condominium, or the Pinnacle property. This includes marking, engraving, denting, or defacing.

8. ATTIRE

8.1 In all Pinnacle common areas, residents and guest will wear appropriate attire that is consistent with common decency. Shoes and cover-up must be worn in the lobby at all times.

9. SMOKING

9.1 Smoking is not allowed in hallways and lobbies. Smoking is not permitted in the spa or work out room.

10. DRILLING ON ASSOCIATION PROPERTY

10.1 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association property, nor shall oil wells tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium or Association Property.

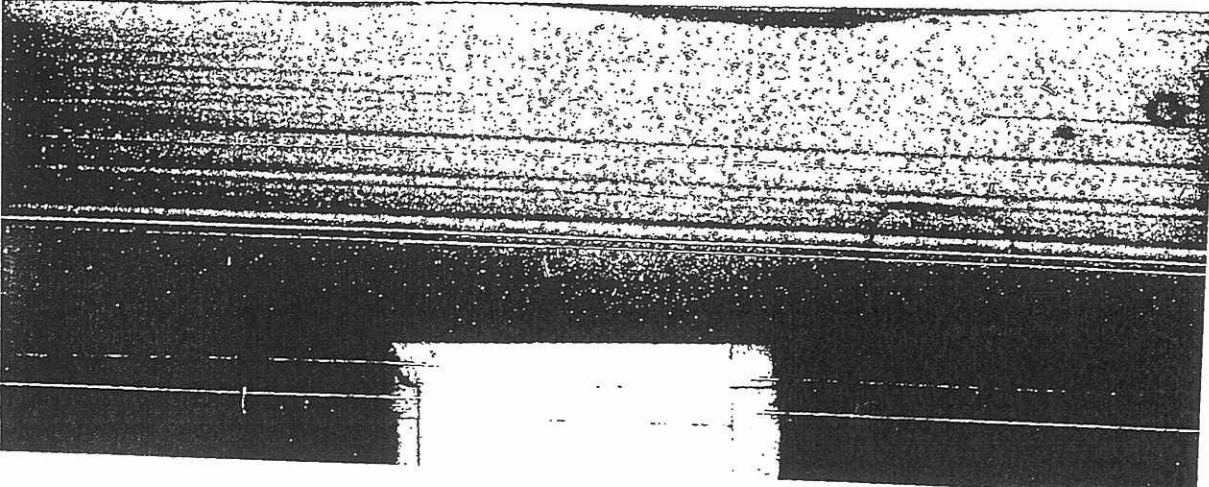
10.2 No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Condominium or Association property.

C. INDIVIDUAL UNITS AND UNIT OWNERS

1. PERSONAL PROPERTY

1.1 The personal property of Unit Owners and occupants must be stored in their respective Units.

2. TRASH DISPOSAL



2.1 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 or disposal or collection shall be complied with.

2.2 All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

2.3 Residents who use the plumbing for such purposes will be held financially responsible for any necessary repairs.

3. FLAMMABLE MATERIALS

3.1 No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

4. NOISE RESTRICTIONS

4.1 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.

4.2 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.

4.3 Between the hours of 10:30 PM and 8:00 AM, volume on home entertainment equipment including such items as televisions, musical instruments and stereos must be kept at an acceptable level. Hallway noises must also be kept to a minimum between these hours. Exercise audio courtesy, please, at all times.

4.4 Residents may use carpeting or vinyl tile over an acceptable padding. Hard surfaces such as marble and tile may be used only with approved soundproofing material. Specific information on soundproofing requirements is available at the management office. Any hard surface or hard flooring material installation must meet architectural approval. This includes patio or balcony areas.

4.5 Construction, assembly, repair or patch work of any type inside or outside units using tools such as hammers, electric or battery-driven drills, saws, scrapers, sanders and any other noise-making instruments - are permitted only between the hours of 9 A.M. to 5 P.M. on weekdays. No such work is permitted on weekends and holidays, as observed by Pinnacle Management, and after 5 P.M. or before 9 A.M. on weekdays.

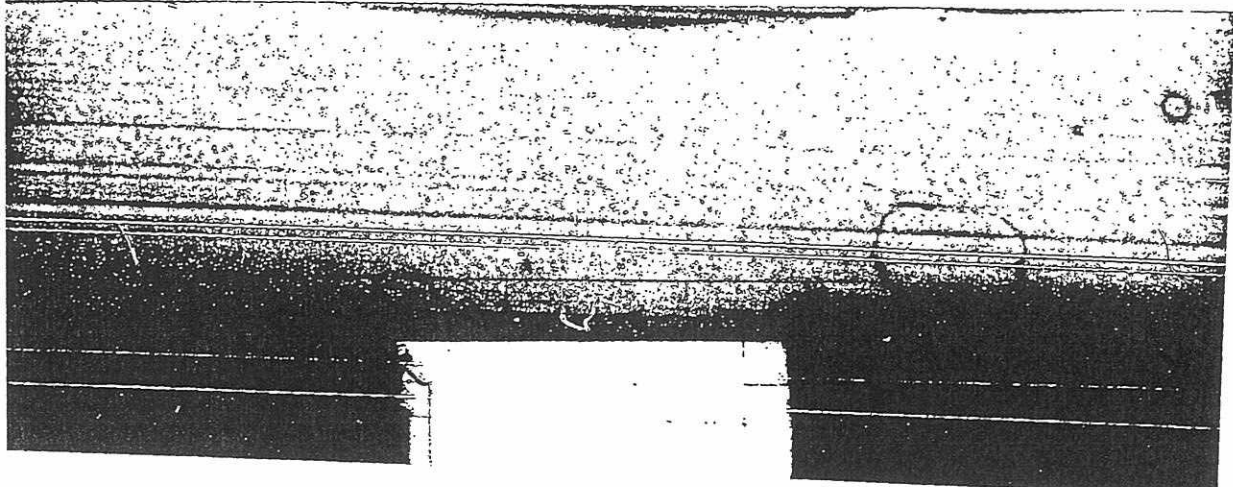
4.6 These rules apply to contractors, repairmen, handymen, mechanics, as well as unit owners, their family, visitors, or in case of lease, their tenants.

4.7 In a bona fide emergency, the Security desk must be notified immediately by the owner/tenant in whose unit the need for emergency work needs to be performed outside the (above) posted hours. Security must immediately notify Pinnacle Management, a member of the Pinnacle Condominium Association board or the chair of the Rules, Regulations & Communications committee for immediate evaluation of the emergency situation.

5. UNIT EXTERIOR

5.1 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.

5.2 Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way.



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5.3 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. Curtains colored other than white or off-white must first meet the design criteria set forth by the Association. An architectural modification request form can be obtained from the Association manager's office. Please fill out and await approval prior to any installation.

5.4 Outdoor television and radio antennas are not permitted, neither are electrical wiring or machines that protrude through the walls of a residence.

5.5 No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, clothes, 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.

5.6 Furniture and umbrellas visible above the height of the railing from the outside of the building are not permitted.

5.7 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.

5.8 Residents may not enclose, nor cover, nor alter balconies and terraces in any way. Residents may not affix, paint or cover the exterior windows, walls or doors in any fashion whatsoever.

5.9 Lose items cannot be placed on the ledge of balconies or terraces

5.10 Cooking devices may not be used on balconies or terraces.

5.11 If you expect to be away for an extended period of time, all objects must be removed from your balcony or terrace.

5.12 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.

6. HURRICANE SEASON

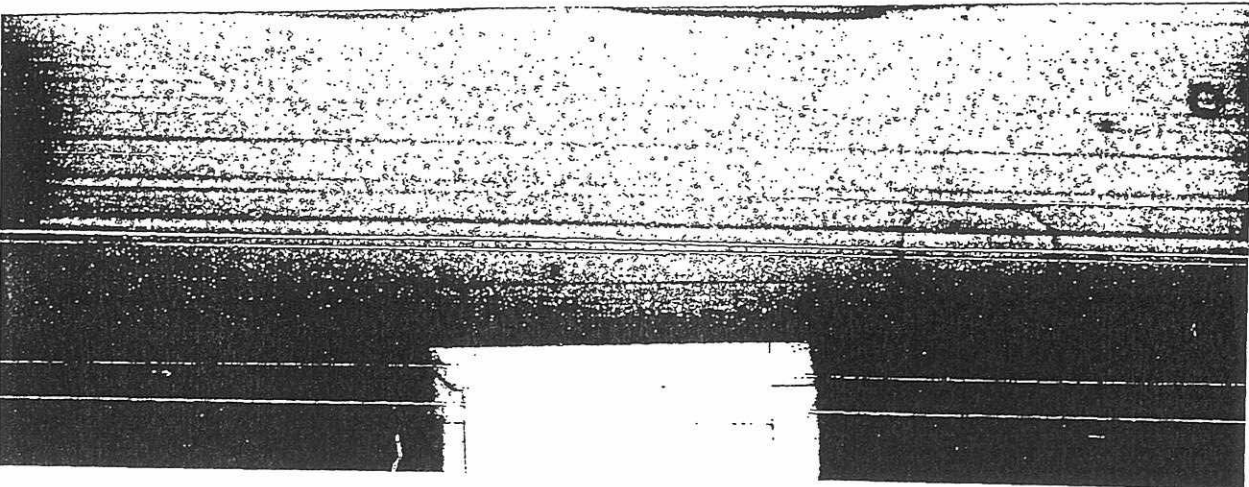
6.1 In case of a Hurricane Watch, all items must be removed from balconies and terraces within a certain period of time.

6.2 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 names(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

D. PROCEDURE

1. RULE AUTHORITY

1.1 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 combinations thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, 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 the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

1.2 Notice - The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing 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 statements of the provisions of the declaration, association by-laws or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.

1.3 Hearing - The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. 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 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.

1.4 Fines - The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.

1.5 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.

1.6 Payment of Fines - Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

1.7 Application of Fines - All monies received from fines shall be allocated as directed by the Board of Directors.

1.8 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 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 Owner or occupant.

2. VIOLATIONS OF RULES, REGULATIONS OR OTHER GOVERNANCE

2.1 Complaints or concerns about violations of the Rules and Regulations of the Pinnacle Condominium Association will only be considered in written form.

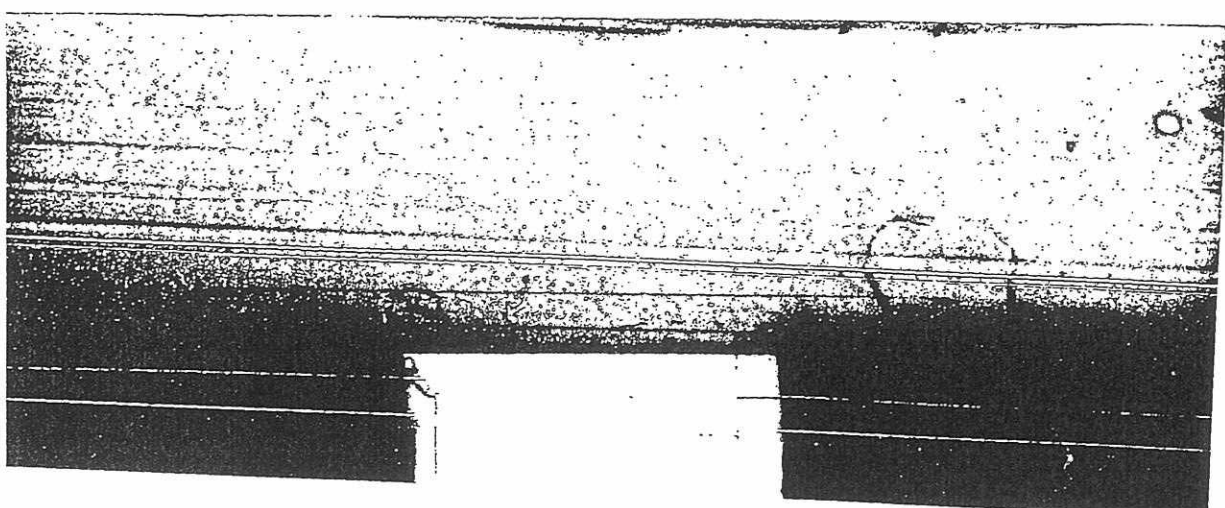
2.2 The Rules & Regulations Violation Report form will include: (a) the Unit Owner or individual allegedly in violation of a rule or regulation, (b) the rule or regulation that was allegedly violated, (c) a description of the violation including date and time it was noticed, (d) any witnesses to the violation and (e) any communication that may have happened with the violating party prior to the reporting of this violation.

2.3 The form is to be filed with the Pinnacle management office.

2.4 Pinnacle management will immediately copy the violation report and deliver it to the Chair of the Rules, Regulations and Communications committee.

2.5 Management will be responsible for investigating a reported violation as well as any violations observed or reported by Pinnacle staff.

2.6 If, at any time, Pinnacle management and the Chair of the Rules, Regulations and Communications committee agree, a warning notice will be sent to the alleged violator (either delivered, sent by regular mail or registered mail as they deem appropriate) informing the Unit Owner of the alleged violation and requesting that they take corrective action within a certain period of time. If no action is taken within the cure period or the alleged violator disputes, in writing, the charge, then the alleged violator will be



notified, in writing, of their rights under the By-Laws of the Pinnacle Condominium Association and Rule 17 of Schedule A of the By-Laws.

2.7 Valid violation reports will be recorded at the meetings of the Rules, Regulations and Communications committee.

2.8 A majority vote of the attending members of an official Rules, Regulations and Communications committee meeting can call for a hearing relating to any violation of Pinnacle rules, regulations, by-laws or covenants. The Unit Owner who is allegedly in violation will be notified, judged and, if necessary, penalized in accordance with the By-Laws of the Pinnacle Condominium Association and Rule D-1 herein (formerly Rule 17 of Schedule A of the By-Laws as amended.).

3. NEW RULES OR RULES CHANGES

3.1 Proposed rules or rules changes for the Pinnacle Condominium Association will only be considered in written form.

3.2 The Rules & Regulations Proposal form will include: (a) the printed name and signature of the Unit Owner or individual submitting the proposal, (b) the rule or regulation that is proposed, (c) a detailed justification for the proposed rule or regulation including problems it would resolve, (d) the printed name and signature of any other Unit Owner or Owners who support the proposed rule or regulation and (e) what would be the expense, if any, to the Pinnacle Condominium Association for implementing the proposal or developing a system necessary to enforce the proposal.

3.3 The form is to be filed with the Pinnacle management office. If the form is not filed in person, management will immediately notify the person submitting the form that the form has been received and is being processed.

3.4 Pinnacle management will immediately copy the Rules & Regulations Proposal form and deliver it to the Chair of the Rules, Regulations and Communications committee to be included on the agenda for the next possible meeting of the committee.

3.5 Management will be responsible for researching and reporting to the Rules, Regulations and Communications committee the feasibility and impact of any proposed rule placed on the agenda for a meeting.

3.6 Unit Owners who submit proposals for rules and regulations will be notified at least 48-hours in advance of the first meeting of the Rules, Regulations and Communications committee which will discuss, consider or take action on their proposal.

3.7 Notwithstanding the above procedure, new proposals for rules and regulations which are first brought to any official meeting of the Rules, Regulations and Communications committee by committee members or, subject to the committee approval, Unit Owners, may be discussed, considered, rejected or passed to the Board of Directors for approval without notification prior to the committee meeting.

3.8 Action on proposed rules and regulations will be in accordance with the By-Laws of the Pinnacle Condominium Association and Rule D-1 herein (formerly Rule 17 of Schedule A of the By-Laws).

4. DISCLAIMER ON RULES

4.1 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.

4.2 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.

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4.3 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 therefor and good cause shown in the sole option of the Board.

5. POSTING OF OFFICIAL NOTICES

5.1 Official notices of meeting of the Pinnacle Condominium Association will be posted at bulletin boards in all common areas as well as in each elevator in the Condominium

5.2 Official notices for all meetings of the Board of Directors will be printed on Yellow paper.

5.3 Official notices for all meetings of Committees of the PCA will be printed on Blue paper.

5.4 Notices of functions or events sponsored by the PCA will be printed on any color paper except Blue and Yellow and must be removed in favor of official notices of meetings of the Board or Committees.

5.5 Management will design a standardized style for each formal notification which will be used for all PCA meetings.

5.6 Official notification areas are reserved for the exclusive announcement of Board and Committee meetings or PCA functions or events.

6. PINNACLE CONDOMINIUM ASSOCIATION NEWSLETTER

6.1 An editorial board to manage the newsletter will include all members of the Rules, Regulations and Communications committee and additional Unit Owners at the discretion of the Rules, Regulations and Communications committee.

6.2 A letter will be sent to all Unit Owners informing them of the establishment of a newsletter and its availability in the Pinnacle front desk, via e-mail or, subject to completion, on the Internet.

6.3 Prior to publication, the newsletter must be approved by the President of the Board of Directors of the Pinnacle Condominium Association. The President will give his approval in an expeditious manner.

6.4 The Pinnacle Condominium Newsletter is the official voice of the Pinnacle Condominium Association.

RECORDED IN OFFICIAL RECORDS-BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

This instrument prepared by, or under the supervision of (and after recording, return to):

Gary A. Saul, Esq.
Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, FL 33131

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(Reserved for Clerk of Court)

DECLARATION
OF
THE PINNACLE CONDOMINIUM

AQUAMAR 176, INC., a Florida corporation, hereby declares:

1. Introduction and Submission.

- 1.1 The Land. The Developer owns the fee title to certain land located in Dade County, Florida, as more particularly described in Exhibit "1" annexed hereto (the "Land").
- 1.2 Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon and all other property, real, personal or mixed, now or hereafter situated on or within the Land - but excluding all public or private (e.g. cable television) utility installations therein or thereon - to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof and as it may be hereafter renumbered. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.
- 1.3 Name. The name by which this condominium is to be identified is **THE PINNACLE CONDOMINIUM** (hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.
- 2.2 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.
- 2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- 2.4 "Association" or "Condominium Association" **THE PINNACLE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.**
- 2.5 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.
- 2.6 "Board" or "Board of Directors" means the board of directors, from time to time, of the Association. The qualifications for membership on the Board are as set forth in the Bylaws of the Association.
- 2.7 "Building" means the structure(s) in which the Units and the Common Elements are located, regardless of the number of such structures, which are located on the Condominium Property.
- 2.8 "By-Laws" mean the By-Laws of the Association, as amended from time to time.
- 2.9 "Committee" means a group of Board Members, Unit Owners or Board Members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or to take action on behalf of the Board.

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- 2.10 "Common Elements" mean and include:
- (a) The portions of the Condominium Property which are not included within the Units.
 - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
 - (c) An easement of support in every portion of a Unit which contributes to the support of the Building.
 - (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
 - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
- 2.11 "Common Expenses" mean all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation: (a) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; (c) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house and/or interactive communications and surveillance systems; (d) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (e) the costs and expenses of maintaining, repairing and/or replacing as necessary the seawall located upon or adjacent to (even if beyond the legal boundaries of) the Condominium Property; (f) the costs and expenses of installing, maintaining, repairing, restoring, renourishing and/or replacing of the beach/dune systems, and crosswalk or crossover structures to and from the beach located upon or adjacent to (even if beyond the legal boundaries of) the Condominium Property; (g) the costs and expenses of providing services to Owners (and their guests, tenants and invitees) on the beach located upon or adjacent to (even if beyond the legal boundaries of) the Condominium Property (without imposing any obligation on the Developer and/or Association to provide such services); (h) any costs and expenses imposed upon the Condominium Property pursuant to the Shared Use Agreements (as hereinafter defined in Section 3.5 below) and/or costs and expenses incurred by the Association in performing under and/or complying with, the terms and conditions of the Shared Use Agreements; and (i) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure. Common Expenses shall not include any separate obligations of individual Unit Owners.
- 2.12 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 2.13 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.14 "Condominium Property" means the Land, Improvements and other property described in Section 1.2 hereof, subject to the limitations thereof and exclusions therefrom.
- 2.15 "County" means the County of Dade, State of Florida.
- 2.16 "Declaration" or "Declaration of Condominium" means this instrument and all exhibits attached hereto, as same may be amended from time to time.
- 2.17 "Developer" means AQUAMAR 176, INC., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and,

accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.

- 2.18 "Dispute", for purposes of Section 19.1, means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this Declaration, the Articles or By-Laws to: (i) require any Owner to take any action, or not to take any action, involving that Owner's Unit; or (ii) alter or add to a common area or Common Element; or (b) the failure of the Association, when required by law or this Declaration, the Articles or By-Laws to: (i) properly conduct elections; (ii) give adequate notice of meetings or other actions; (iii) properly conduct meetings; or (iv) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment or the collection of an Assessment levied against a party.
- 2.19 "Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation, State of Florida, or its successor.
- 2.20 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.
- 2.21 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by institutional First Mortgagees are appurtenant.
- 2.22 "Limited Common Elements" mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.
- 2.23 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.
- 2.24 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 2.25 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.

3. Description of Condominium.

- 3.1 Identification of Units. The Land has constructed thereon one (1) Building containing a total of two hundred forty two (242) Units. Each such Unit is identified by a separate alpha-numerical designation. The designation of each of such Units is set forth on Exhibit "2" attached hereto. Exhibit "2" consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit "2", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.
- 3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:
- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

- (i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the upper story if the Unit is a multi-story Unit, provided that in multi-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling).
- (ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story if the Unit is a multi-story Unit, provided that in multi-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor).
- (iii) Interior Divisions. Except as provided in subsections (i) and (ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the multi-floors, in all cases of a multi-story Unit, if any, or nonstructural interior walls shall be considered a boundary of the Unit.
- (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that the exteriors of doors facing interior Common Element hallways shall not be included in the boundaries of the Unit and shall therefore be Common Elements.
- (d) Exceptions. in cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "2" hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3.2(c) above shall control unless specifically depicted and labeled otherwise on such survey.

3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) Patios, Balconies, Roof Decks and Terraces. Any patio, balcony, roof deck or terrace (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). The Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Elements, with the costs for same being a Common Expense. Each Owner shall, however, be responsible for the general cleaning, plant care and the upkeep of the appearance of the area(s).
- (b) Parking Spaces. Each parking space shown on Exhibit "2" hereto shall be a Limited Common Element only upon it being assigned as such to a particular Unit in the manner described herein. Developer hereby reserves the right to assign, with or without consideration, the exclusive right to use any parking space located within the Common Elements of the Condominium to one or more Units, whereupon the space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the By-Laws). A Unit Owner may assign the Limited Common Element parking space appurtenant to his Unit to another Unit by written instrument delivered to (and to be held by) the Association; provided, however, that no Unit may be left without one Limited Common Element parking space. As to any Limited Common Element parking space which was originally assigned by the Developer, the Developer reserves the right, at any time provided that the Developer owns a Unit, to reassign such parking space, provided that at all times, each Unit shall have one Limited Common Element parking space. The

maintenance of any parking space so assigned shall be the responsibility of the Association. EACH UNIT OWNER ACKNOWLEDGES AND AGREES THAT A PORTION OF THE PARKING GARAGE IS LOCATED BELOW THE FEDERAL FLOOD PLAIN, AND, ACCORDINGLY, IN THE EVENT OF FLOODING, ANY AUTOMOBILES AND/OR PERSONAL PROPERTY STORED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE RATES, BOTH FOR THE ASSOCIATION IN INSURING THE PARKING GARAGE, AND FOR OWNERS, MAY BE HIGHER THAN IF THE GARAGE WERE ABOVE THE FEDERAL FLOOD PLAIN. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A UNIT, OR ACCEPTING THE ASSIGNMENT OF A PARKING SPACE, EACH OWNER, FOR HIMSELF AND HIS TENANTS, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM.

- (c) Storage Spaces. Developer hereby reserves the right to assign, with or without consideration, the exclusive right to use any storage space located within the Common Elements of the Condominium to one or more Units, whereupon the space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the By-Laws). After assignment to a Unit by the Developer, a Unit Owner may reassign the Limited Common Element storage space appurtenant to his Unit to another Unit by written instrument delivered to (and to be held by) the Association; provided, however, that no Unit may be left without one Limited Common Element storage space. The maintenance of any space so assigned, the screening of such space, as well as the insurance of its contents, shall be the sole responsibility of the Owner of the Unit(s) to which it is assigned. EACH UNIT OWNER ACKNOWLEDGES AND AGREES THAT CERTAIN OF THE STORAGE AREAS MAY BE LOCATED BELOW THE FEDERAL FLOOD PLAIN, AND, ACCORDINGLY, IN THE EVENT OF FLOODING, ANY PERSONAL PROPERTY STORED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE RATES, BOTH FOR THE ASSOCIATION IN INSURING THE STORAGE AREAS, AND FOR OWNERS, MAY BE HIGHER THAN IF THE AREAS WERE ABOVE THE FEDERAL FLOOD PLAIN. BY ACCEPTING THE ASSIGNMENT OF A STORAGE LOCKER, EACH OWNER, FOR HIMSELF AND HIS TENANTS, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM.
- (d) Miscellaneous Areas, Equipment. Any fixtures or equipment (e.g., an air conditioning compressor or hot water heater) serving a Unit or Units exclusively and any area (e.g., a closet or ground slab) upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s). The maintenance of any such equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which it is assigned.
- (e) Cabanas. In the event that any cabanas are located within the Common Elements, the Developer hereby reserves the right to assign, with or without consideration, the exclusive right to use any such cabanas to one or more Units, whereupon the cabana(s) so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the By-Laws). Upon making such assignment, the Limited Common Elements so assigned shall become an appurtenance to the Unit(s). After assignment to a Unit by the Developer, a Unit Owner may reassign the Limited Common Element cabana appurtenant to his Unit to another Unit by written instrument delivered to (and to be held by) the Association, with or without consideration. The interior maintenance of any limited common element cabana so assigned (including, without limitation, all interior walls, electrical and plumbing systems therein), as well as the insurance of the cabana and its contents, shall be the sole responsibility of the Owner of the Unit(s) to which it is assigned. Any required exterior maintenance of a limited common element cabana, or structural repairs required thereto, shall be the responsibility of the Association.
- (f) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one Unit or more than one Unit (i.e., any hallway and/or elevator landing serving a single Unit or more than one (1) Unit owned by the same Owner) shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by said Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common

Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made.

- 3.4 **Easements.** The following easements are hereby created (in addition to any easements created under the Act and any easements affecting the Condominium Property and recorded in the Public Records of the County):
- (a) **Support.** Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.
 - (b) **Utility and Other Services; Drainage.** Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and monitoring systems, and other services and drainage in order to serve the Condominium and/or members of the Association. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and similar systems, hot water heaters, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).
 - (c) **Encroachments.** If (i) any portion of the Common Elements encroaches upon any Unit; (ii) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements; or (iii) any encroachment shall hereafter occur as a result of (A) construction of the Improvements; (B) settling or shifting of the Improvements; (C) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (D) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.
 - (d) **Ingress and Egress.** A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, and for each member of the Association shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements and Association Property as from time to time may be intended and designated for such purpose and use by the Board; and for vehicular and pedestrian traffic over, through and across, and parking on, such portions of the Common Elements and Association Property as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph 3.4(d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.
 - (e) **Construction; Maintenance.** The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.
 - (f) **Sales Activity.** For as long as there are any Units owned by the Developer, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements or Association Property for guest accommodations, model apartments and sales and construction offices, to show

model Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property and Association Property signs and other promotional material to advertise Units for sale or lease.

- (g) Additional Easements. The Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium and/or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

- 3.5 Shared Use Agreements. The Condominium Property is presently subject to (collectively, the "Shared Use Agreements"): (a) Shared Use Agreement by and between Hawaiian Isle, Inc. and BOP, Inc., recorded June 27, 1986 in Official Records Book 12936, Page 1676 of the Public Records of Dade County, Florida, and (b) Shared Use Agreement by and between Hawaiian Isle, Inc. and BOP, Inc., recorded June 27, 1986 in Official Records Book 12936, Page 1685 of the Public Records of Dade County, Florida. Pursuant to the Shared Use Agreements, certain portions along the northern border of the Condominium Property, and certain facilities located thereon (collectively, the "Shared Facilities"), are to be maintained and used jointly by the owners of the Condominium Property and the owners of the property just north of the Condominium Property (as well as each party's guests, tenants and invitees). The costs for the maintenance, repair, insurance and upkeep of the Shared Facilities is similarly shared, and, accordingly, any costs allocable to the Condominium Property under the Shared Use Agreements shall be deemed Common Expenses. Each Owner, by acceptance of a deed or other conveyance to their Unit understands and agrees that the Units and the Condominium Property shall be subject to the terms, conditions and obligations of the Shared Use Agreements, and that the Association assumes and shall be solely liable for any and all obligations and/or liabilities arising out of the Shared Use Agreements. Notwithstanding the foregoing, Developer reserves the right, in its sole and absolute discretion to terminate the Shared Use Agreements if the Developer so desires.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.
5. Ownership of Common Elements and Common Surplus and Share of Common Expenses: Voting Rights
- 5.1 Fractional Ownership and Shares. The undivided fractional interest in the Common Elements and Common Surplus, and the fractional share of the Common Expenses, appurtenant to each Unit, is as set forth on Exhibit "3" attached hereto.
- 5.2 Voting. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.
6. Amendment. Except as elsewhere provided herein, amendments may be effected as follows:
- 6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Unit Owners. Except as elsewhere provided, approvals must be by an affirmative vote representing in excess of 66 2/3% or more of the voting interests of all Unit Owners. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting.

- 6.2 **Material Amendments.** Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by in excess of 66 2/3% or more of the voting interests of Unit Owners. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.
- 6.3 **Mortgagee's Consent.** No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.
- 6.4 **By The Developer.** Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment: (a) to permit time-share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units); or (b) to effect a "Material Amendment" which must be approved, if at all, in the manner set forth in Section 6.2 above. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the consent of the Developer in each instance.
- 6.5 **Execution and Recording.** An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

7. Maintenance and Repairs.

- 7.1 **Units and Limited Common Elements.** All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, including, without

limitation, maintenance, repair and replacement of windows, window coverings, interior nonstructural walls, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

- 7.2 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than those Limited Common Elements to be maintained by the Unit Owners as provided above) and Association Property shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.
- 7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair any air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units.
8. Additions, Improvements or Alterations by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$125,000 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing in the aggregate \$125,000 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year.
9. Additions, Alterations or Improvements by Unit Owner.
- 9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, his Unit or any Limited Common Element without the prior written consent of the Board of Directors. The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor to perform the work. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of

mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

9.2 Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 9 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), and (b) expand, alter or add to all or any part of the recreational facilities. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.2 shall be adopted in accordance with Section 6 and Section 10 of this Declaration.

10. Changes in Developer-Owned Units. Without limiting the generality of the provisions of paragraph 9.2 above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size of Developer-owned Units by combining separate Developer-owned Units into a single apartment (although being kept as two separate legal Units), or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 10, shall be effected by the Developer alone pursuant to Section 6.4, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Section 6.2 above. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

11. Operation of the Condominium by the Association: Powers and Duties.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, Exhibits "4" and "5" annexed hereto), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a

Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to close hurricane shutters in the event of the issuance of a storm watch or storm warning.

- (b) The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and Association Property.
- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.
- (d) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing.
- (f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium and Association Property.
- (g) The power to acquire, convey, lease and encumber real and personal property. Personal property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, subject to Section 8 hereof. Real property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors alone; provided that the requirements of Section 8 pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso regarding the debt incurred) shall also apply to the acquisition of real property; provided, further, however, that the acquisition of any Unit as a result of a foreclosure of the lien for Assessments (or by deed in lieu of foreclosure) shall be made upon the majority vote of the Board, regardless of the price for same and the Association, through its Board, has the power to hold, lease, mortgage or convey the acquired Unit(s) without requiring the consent of Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.
- (h) The duty and obligation to comply with any requirements of the Sunny Isles Beach Restoration Project or any Federal, State or local rule, regulation, ordinance, code, project or agreement, relating to the installation, maintenance, repair, restoration, renourishing and/or replacing of the beach/dune system, the seawall, and crosswalk to and from the beach located upon or adjacent to (even if beyond the legal boundaries of) the Condominium Property.
- (i) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation, the Bylaws, Chapters 607 and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, or otherwise, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and

applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time.

- 11.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 9.1 hereof.
- 11.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.
- 11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 11.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- 11.6 Effect on Developer. If the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of the Developer:
- (a) Assessment of the Developer as a Unit Owner for capital improvements;
 - (b) Any action by the Association that would be detrimental to the sales of Units by the Developer or the assignment of Limited Common Element parking spaces, cabanas and/or storage spaces by the Developer for consideration; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.
12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium and the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the By-Laws.

13. Collection of Assessments.

- 13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.
- 13.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:
- (a) "Special Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.
 - (b) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements or Association Property.
 - (c) Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments or Capital Improvement Assessments, in the aggregate in any year, exceed \$125,000.00 or cause the total Assessments levied to exceed 115% of Assessments for the preceding calendar year, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.
- 13.3 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at fifteen percent (15%) per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, interest thereon and reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association and the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

Additionally, each Owner of any Unit by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have assigned all rents, issues and profits (the "Collateral Assignment of Rents") on each such Unit to the Association, which Collateral Assignment of Rents shall become absolute upon default of such Unit Owner hereunder.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the next twelve (12) months' of Assessment installments to be accelerated and immediately due and payable. In the event that the amount of such installments changes during the twelve (12) month period, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

- 13.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.
- 13.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.
- 13.6 Institutional First Mortgagee. An Institutional First Mortgagee who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments (or installments thereof) that became due prior to the Institutional First Mortgagee's receipt of the deed. However, the Institutional First Mortgagee's liability is limited to a period not exceeding six (6) months, but in no event does the Institutional First Mortgagee's liability exceed one percent (1%) of the original mortgage debt. The Institutional First Mortgagee's liability for such expenses or Assessments does not commence until thirty (30) days after the date the Institutional First Mortgagee received the last payment of principal or interest. In no event shall the Institutional First Mortgagee be liable for more than six (6) months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of title to the Unit by the Institutional First Mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less. An Institutional First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.
- 13.7 Developer's Liability for Assessments. During the period from the date of the recording of this Declaration until the earlier of the following dates (the "Guarantee Expiration Date"): (i) the last day of the twelfth (12th) complete calendar month after the applicable recording date, (ii) the occurrence of an "Extraordinary Financial Event" (as hereinafter defined), or (iii) the date that control of the Association is transferred to Unit Owners other than the Developer as provided in the By-Laws and the Act, the Developer shall not be obligated to pay the share of Common Expenses and Assessments attributable to the Units owned by the Developer, provided: (i) that the regular Assessments for Common Expenses imposed on each Unit Owner other than the Developer prior to the Guarantee Expiration Date shall not increase during such period over the amount set forth in the initial estimated operating budget contained in the offering circular delivered to the Unit Owner who first contracted to purchase his Unit, and (ii) that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed levels receivable from other Unit Owners and/or from income of the Association. After the Guarantee Expiration Date, the Developer shall have the option of extending the guarantee for one or more additional periods, or paying the share of Common Expenses and Assessments attributable to Units it then owns. As used in this subsection, an "Extraordinary Financial Event" shall mean a casualty loss affecting the Condominium and/or Association Property which exceeds by more than \$5,000.00 the insurance proceeds receivable by the Association as a result of the loss, or the entry of a judgment against the Association (or against a member or members of the Board of Directors if and to the extent those members are entitled to be indemnified by the Association as more particularly described in the Articles

of Incorporation) that exceeds by more than \$5,000.00 the insurance proceeds receivable by the Association as a result of the judgment, or an agreement by the Association (or said member or members of the Board of Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or against said Board members) that exceeds by more than \$5,000.00 the insurance proceeds receivable by the Association as a result of the settlement agreement.

- 13.8 Certificate of Unpaid Assessments. Within fifteen (15) days after written request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- 13.9 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, assessments will be collected monthly.
- 13.10 Application of Payments. Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.
14. Insurance. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:
- 14.1 Purchase, Custody and Payment.
- (a) Purchase. All insurance policies described herein covering portions of the Condominium and Association Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
 - (b) Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance, if requested thereby.
 - (c) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
 - (d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).
 - (e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
 - (f) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.
- 14.2 Coverage. The Association shall maintain insurance covering the following:
- (a) Casualty. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policies) and all Improvements located on the Common Elements and the Association Property from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or Association Property (collectively the

"Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, all furniture, furnishings, Unit floor coverings, wall coverings and ceiling coverings, other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners, and all electrical fixtures, appliances, air conditioner and heating equipment, water heaters and built-in cabinets, to the extent that any of same are required to be repaired or replaced by the Unit Owners. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association's employees.
- (c) Workmen's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance covering the Common Elements, Association Property and Units if required by the Primary Institutional First Mortgagee or FNMA/FHLMC, or if the Association so elects.
- (e) Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.
- (f) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (g) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association, if required by FNMA/FHLMC, shall have the following endorsements: (i) agreed amount and inflation guard and (ii) steam boiler coverage (providing at least \$50,000 coverage for each accident at each location), if applicable.

- 14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of

casualty insurance or any renewal thereof, the Board of Directors may (or if required by FNMA/FHLMC, shall) obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation; for the purpose of determining the amount of insurance to be effected pursuant to this Section.

- 14.4 **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 14.5 **Insurance Trustee; Share of Proceeds.** All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors as provided in Section 14.10 below, and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:
- (a) **Insured Property.** Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.
 - (b) **Optional Property.** Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
 - (c) **Mortgagees.** No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
- 14.6 **Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
- (a) **Expenses of the Trust.** All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.
 - (b) **Reconstruction or Repair.** If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
 - (c) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 14.5 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

- (d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.
- 14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 14.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.
- 14.9 Benefit of Mortgagees. Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.
- 14.10 Appointment of Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.
- 14.11 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.
15. Reconstruction or Repair After Fire or Other Casualty.
- 15.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.
- If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.
- Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed)

may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

- 15.2 **Plans and Specifications.** Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and, if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.
- 15.3 **Special Responsibility.** If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.
- (a) **Disbursement.** The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
- (i) **Association - Lesser Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
 - (ii) **Association - Major Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.
 - (iii) **Unit Owners.** If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.
 - (iv) **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating

to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

- (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

15.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Optional Property, the Association shall charge the Owner (but shall not levy an Assessment) in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

15.5 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. Condemnation.

- 16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.
- 16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.
- 16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to and paid by the Owner of the Unit.
- (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.
- (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:
- (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
 - (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.
- The result of such division for each Unit shall be the adjusted percentage for such Unit.
- 16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
- (a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
 - (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
 - (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:
 - (i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by subsection 16.4(c) hereof (the "Percentage Balance"); and
 - (ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by subsection 16.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.
 - (d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments

against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Units Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

17.1 Occupancy. Each Unit shall be used as a residence only, except as otherwise herein expressly provided, in accordance with all applicable county and state codes, ordinances and regulations.

17.2 Children. Children shall be permitted to be occupants of Units.

17.3 Pet Restrictions. Not more than one (1) domesticated pet (i.e., dog or cat) may be kept in a Unit at any time, and then only if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, and (iii) generally, not a nuisance to residents of other Units or of neighboring buildings. Without limiting the generality of Section 19 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or require any pet to be permanently removed from the Condominium Property. No pets shall be maintained in any limited common element cabana or storage space.

17.4 Alterations. Without limiting the generality of Section 9.1 hereof, but subject to Section 11 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant to either, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building or the exterior of said Unit, without obtaining the prior written consent of the Association (in the manner specified in section 9.1 hereof). Curtains or drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced with acceptable items.

- 17.5 Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In that regard, each Unit Owner, by acceptance of a deed for a Unit, thereby covenants and agrees that it is the intention of the Developer that the stairwells of the Building are intended for ingress and egress in the event of emergency only, and as such are constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells. The foregoing is not intended to prohibit the use of the stairwells for any other proper purpose. In order to enhance the ambience of the main lobby, all Unit Owners, guests, residents and invitees are prohibited from entering the lobby, or any area visible from the lobby, in bathing attire, or without shoes, shirt or other appropriate attire.
- 17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by this Declaration shall be deemed a nuisance.
- 17.7 No improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.7. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.
- 17.8 Leases. Leasing of Units or portions thereof shall not be subject to the approval of the Association, but every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefor. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. If so required by the Association, Unit Owners wishing to lease their Units shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.
- 17.9 Weight and Sound Restriction. Hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers, kitchens and bathrooms or as otherwise installed by the Developer. Installation of hard surfaced floor coverings (other than by the Developer) or in any other areas are to receive sound absorbent, less dense floor coverings, such as carpeting. Use of a hard and/or heavy surface floor covering in any other location must be submitted to and approved by the Board of Directors and also meet applicable structural requirements. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the building. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. The Board will have the right to specify the exact material to be used on balconies. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner, by acceptance of a

deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a high-rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

- 17.10 Exterior Improvements. Without limiting the generality of Sections 9.1 or 17.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Association. Notwithstanding the foregoing, any Unit Owner may display one portable removeable United States flag in a respectful way.
- 17.11 Association Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated in Section 11.1(a) hereof, it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units to the Association to use in the performance of its functions. No Unit Owner shall change the locks to his Unit without so notifying the Association and delivering to the Association a new set of keys to such Unit.
- 17.12 Hurricane Shutters. The Board of Directors shall, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for hurricane shutters. Subject to the provisions of Section 9.1 above, the Association shall approve the installation or replacement of hurricane shutters conforming with the Board's specifications. The Board may, with the approval of a majority of voting interests in the Condominium, install hurricane shutters, and may (without requiring approval of the membership) maintain, repair or replace such approved shutters, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if laminated glass or window film, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, is installed, the Board may not install hurricane shutters in accordance with this provision. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of 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. Such firm or individual shall be subject to the approval of the Association.
- 17.13 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.
- 17.14 Effect on Developer. Subject to the following exceptions, the restrictions and limitations set forth in this Section 17 shall not apply to the Developer nor to Units owned by the Developer. The Developer shall not be exempt from the restrictions, if any, relating to requirements that leases or lessees be approved by the Association, pet restrictions, occupancy of Units based on age and vehicular restrictions, except as such vehicular restrictions relate to the Developer's construction, maintenance and marketing activities.
18. Selling, Leasing and Mortgaging of Units. Subject to the provisions of this Declaration, each Unit Owner shall have the right to sell, lease or mortgage his Unit without restriction. When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.
19. Compliance and Default. The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

- 19.1 **Mandatory Nonbinding Arbitration of Disputes.** Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for nonbinding arbitration. The arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial *de novo* is not filed in a court of competent jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration, and attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial *de novo* shall be charged the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial *de novo* is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial *de novo* shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial *de novo* has expired. If a complaint for a trial *de novo* has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.
- 19.2 **Negligence and Compliance.** A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines, to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, provided, however, that nothing contained in this Section 19.2 shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.
20. **Termination of Condominium.** The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by the Primary Institutional First Mortgagee. In the event such withdrawal is authorized as aforesaid and provided that the Board first notifies the Division of an intended withdrawal, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the partition sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. The Association shall, within thirty (30) business days following such recordation, provide the Division with a copy of such recorded certificate.

This Section may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns any Unit.

21. Additional Rights of Mortgagees and Others.
- 21.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.
- 21.2 Amendments. Subject to the other provisions of this Declaration and except as provided elsewhere to the contrary, an amendment directly affecting any of the following shall require the approval of a Majority of Institutional First Mortgagees: (a) voting rights; (b) assessments, assessment liens or the priority of assessment liens; (c) reserves for maintenance, repair and replacement of Common Elements and/or Association Property; (d) responsibility for maintenance and repairs; (e) reallocation of interests in the Common Elements (including Limited Common Elements) or rights to their use; (f) redefinition of Unit boundaries; (g) conversion of Units into Common Elements or Common Elements into Units; (h) expansion or contraction of the Condominium; (i) insurance or fidelity bonds; (j) leasing of units; (k) imposition of restrictions on the selling or transferring of title to Units; (l) restoration or repair of the Condominium after a casualty or partial condemnation; (m) any action to terminate the Condominium after casualty or condemnation; and (n) any provision that expressly benefits mortgage holders, insurers or guarantors as a class.
- 21.3 Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of:
- (a) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;
 - (b) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;
 - (c) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
 - (d) any proposed action which requires the consent of a specified number of mortgage holders.
- 21.4 Additional Rights. Institutional First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.
22. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, all as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.
23. Disclaimer of Warranties. Developer hereby disclaims any and all express or implied warranties as to design, construction, view, sound transmission, furnishing and equipping of the Condominium Property, except only those set forth in section 718.203 of the Act, to the extent applicable and to the extent that same have not expired by their terms. As to such warranties which cannot be disclaimed, and to other claims, if any, which can be made as to the aforesaid matters, all incidental and consequential damages arising therefrom are hereby disclaimed.

All unit owners, by virtue of acceptance of title to their respective units (whether from the Developer or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages.

24. Coastal Construction Control Line. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, acknowledges and agrees that the Units, the Building and other portions of the Condominium Property may be located in coastal areas partially or totally seaward of the coastal construction control line as defined in Section 161.053, F.S. Each Unit Owner is fully apprised of the character of the regulation of property in such coastal areas and thereby expressly waives and releases any claim against the Developer as a result of the limitation on improvements or reconstruction resulting from the regulation of property in such coastal areas.
25. Additional Provisions.
- 25.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.
- 25.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 25.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 25.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 25.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 25.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 25.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, paragraph, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 25.8 Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

- 25.9 **Relification.** Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 25.10 **Execution of Documents; Attorney-in-Fact.** Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.
- 25.11 **Gender, Plurality.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 25.12 **Captions.** The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 25.13 **Liability.** Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the association (collectively, the "Association Documents"), the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:
- (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;
 - (b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County and/or any other jurisdiction or the prevention of tortious activities; and
 - (c) the provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed hereby. As used herein, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

EXHIBIT "1"

Legal Description of Condominium Property

THE LEGAL DESCRIPTION OF THE
CONDOMINIUM PROPERTY IS SET FORTH
ON PAGE 2 OF 73 OF EXHIBIT "2" OF THIS
CONDOMINIUM DECLARATION

THE PINNACLE CONDOMINIUM

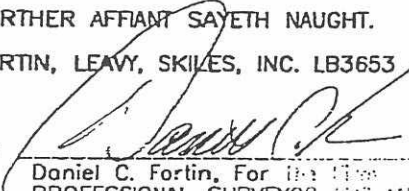
STATE OF FLORIDA
COUNTY OF MIAMI-DADE S.S.

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared DANIEL C. FORTIN, by me well known and known to me to be the person hereinafter described, who being by me first duly cautioned and sworn, deposes and says on oath as follows, to wit:

1. That he is duly registered and duly licensed Surveyor and Mapper authorized to practice under the laws of the State of Florida.
2. Affiant hereby certifies that the CONSTRUCTION OF THE IMPROVEMENTS SHOWN WITHIN THIS Exhibit 2, is substantially complete, so that this Exhibit 2, together with the provisions of the Declaration of Condominium describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials, except for areas shown under construction.
3. That the elevations shown for each floor are based on mean sea level datum, 1929 general adjustment, of the United States Coast and Geodetic Survey. Based on Dade County Bench Mark No. A-3 Elevation +4.85, Located at N.E. 174th Street and A-1-A at 17375 Ocean Drive (A-1-A) and is a Brass Bar set on a catch basin.

FURTHER AFFIANT SAYETH NAUGHT.

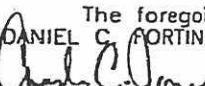
FORTIN, LEAVY, SKILES, INC. LB3653

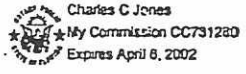
By: 
Daniel C. Fortin, For the Firm
PROFESSIONAL SURVEYOR AND MAPPER, LS2853
State of Florida



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 20th day of October, 1998 by DANIEL C. FORTIN, who is personally known to me and who did not take an oath.


Charles C. Jones
Commission No. CC731280
NOTARY PUBLIC - State of Florida



FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS

180 Northeast 188th Street / North Miami Beach, Florida. 33162
Ph. 305-653-4493 / Fax 305-651-7152 / Email fls@bellsouth.net

Date October 22, 1998	Dwg. No. 696-001	Job. No. 980462
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Cod No. 980462C DWD BY: CAD Date Printed: 10/29/98 3:09p

THE PINNACLE CONDOMINIUM

LEGAL DESCRIPTION:

All of the portion of Tract Four (4) of the Subdivision of Government Lot six (6), Section Two (2), Township Fifty-Two (52) South, Range Forty-Two (42) East, and Government Lots One (1), Two (2), Four (4), and portions of Government Lots Five (5), and Six (6), Section Eleven (11), Township Fifty-two (52) South, Range Forty-Two (42) East, as recorded in Plat Book 10 at Page 64, of the Public Records of Dade County, Florida, more particularly described as follows, to wit:

A portion of the South Two Hundred Feet (200') of the North Three Hundred Feet (300') of Tract 4 measured at right angles to the North Line of said Tract 4 as shown in Plat Book 10 Page 64 of the Public Records of Dade County, Florida, lying between the East Right of Way Line of State Road A-1-A as shown in Plat Book 45 at Page 39, of the Public Records of Dade County, Florida, and the High Water Line of the Atlantic Ocean, together with that portion of the South Two Hundred Feet (200') of the North Five hundred Feet (500') of said Tract 4, measured at right angles to the the North Line of said Tract 4, lying between the East Right of Way Line of State Road A-1-A as shown in Plat Book 45 at Page 39, of the Public Records of Dade County, Florida, and the High Water Line of the Atlantic Ocean; Together with all common law and statutory littoral rights and water privileges thereunto appertaining and belonging;

Together with all of the grantor's interest in the riparian rights adjacent or appurtenant thereto.

SURVEYORS NOTES:

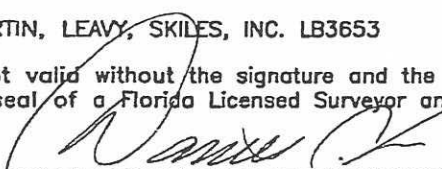
- This site lies in Section 11, Township 52 South, Range 42 East, Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 03° 00' 03" E for the East Right of Way Line of Collins Avenue (State Road #140 - State Road A-1-A), as evidenced by Set 1/2" Iron Pipes and Caps LB3653.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on Dade County Bench Mark No. A-3, Elevation +4.85, Located at N.E. 174 Street, and A-1-A at 17375 Ocean Drive (A-1-A) and is a Brass Bar set on a concrete catch basin.
- Lands shown hereon are located in Federal Flood Zones X, AE elevation 8', and VE elevation 10', per community panel 12025-C-0084-J, Dated March 2, 1994, map revised July 17, 1995
- Lands shown hereon containing 192,210 square feet, or 4.413 acres, more or less.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.
- Dimensions indicated hereon are field measured unless otherwise noted.
- Roof overhang not located unless otherwise shown.
- The approximate location of all utilities shown hereon were determined from As-Built plans and/or on-site locations and should be verified before construction.
- Legal description shown hereon furnished by client.

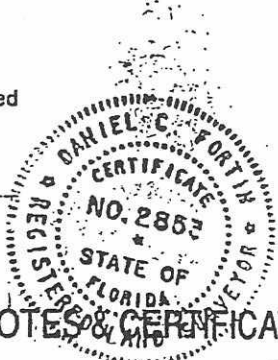
SURVEYOR'S CERTIFICATION:

I hereby further certify that this "Boundary Survey" was made under my responsible charge on October 28, 1998 and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

FORTIN, LEAVY, SKILES, INC. LB3653

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

By: 
Daniel C. Fortin, For The Firm
PROFESSIONAL SURVEYOR AND MAPPER, LS2853
State of Florida



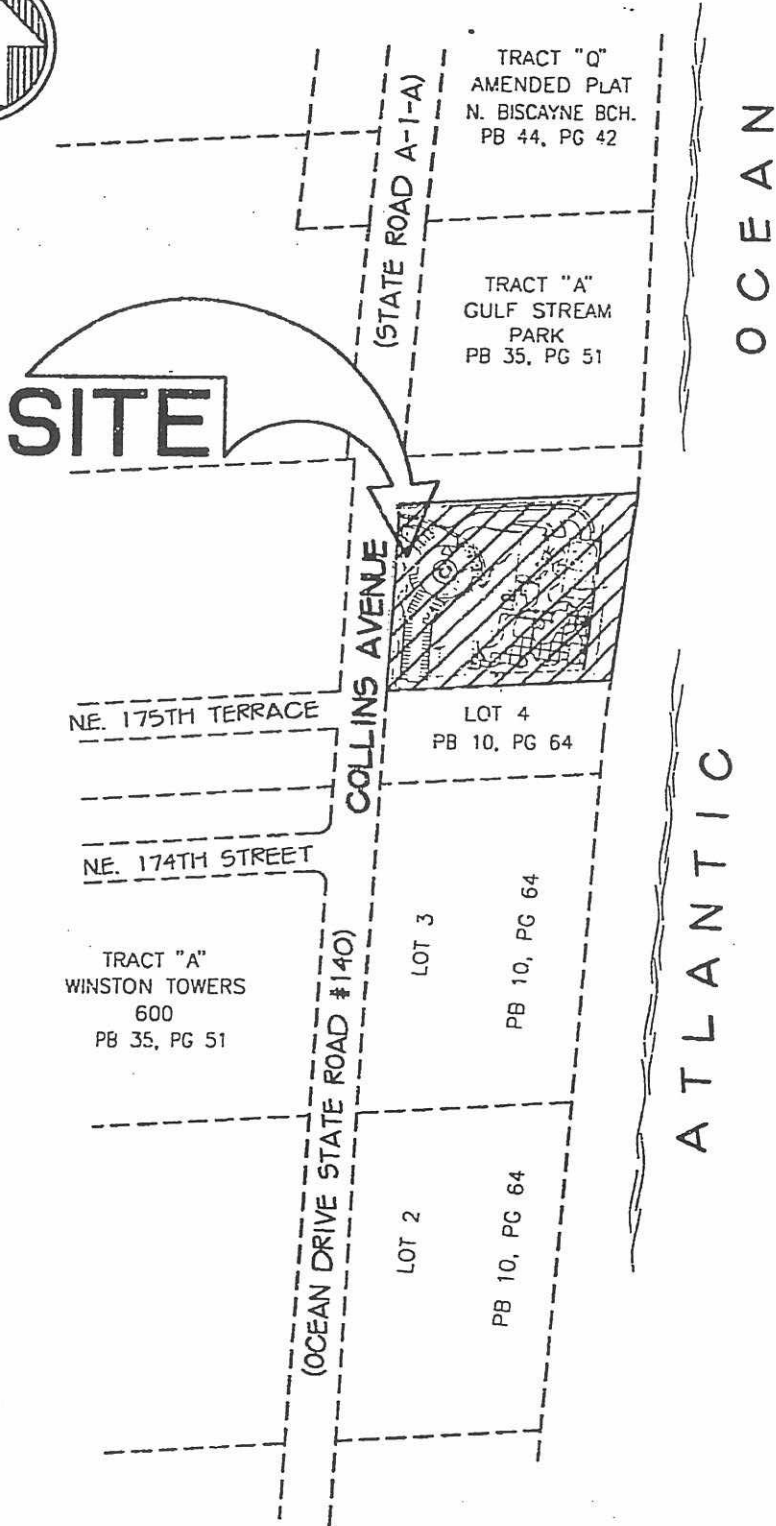
LEGAL DESCRIPTION, SURVEYOR'S NOTES & CERTIFICATION

Cod No. 980874C DWG Bfr: CAO Date Printed: 10/29/98 8:03p

THE PINNACLE CONDOMINIUM



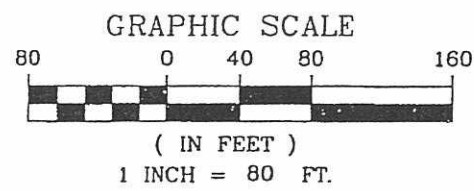
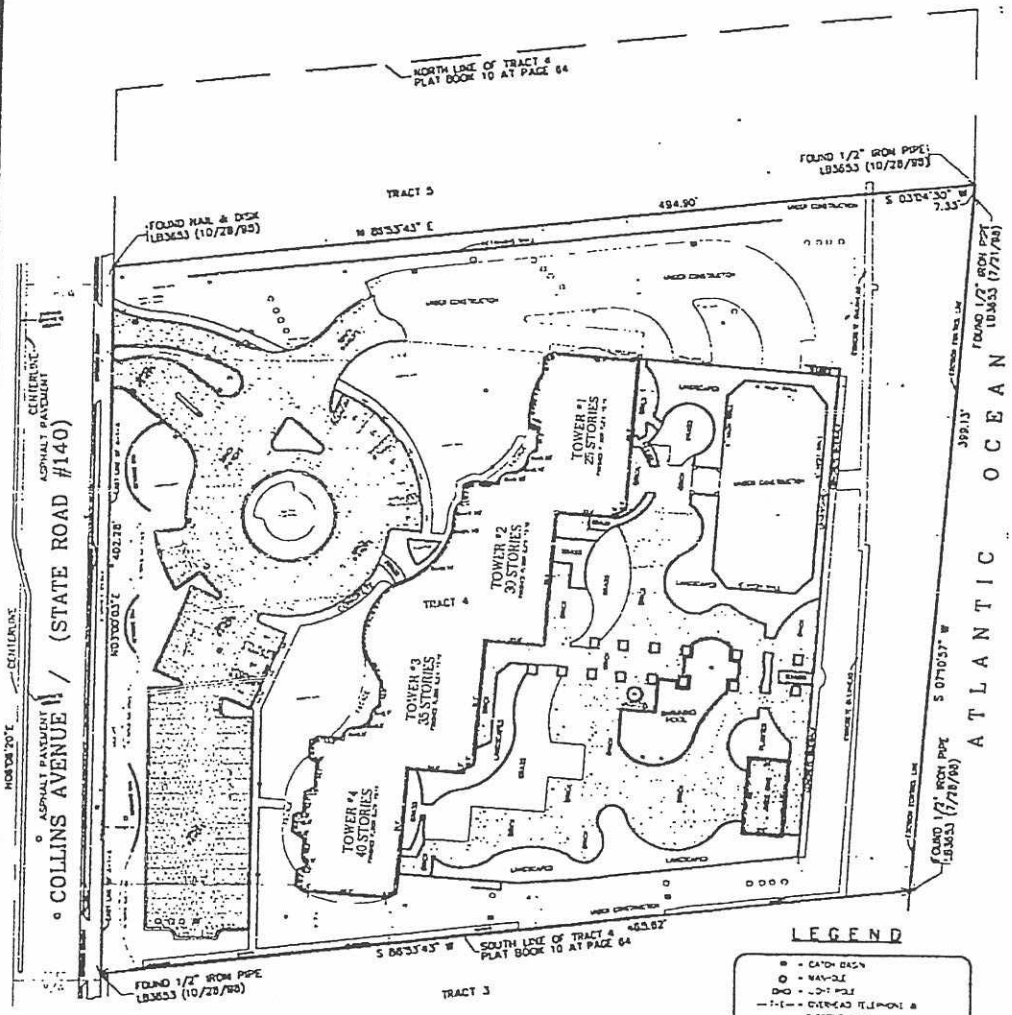
SITE



CLERK NOTE:
FOR DECLARATION OF CONDOMINIUM
SEE OFFICIAL RECORD BK 18337 PG 590

LOCATION SKETCH

THE PINNACLE CONDOMINIUM



LEGEND

- = CATCH BASIN
- = MANHOLE
- = LOT POLE
- (—) = OVERHEAD TELEPHONE & ELECTRIC LINE
- = CLEANOUT
- ⊗ = WATER VALVE
- = COLUMN
- = WOOD UTILITY POLE
- = 6" DIPS
- = 12" CONCRETE & CLUTTER
- = SD
- = DRIVE LINE FENCE
- = MANHOLE
- ⊳ = FIRE HYDRANT
- = WATER METER

- PRM = PERMANENT REFERENCE MONUMENT
- DRB = SPECIAL RECORD BOOK
- PD = PLAT BOOK
- EL = ELEVATION
- = CONCRETE
- = ASPHALT PAVEMENT

Cad No. 980462SUR DWG BY: CAD

SURVEY

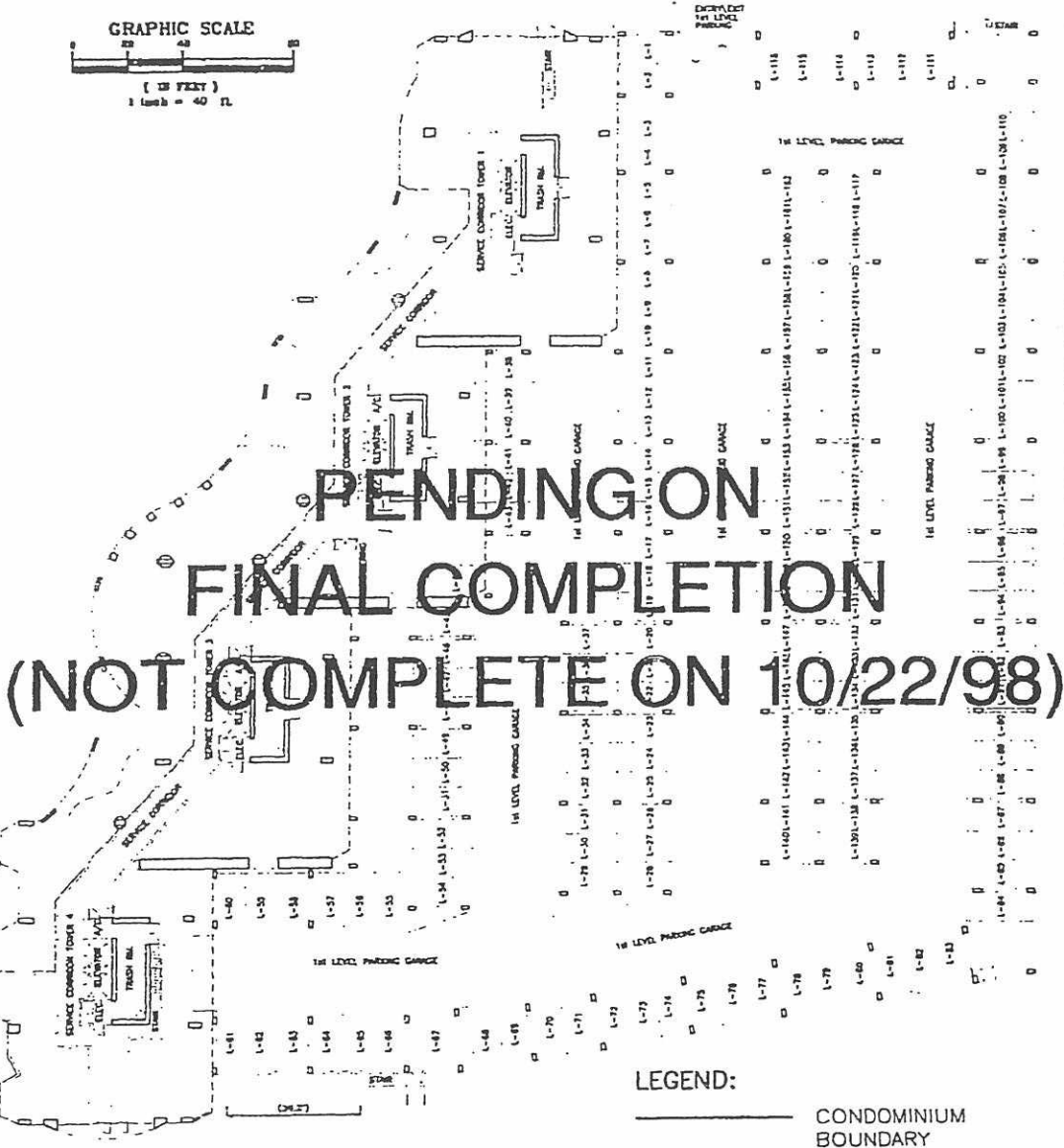
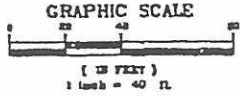
SHEET 4 OF 56

EXHIBIT 2

THE PINNACLE CONDOMINIUM

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed
(9.00') = Indicates Measured Dimension
9.00" = Indicates Dimension per architectural drawings
by THE SEGER ARCHITECTURAL PARTNERSHIP,
9300 Southwest 87th Avenue
Miami, Florida 33176
Ph. 305-274-2702
Job No. 1795, Date Issued: 12/20/96



**PENDING
FINAL COMPLETION
(NOT COMPLETE ON 10/22/98)**

LEGEND:

- _____ CONDOMINIUM BOUNDARY
- _____ COMMON ELEMENT BOUNDARY LINE

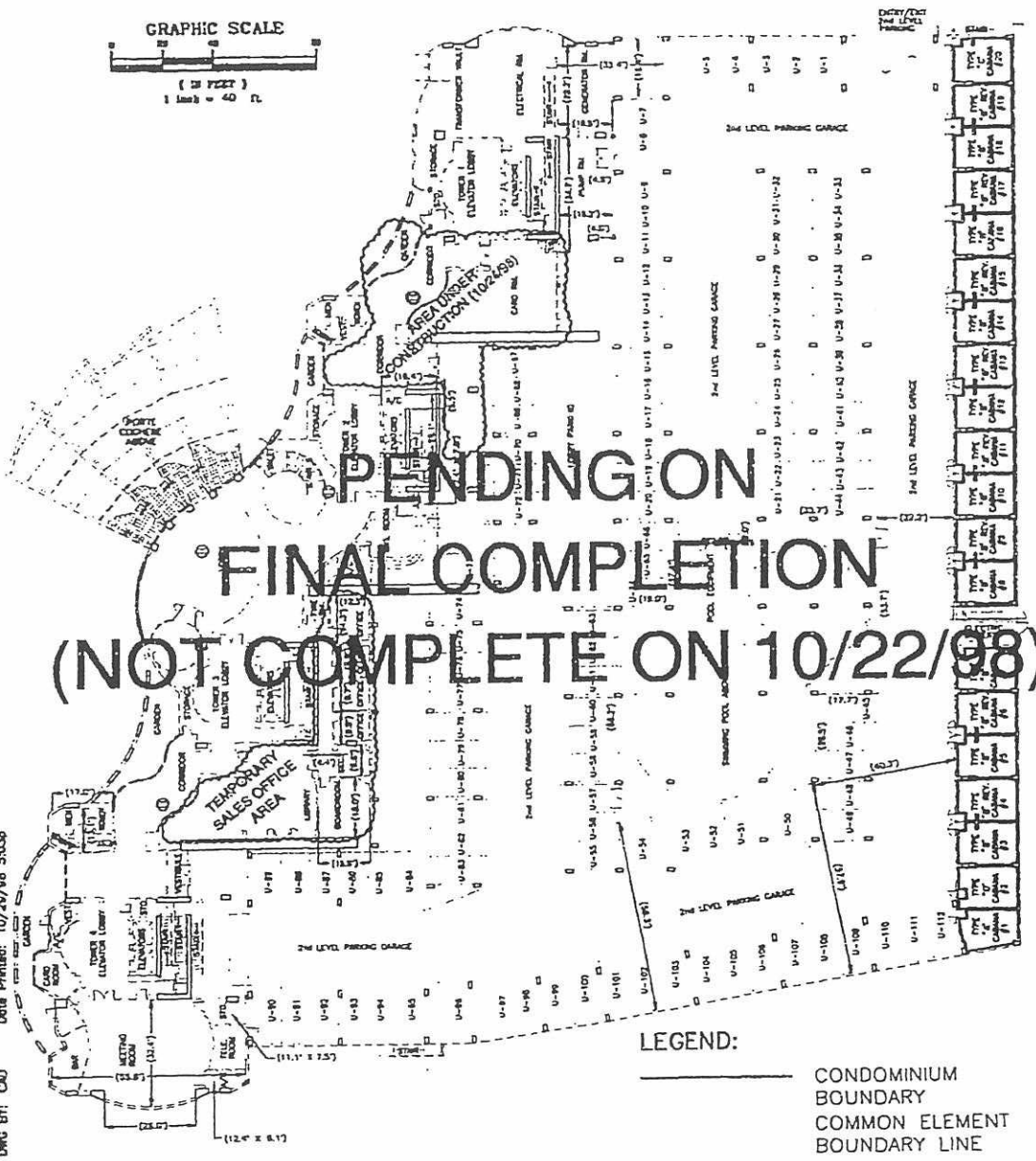
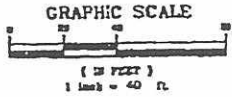
SERVICE LEVEL & GARAGE LEVEL FLOOR PLAN

Cod No. 98046252 DWG BY: CJD Date Printed: 10/29/98 5:03p

THE PINNACLE CONDOMINIUM

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.
(9.00') = Indicates Measured Dimension
9.00' = Indicates Dimension per architectural drawings
by THE SIEGER ARCHITECTURAL PARTNERSHIP,
9300 Southwest 87th Avenue
Miami, Florida 33176
Ph. 305-274-2702
Job No. 1795, Date issued: 12/20/95



LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE

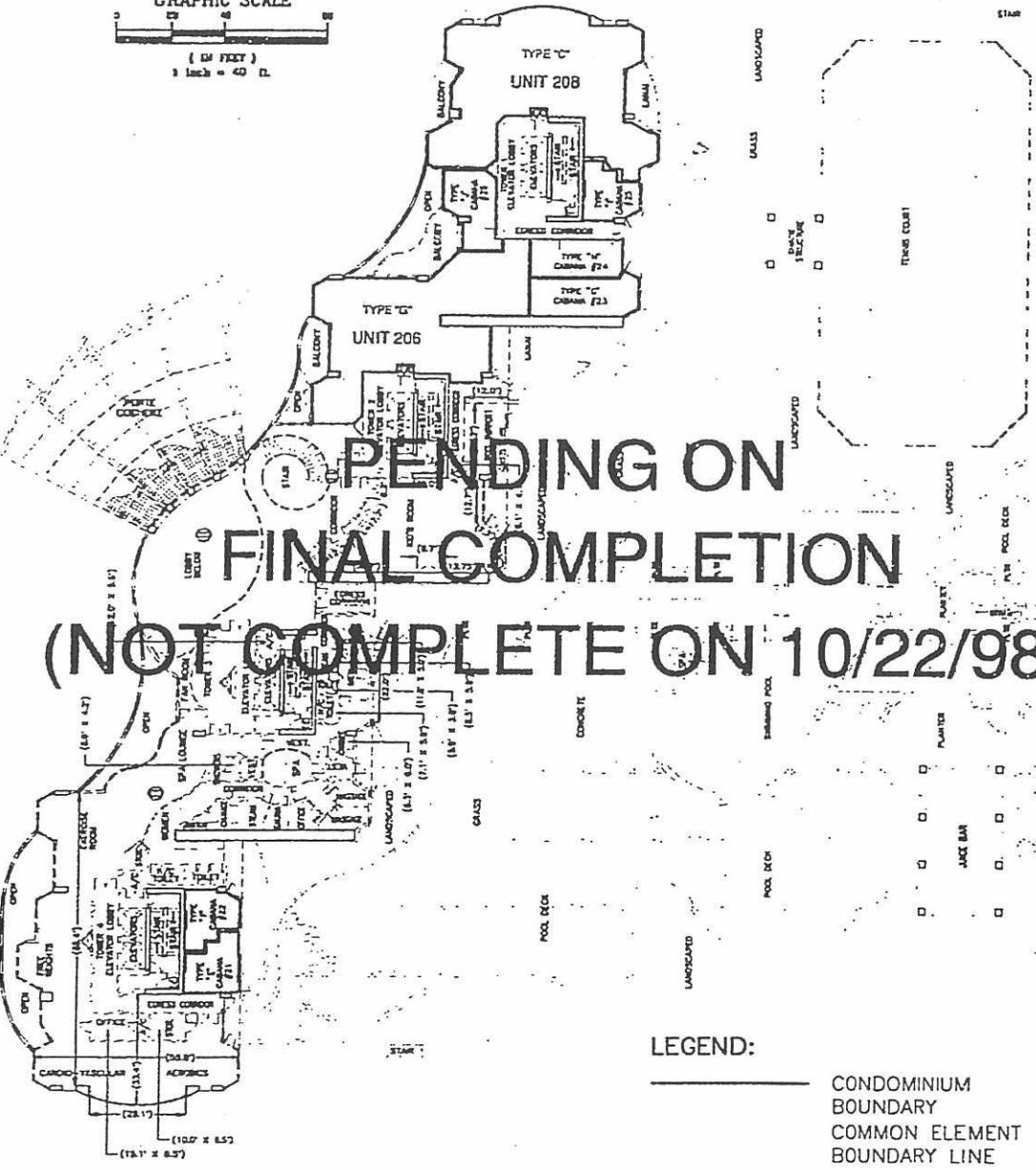
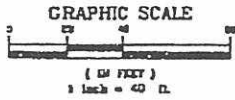
LOBBY LEVEL & GARAGE LEVEL FLOOR PLAN

Cod No. 98048252 DWG BY: CAD Date Printed: 10/20/98 3:03p

THE PINNACLE CONDOMINIUM

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.
(9.00') = Indicates Measured Dimension
9.00' = Indicates Dimension per architectural drawings
by THE SIEGER ARCHITECTURAL PARTNERSHIP,
9300 Southwest 87th Avenue
Miami, Florida 33176
Ph. 305-274-2702
Job No. 1795, Date issued: 12/20/96



PENDING ON
FINAL COMPLETION
(NOT COMPLETE ON 10/22/98)

LEGEND:

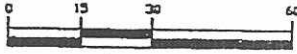
- _____ CONDOMINIUM BOUNDARY
- _____ BOUNDARY
- _____ COMMON ELEMENT BOUNDARY LINE

MEZZANINE LEVEL FLOOR PLAN

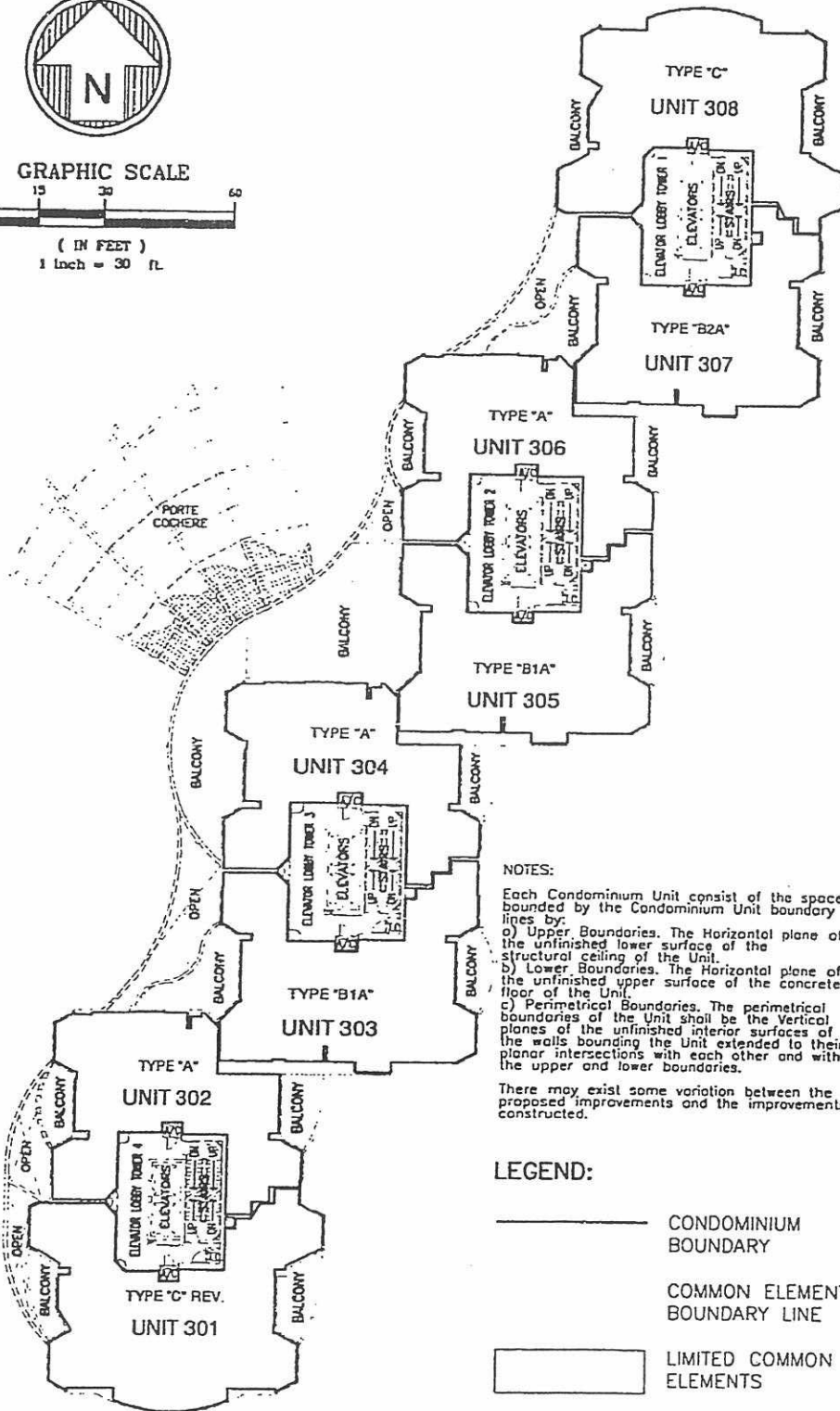
THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.





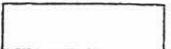
NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

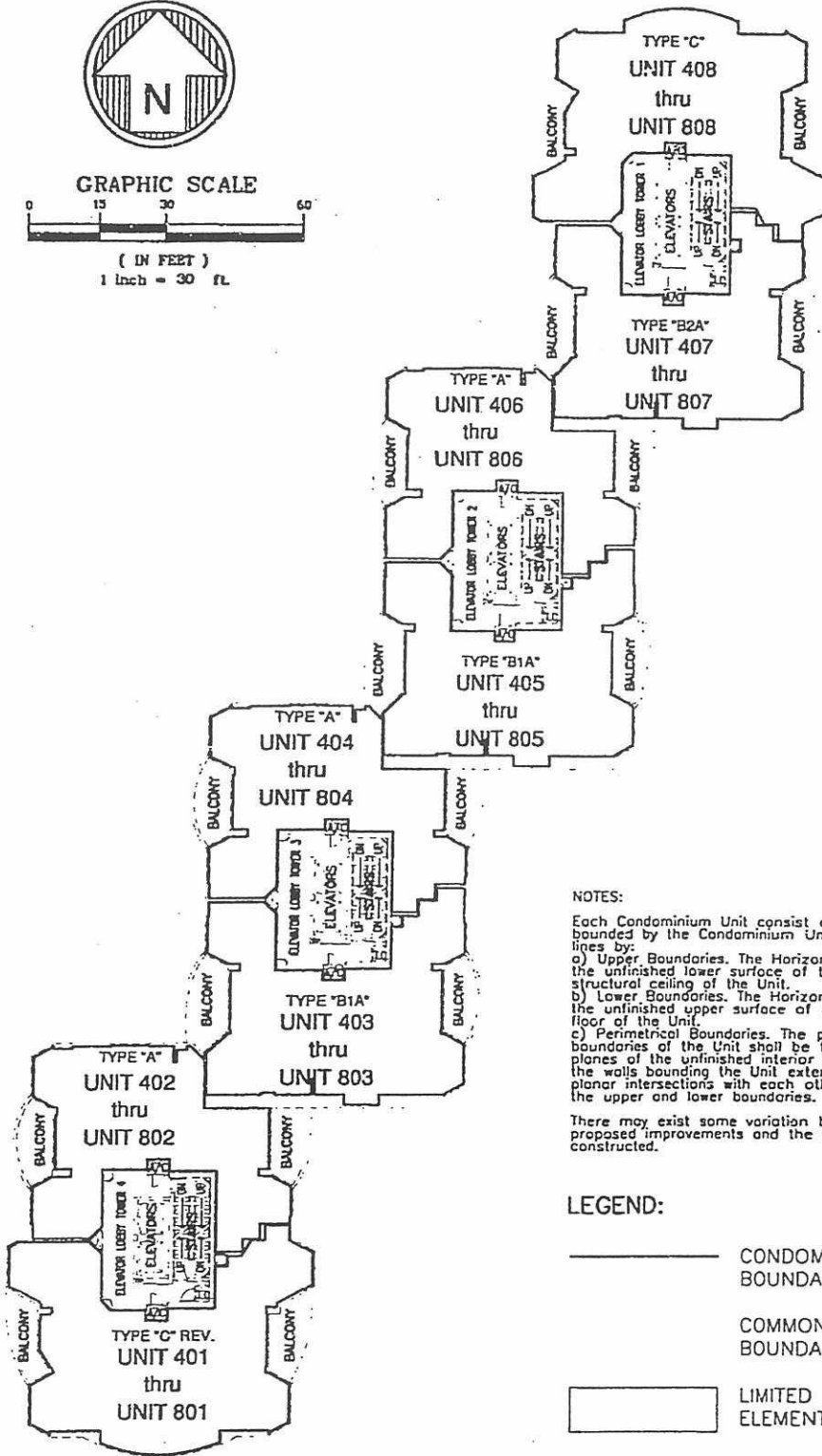
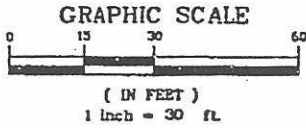
There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

-  CONDOMINIUM BOUNDARY
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS

3rd LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

4th thru 8th LEVEL FLOOR PLAN

Cud No. 920482-f DWG BY: CAO Date Printed: 10/29/88 4:03p

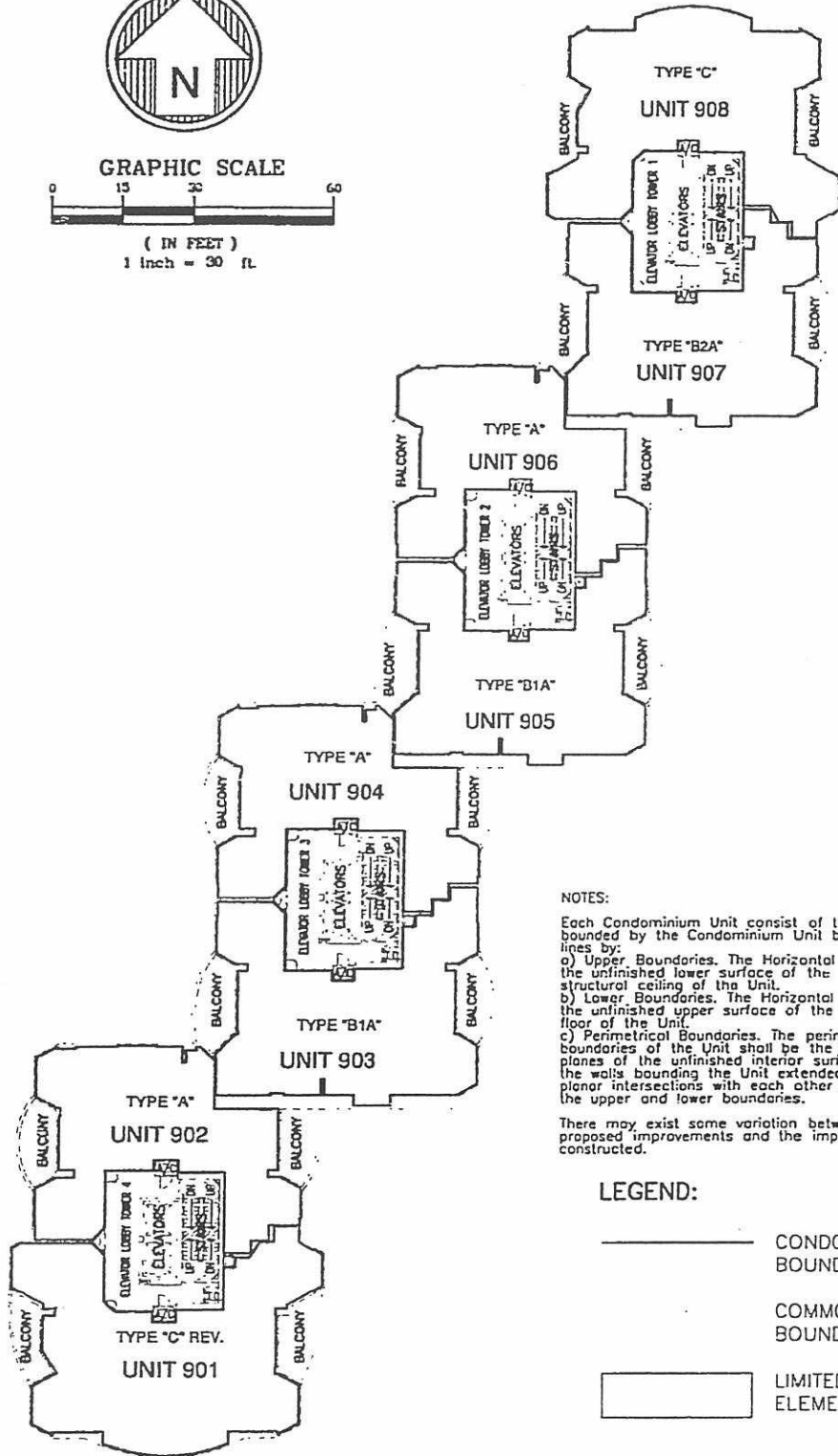
THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planor intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

9th LEVEL FLOOR PLAN

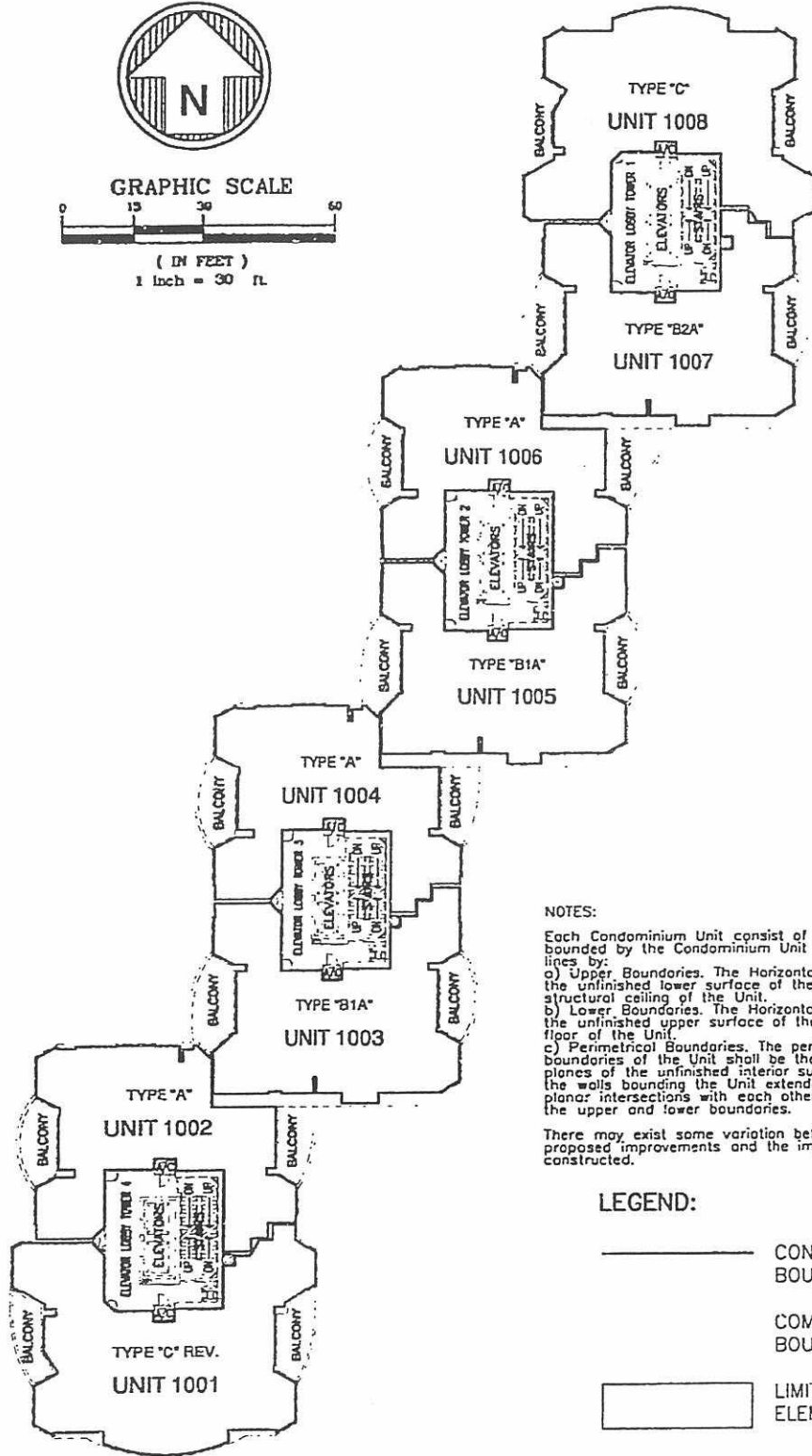
THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.






NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

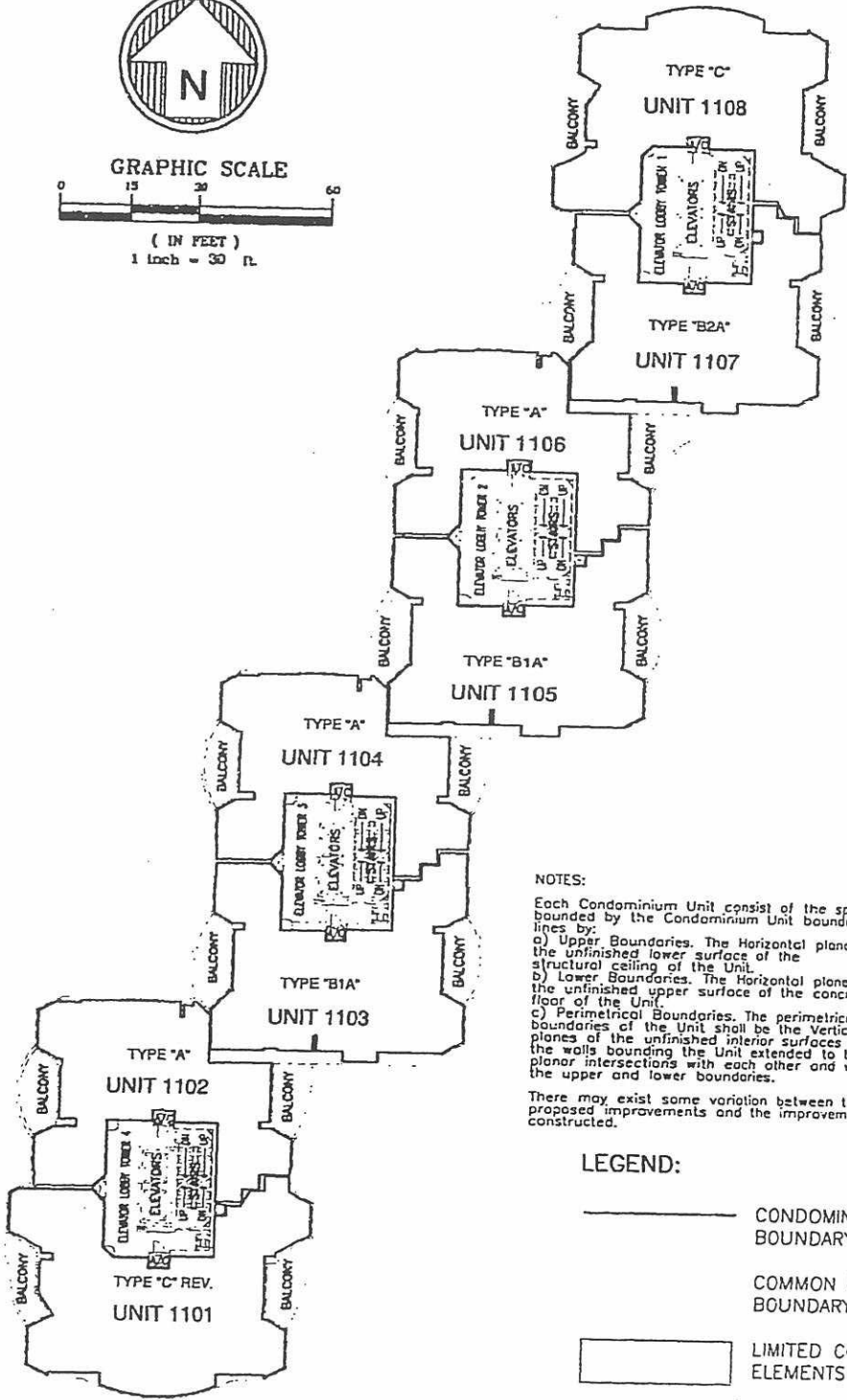
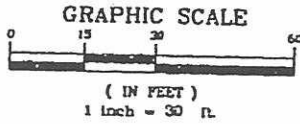
There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

-  CONDOMINIUM BOUNDARY
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS

10th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

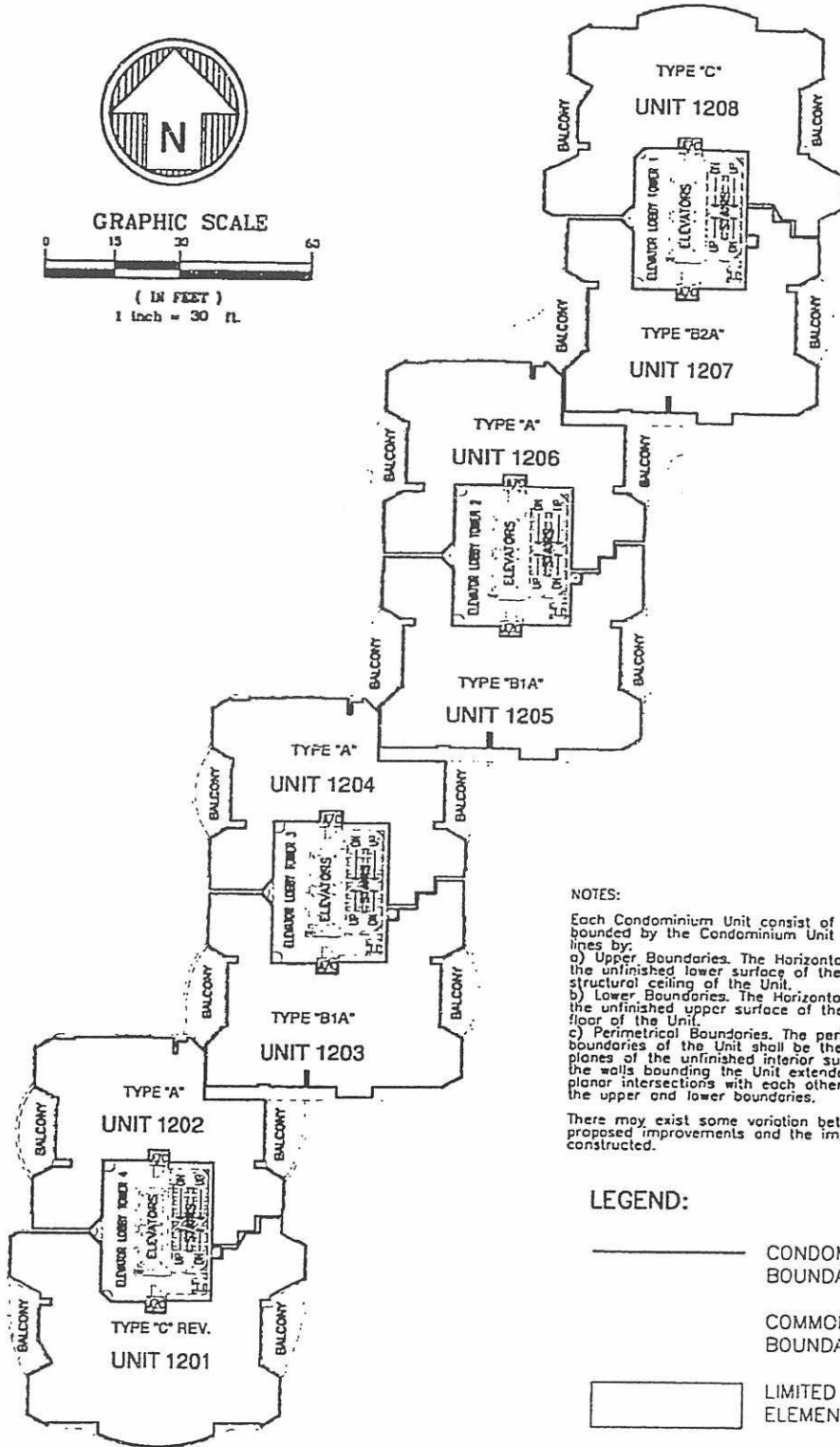
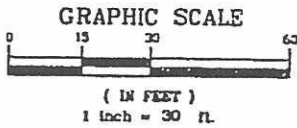
There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

11th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

12th LEVEL FLOOR PLAN

(NOTE: THERE IS NO THIRTEENTH LEVEL)

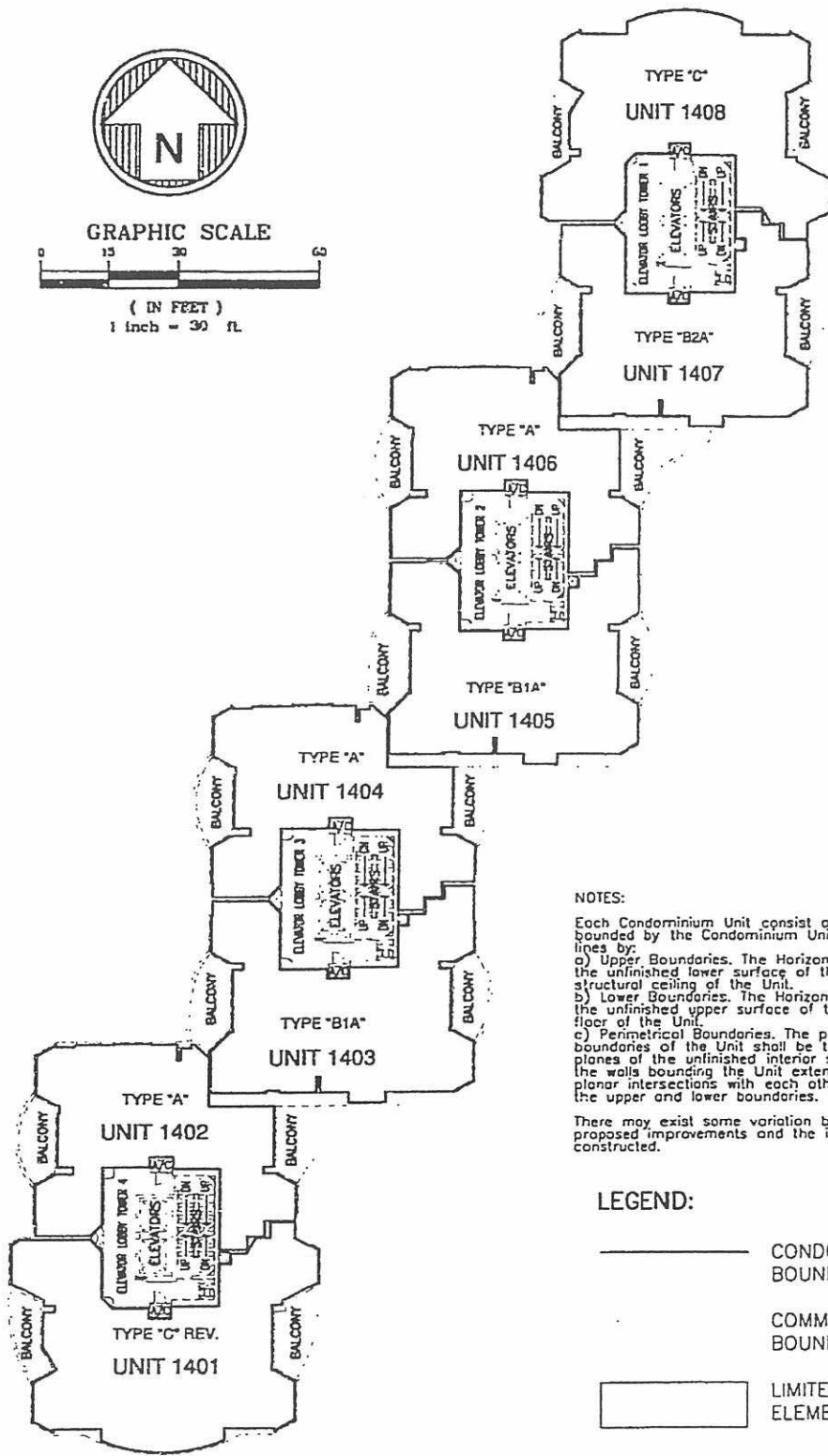
THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

14th LEVEL FLOOR PLAN

(NOTE: THERE IS NO THIRTEENTH LEVEL)

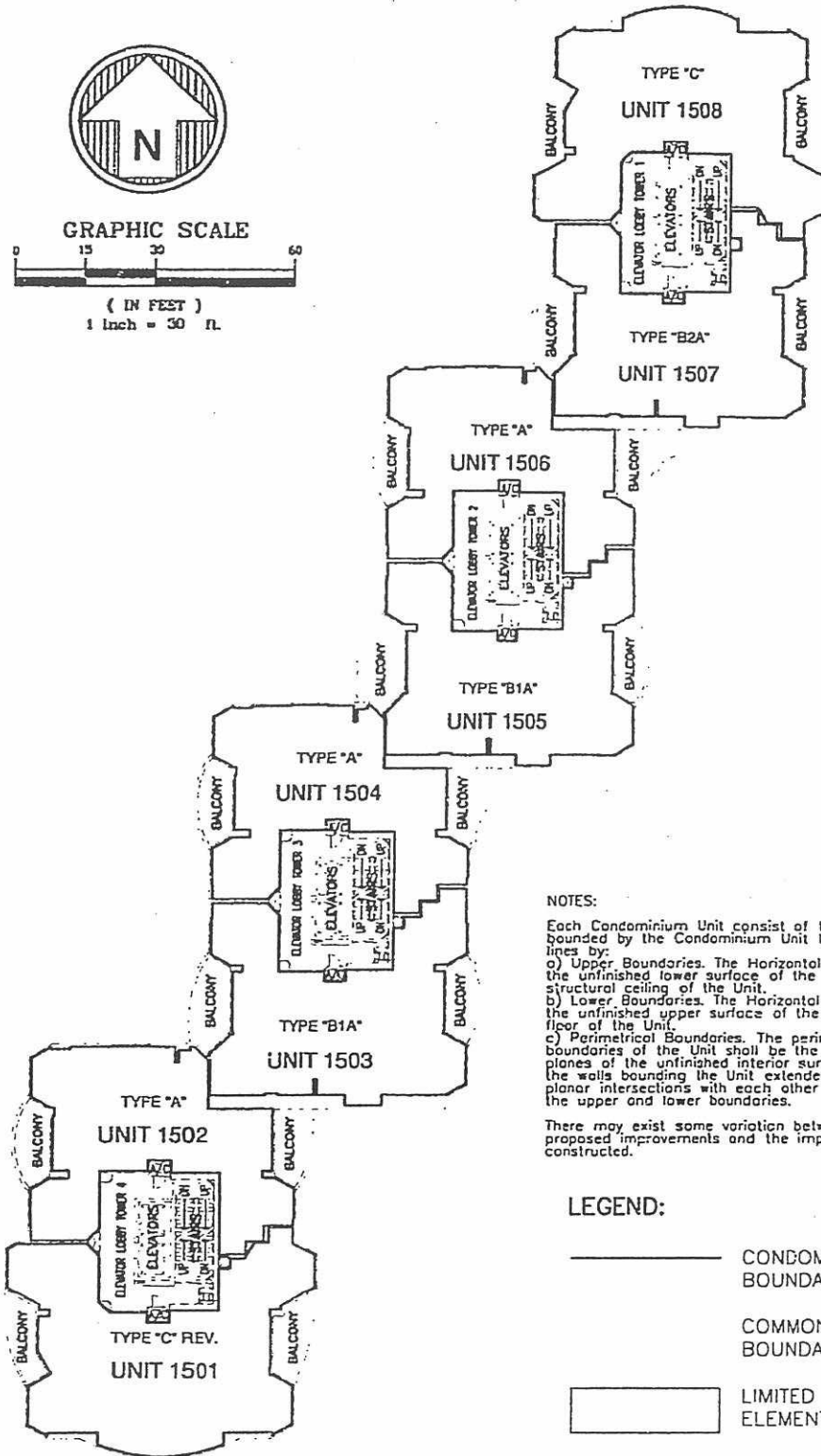
THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

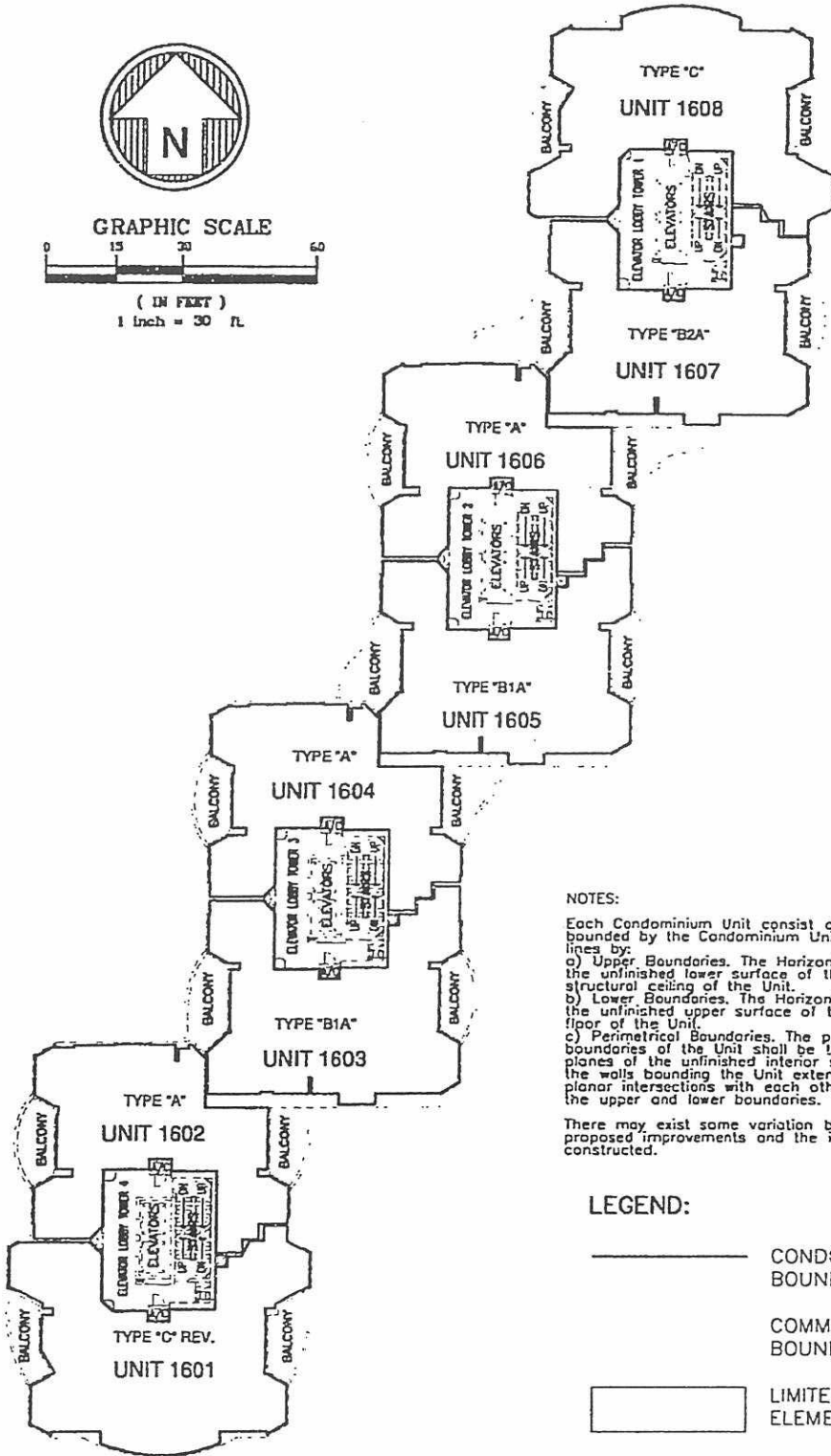
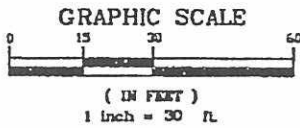
There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

15th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

16th LEVEL FLOOR PLAN

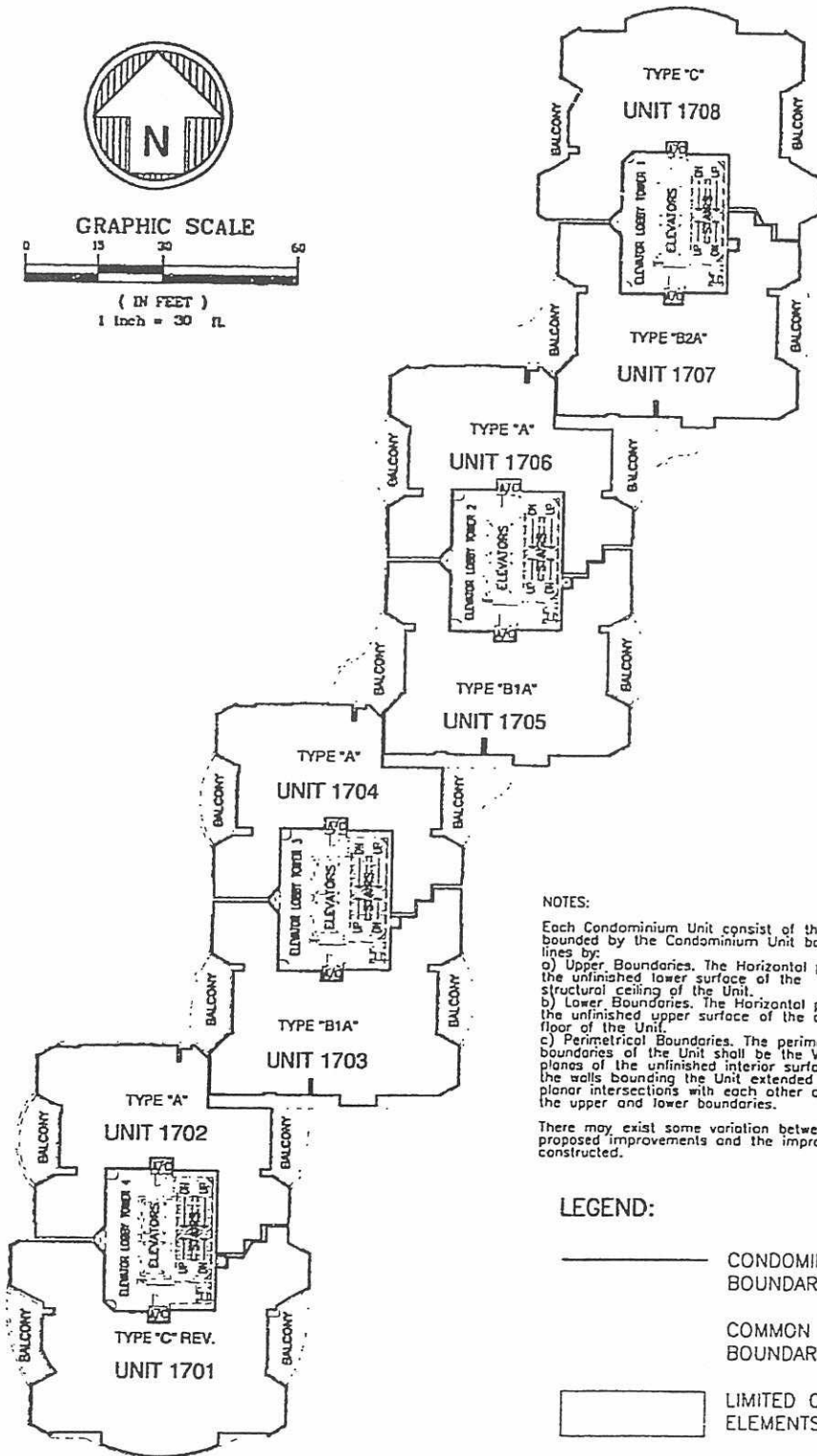
THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- - - - - COMMON ELEMENT BOUNDARY LINE
- ▭ LIMITED COMMON ELEMENTS

17th LEVEL FLOOR PLAN

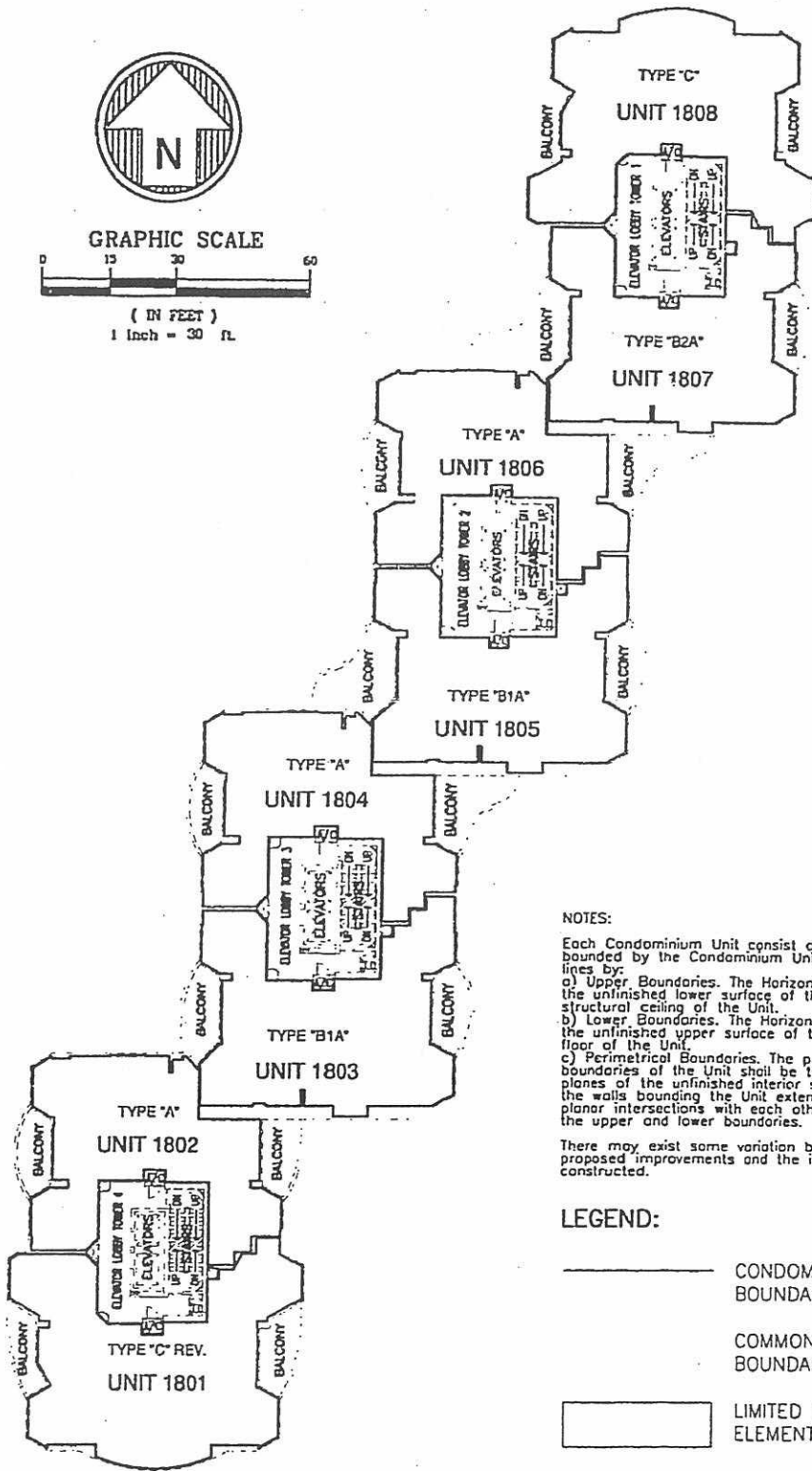
THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



(IN FEET)
1 Inch = 30 ft.






NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

-  CONDOMINIUM BOUNDARY
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS

18th LEVEL FLOOR PLAN

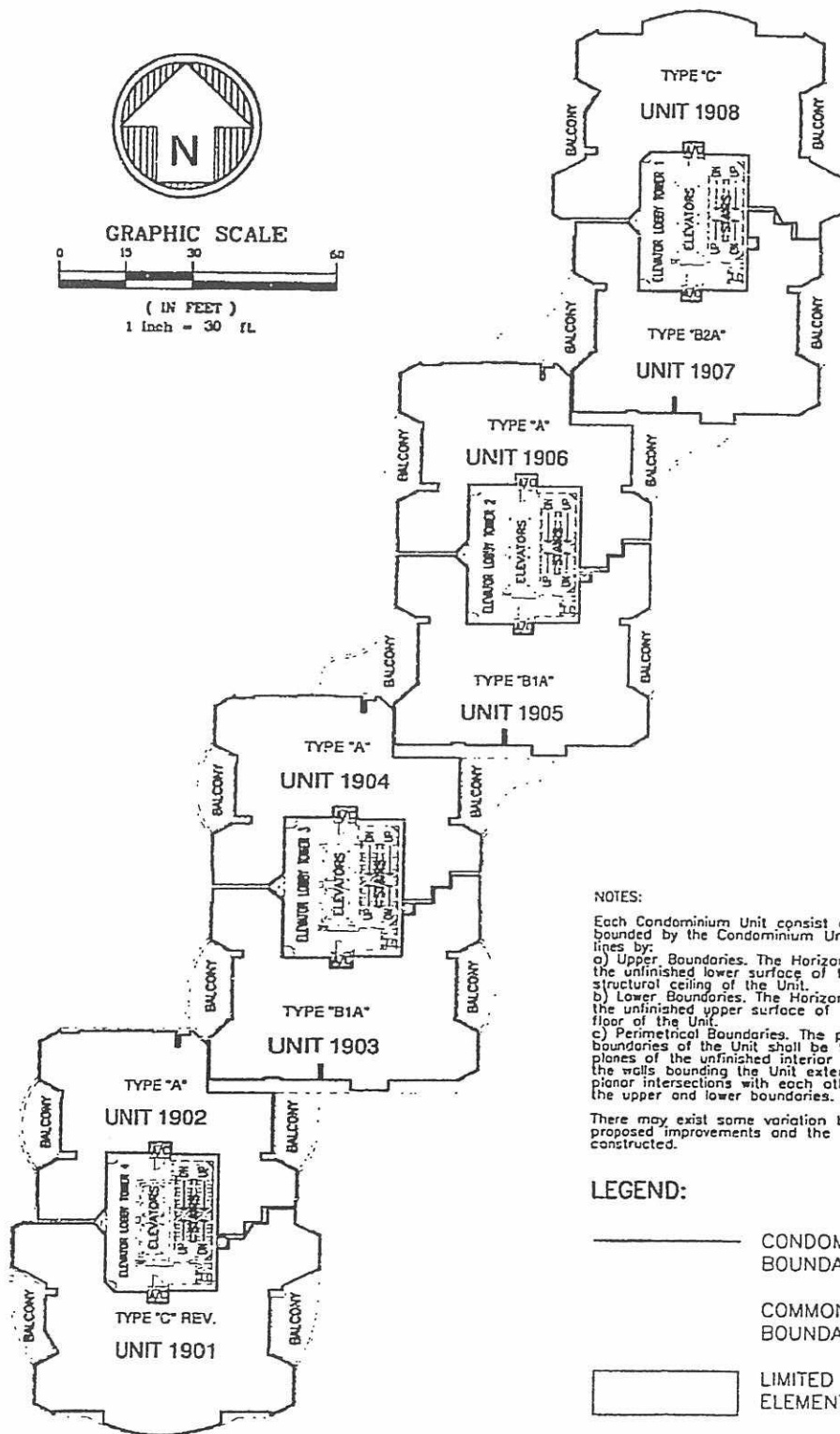
THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



(IN FEET)
1 Inch = 30 ft



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

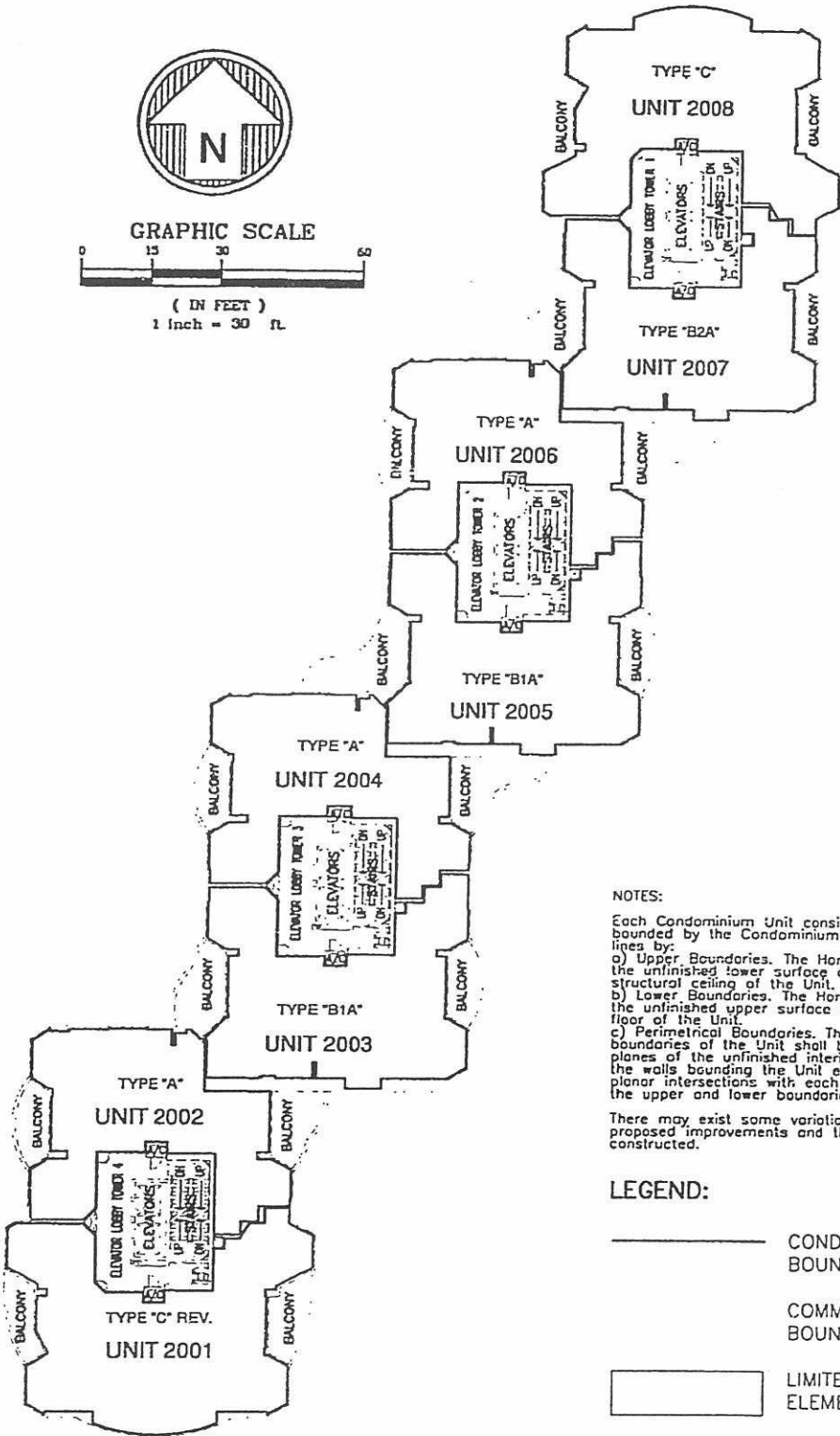
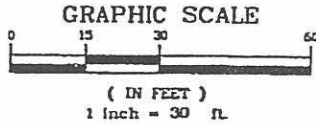
There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

19th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

20th LEVEL FLOOR PLAN

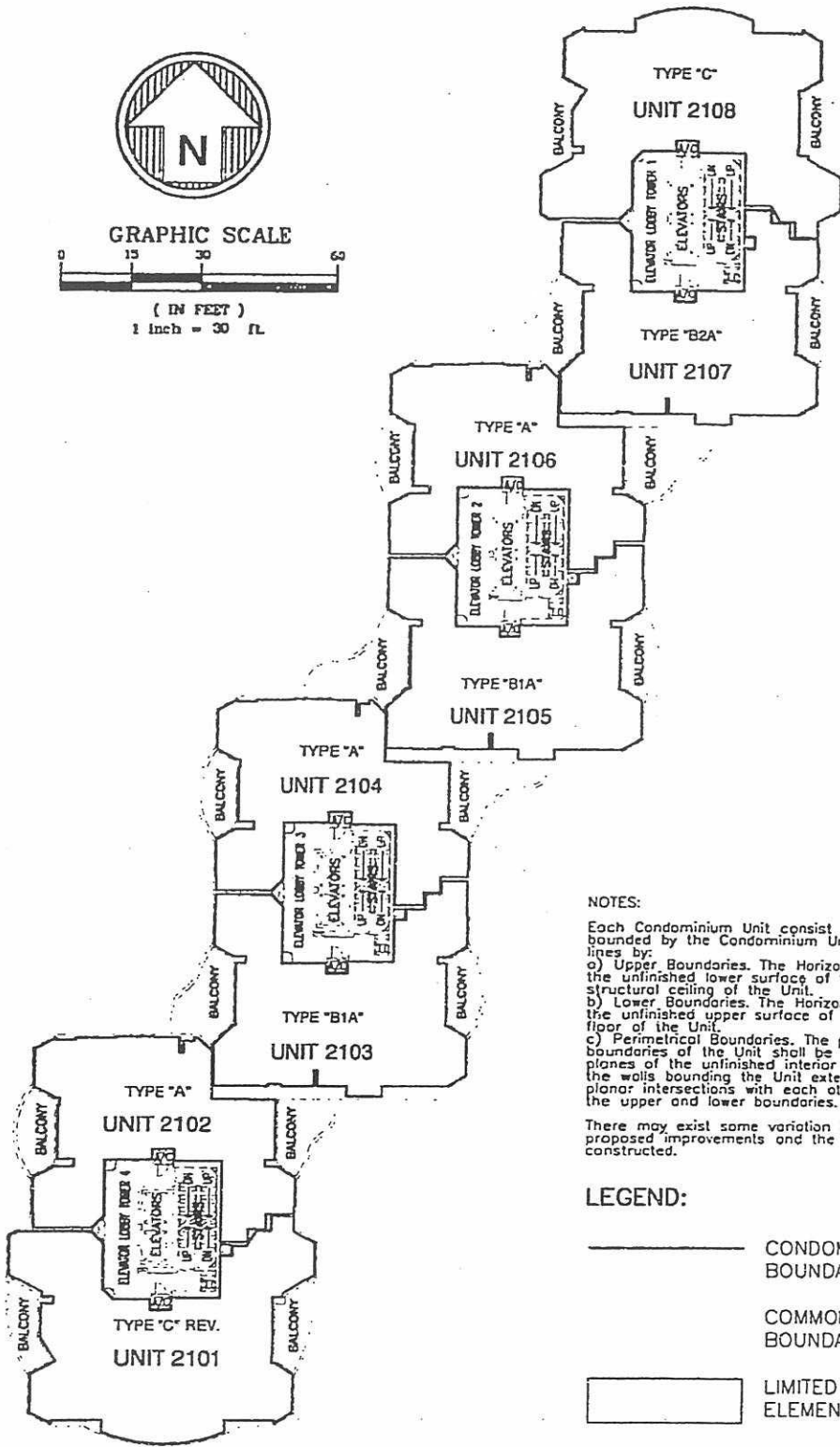
THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

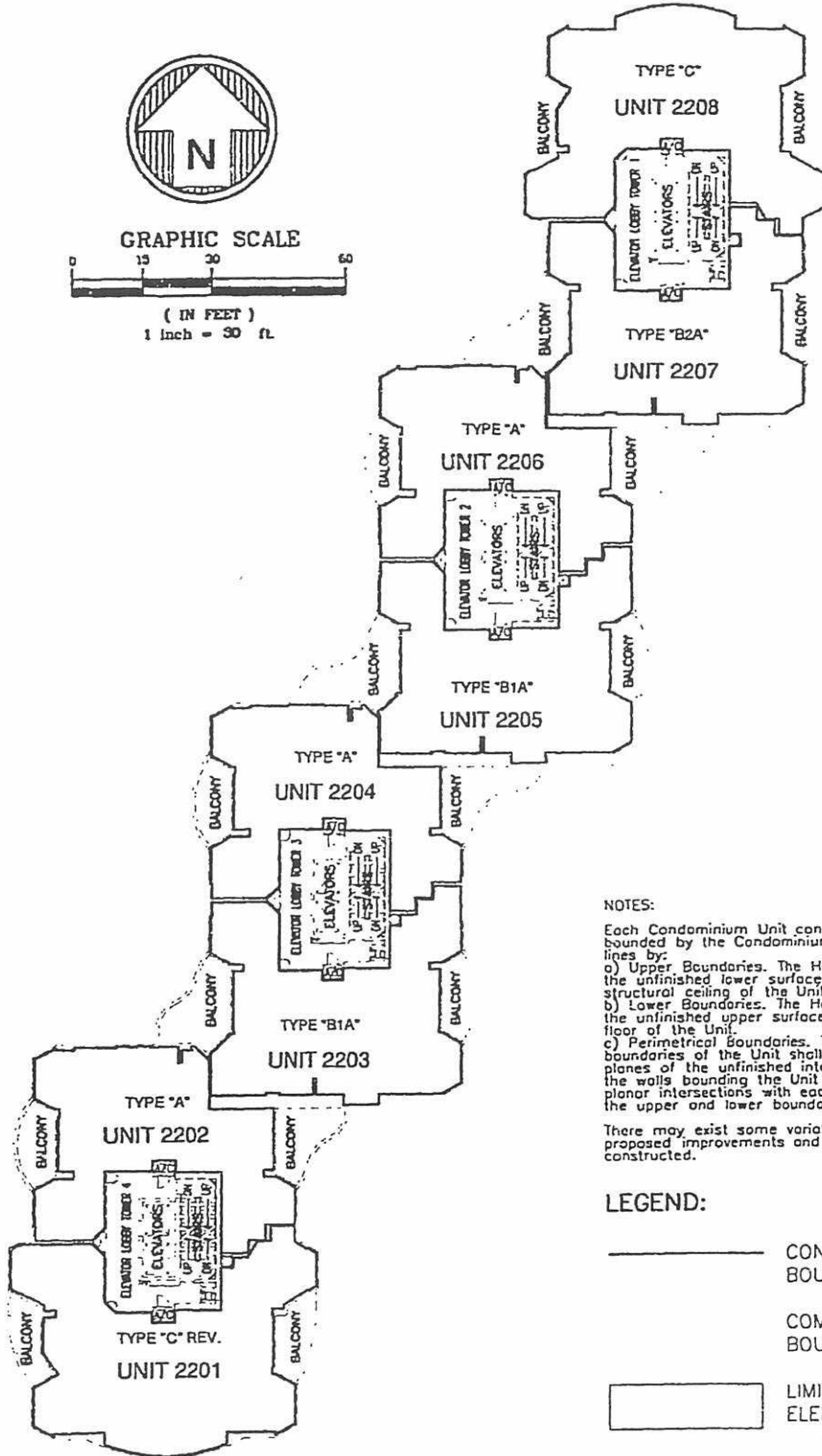
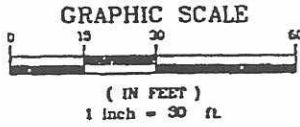
There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

21st LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

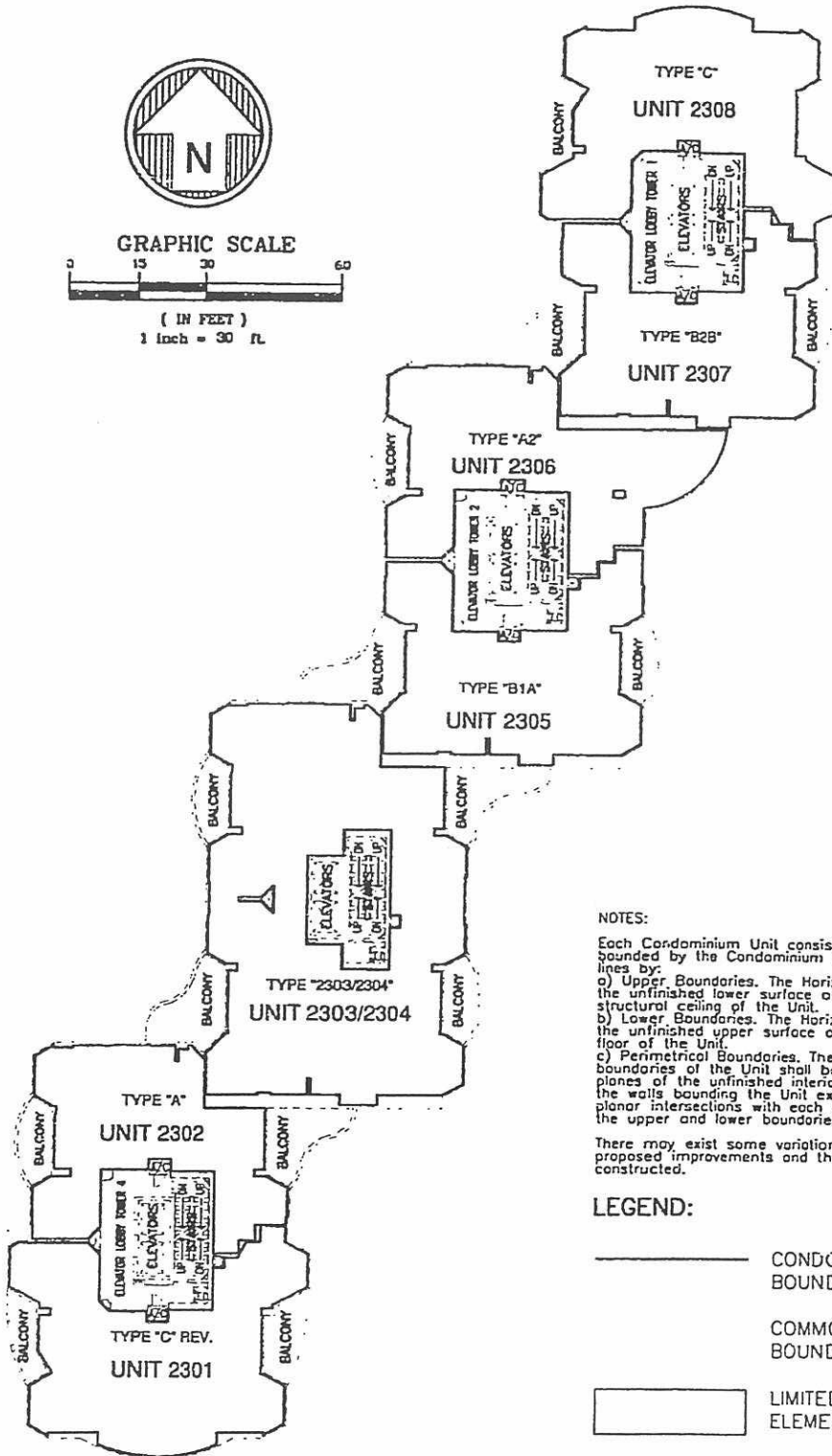
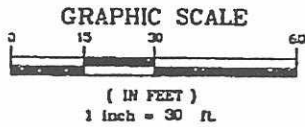
There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

22nd LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM





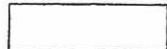
NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

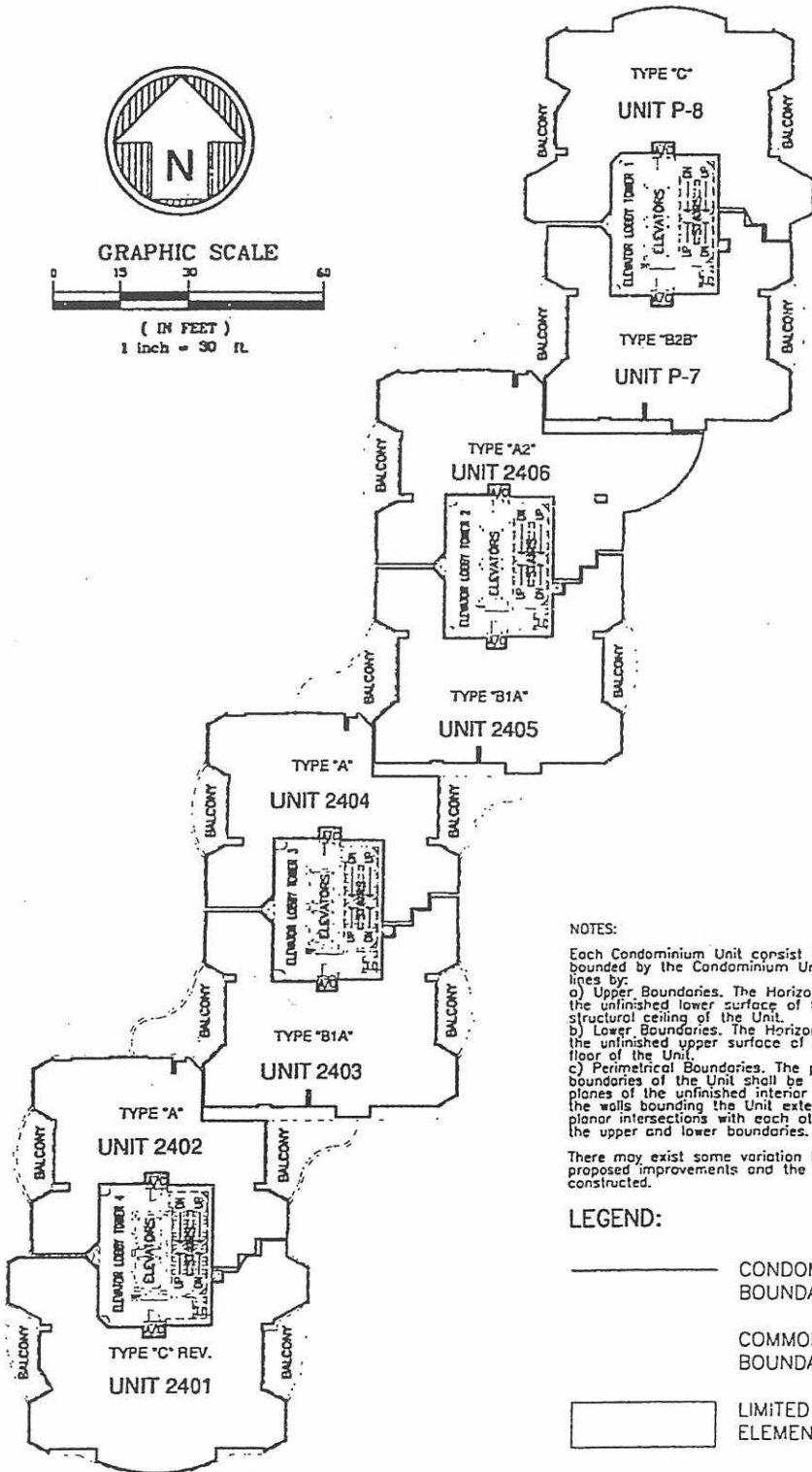
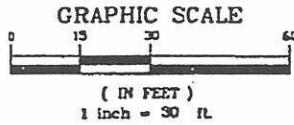
There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

-  CONDOMINIUM BOUNDARY
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS

23rd LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

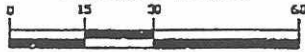
- CONDOMINIUM BOUNDARY
- - - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

24th LEVEL FLOOR PLAN

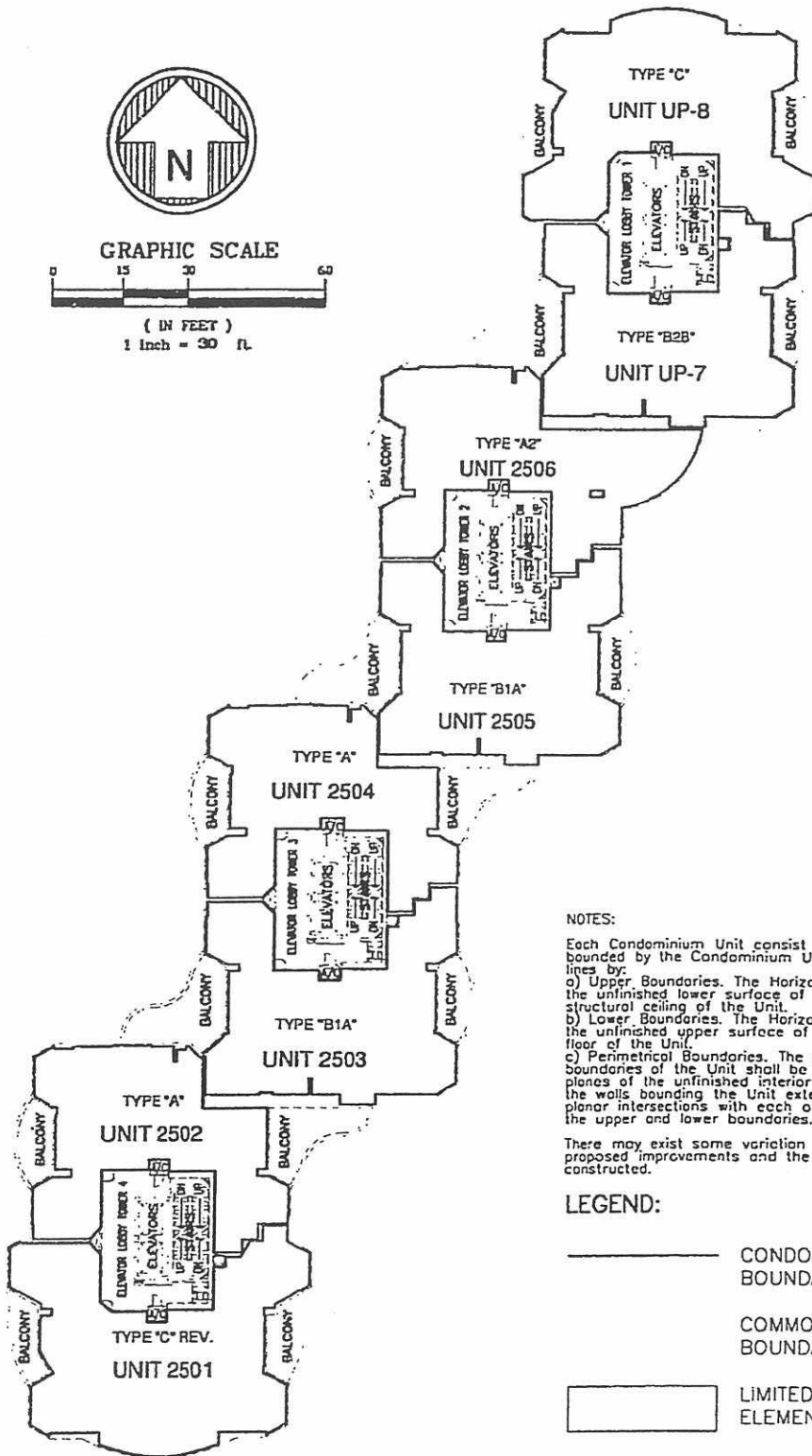
THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



(IN FEET)
1 Inch = 30 Ft.



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

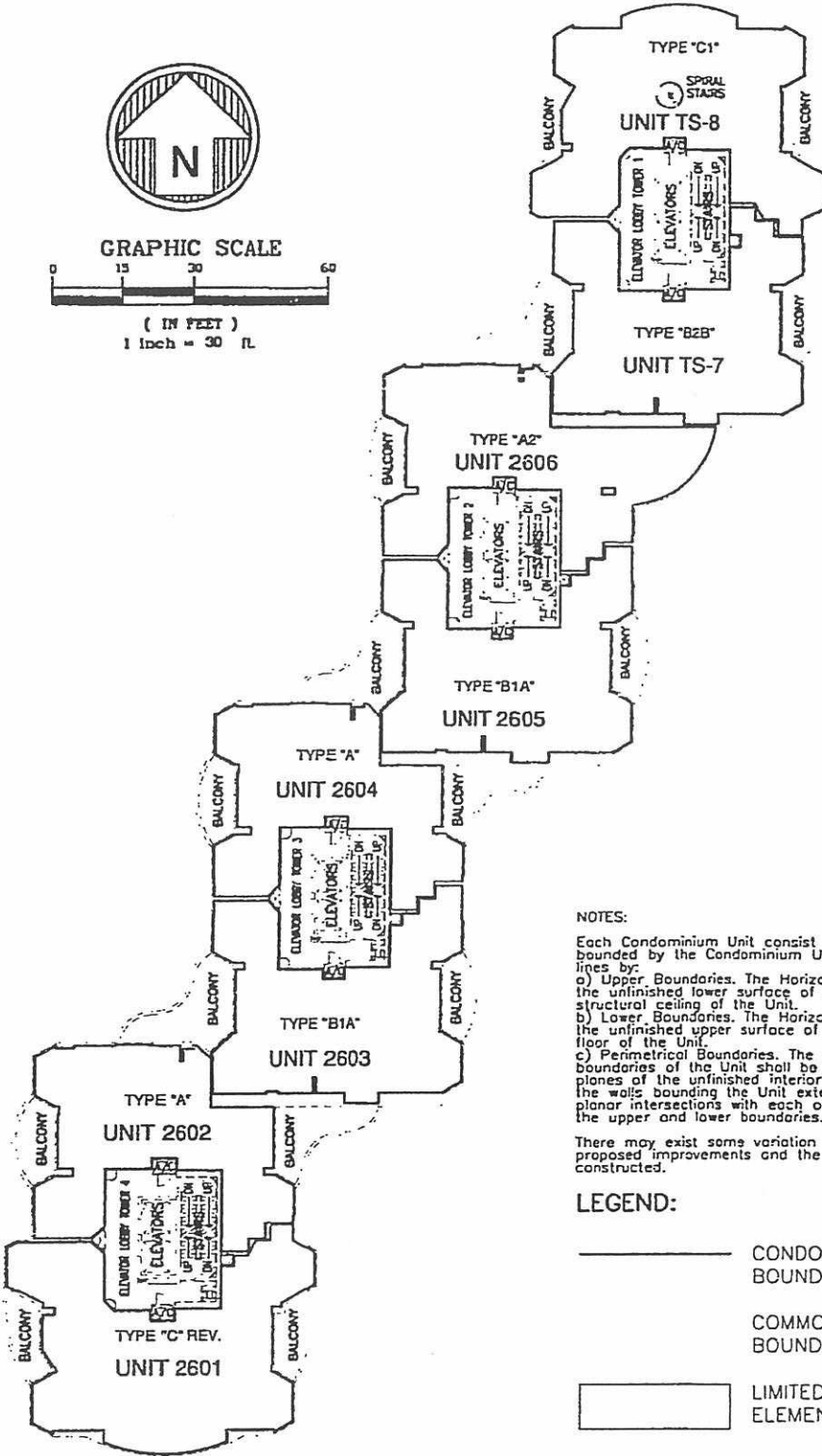
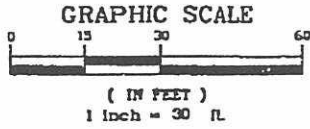
There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

25th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

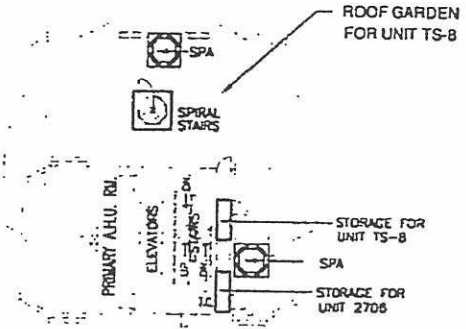
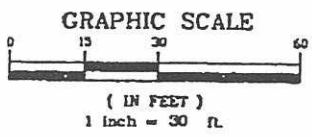
There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

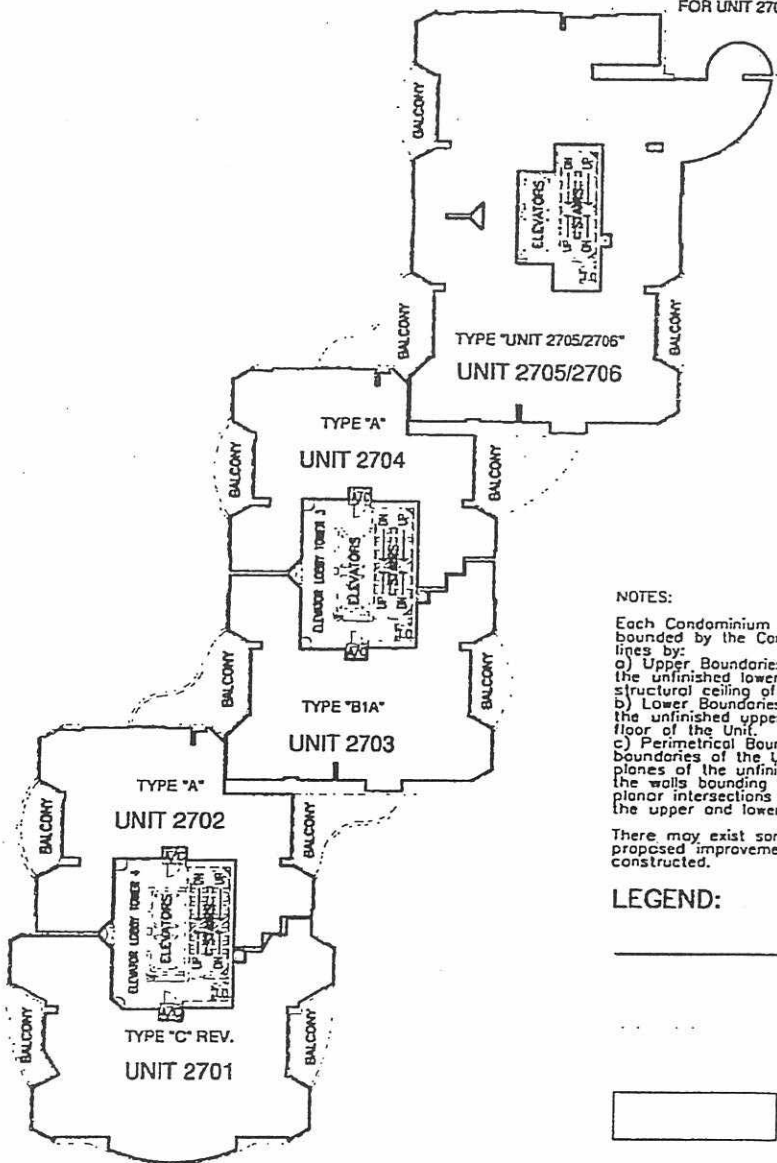
- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

26th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



ROOF GARDEN FOR UNIT 2705/2706



NOTES:
Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:
a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
There may exist some variation between the proposed improvements and the improvements as constructed.

- LEGEND:
- CONDOMINIUM BOUNDARY
 - COMMON ELEMENT BOUNDARY LINE
 - LIMITED COMMON ELEMENTS

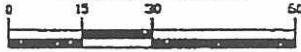
27th LEVEL FLOOR PLAN

Cod No. 98040273 DWG BY: CAD Date Printed: 10/29/98 5:03p

THE PINNACLE CONDOMINIUM

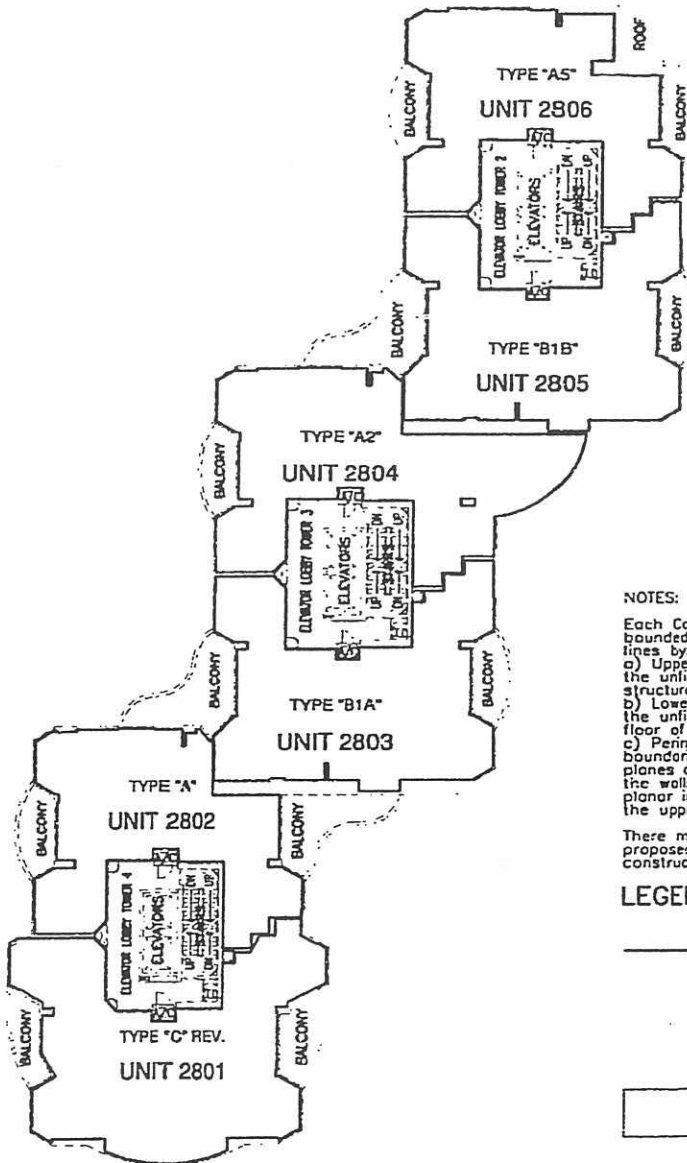
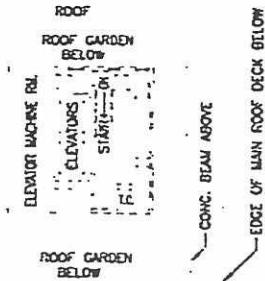


GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

TOWER 1
MECHANICAL LEVEL



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- - - - - COMMON ELEMENT BOUNDARY LINE
- ▭ LIMITED COMMON ELEMENTS

28th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



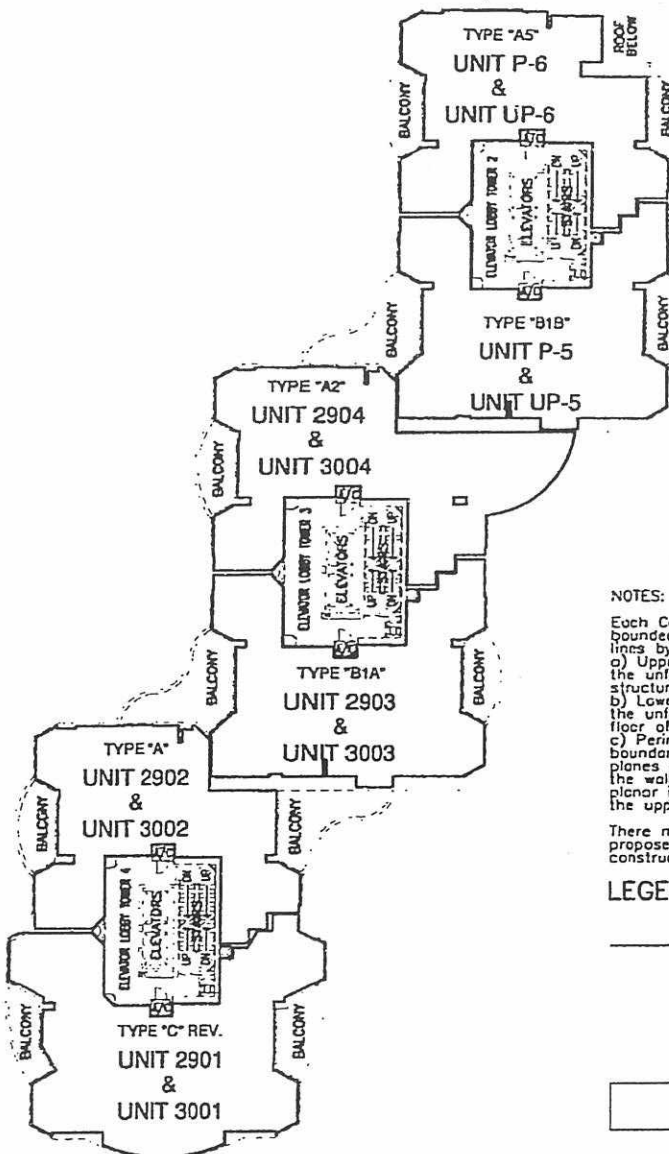
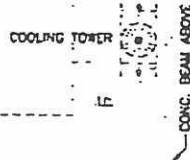
GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

TOWER 1
COOLING TOWER LEVEL

ROOF
BELOW



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

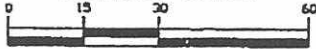
- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

29th AND 30th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



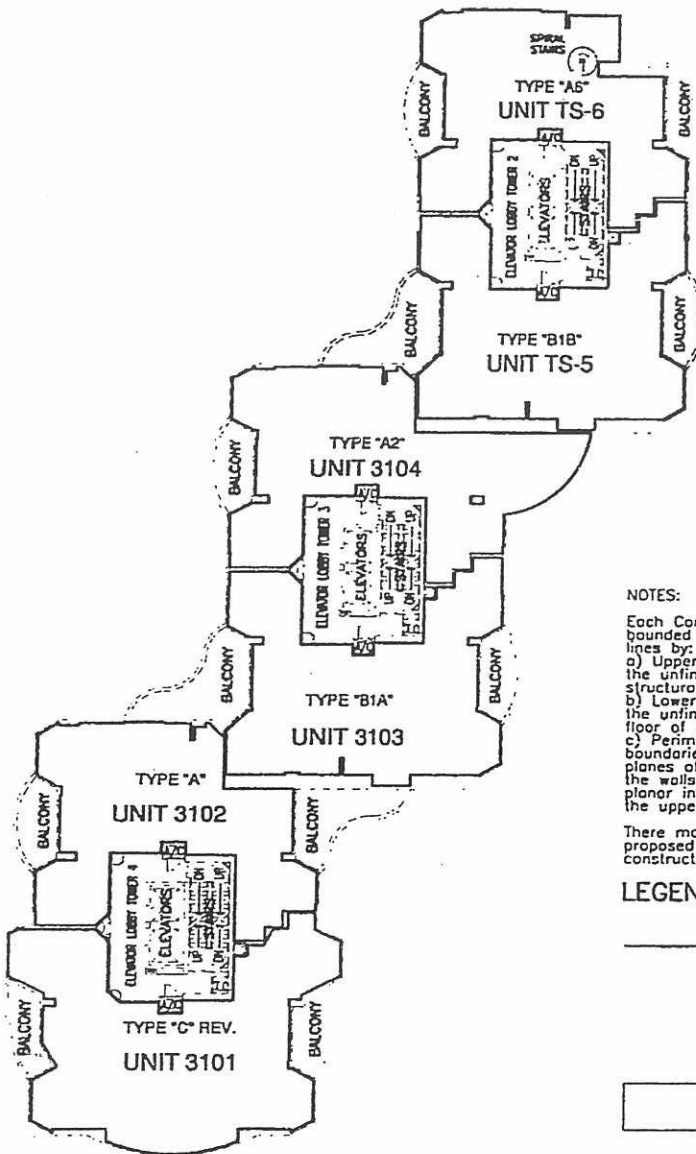
GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

TOWER 1

COOLING TOWER BELOW



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

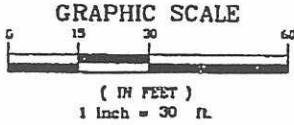
There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

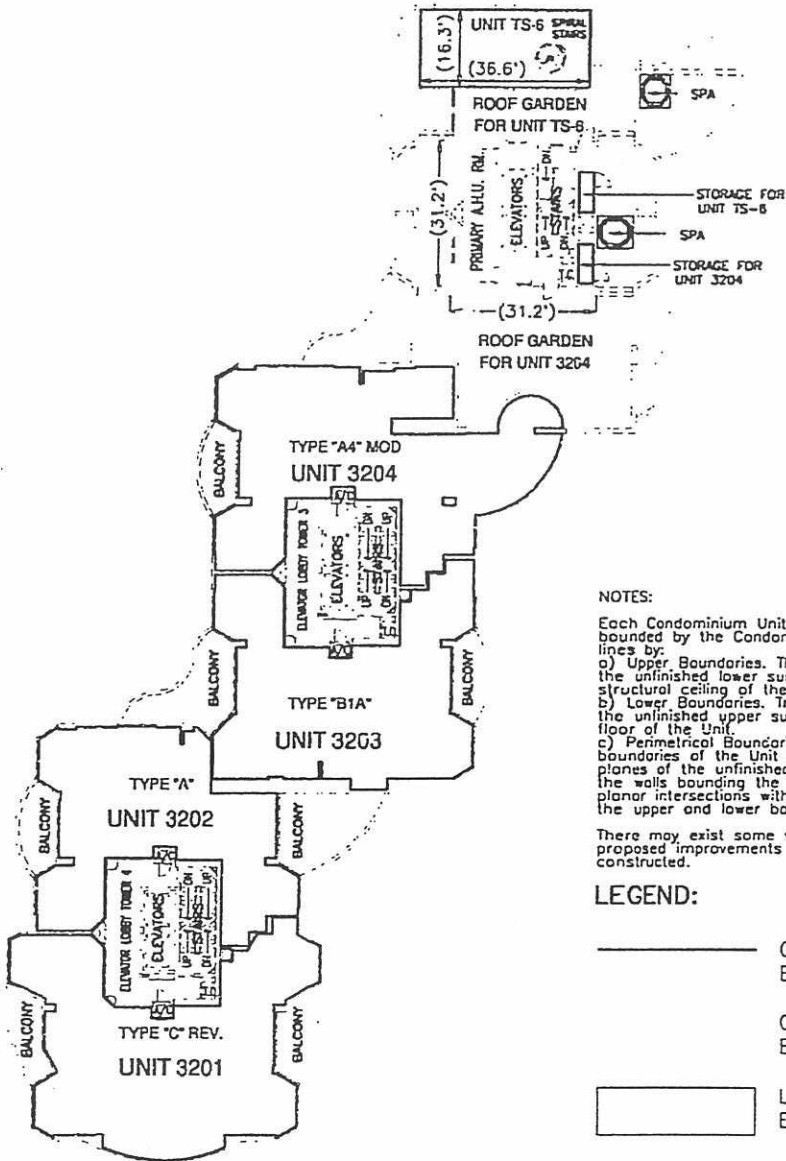
- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

31st LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



TOWER 1



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

32nd LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



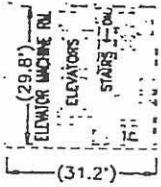
GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

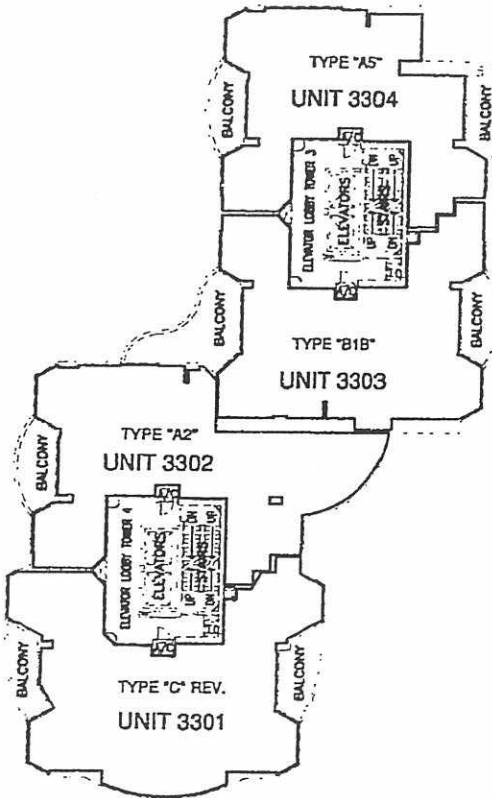
TOWER 1

TOWER 2
MECHANICAL LEVEL



CONC. BEAM ABOVE
EDGE OF MAIN ROOF DECK BELOW

ROOF GARDEN
BELOW



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

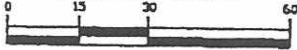
- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

33rd LEVEL FLOOR PLAN

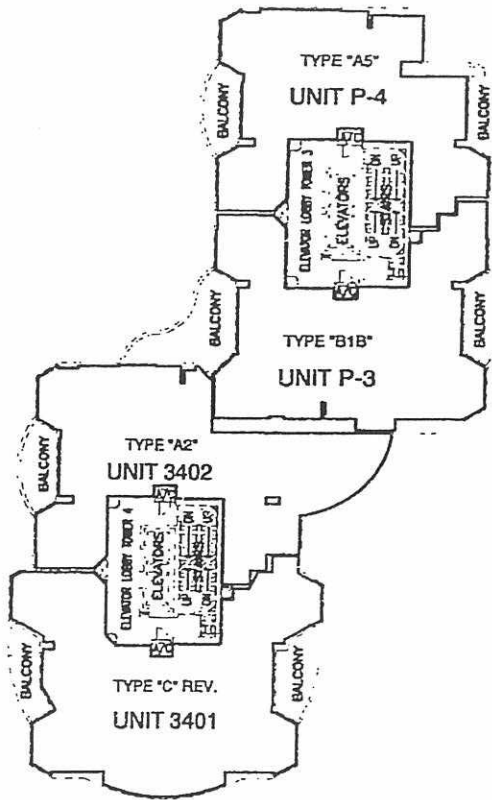
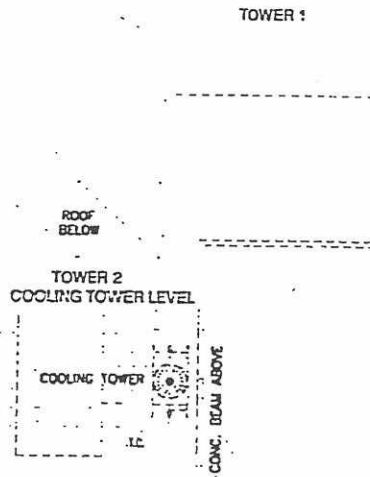
THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



(IN FEET)
1 Inch = 30 ft.



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:
 a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
 b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
 c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
 There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

34th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



GRAPHIC SCALE

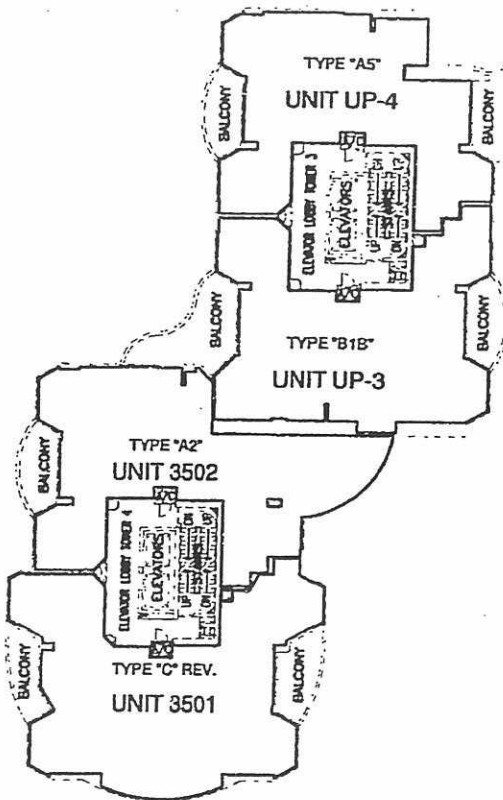


(IN FEET)
1 inch = 30 ft.

TOWER 1

TOWER 2

COOLING TOWER
BELOW



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

35th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



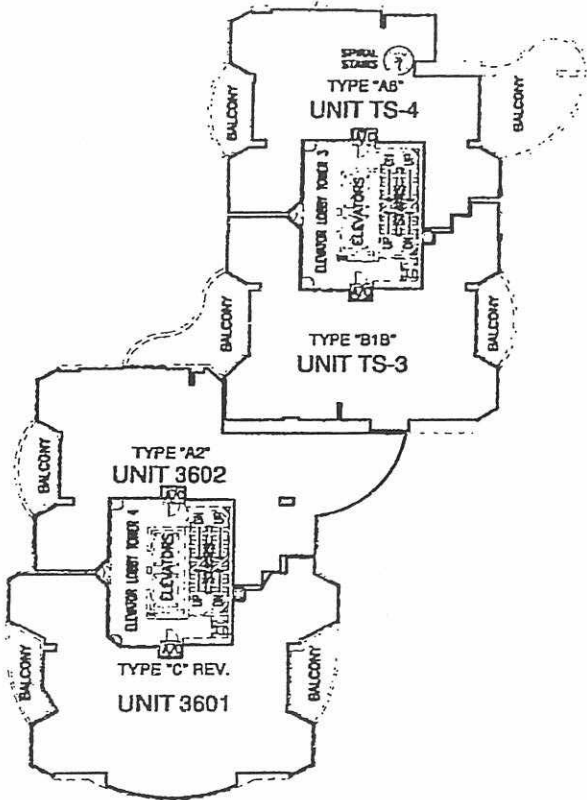
GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

TOWER 1

TOWER 2



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

36th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



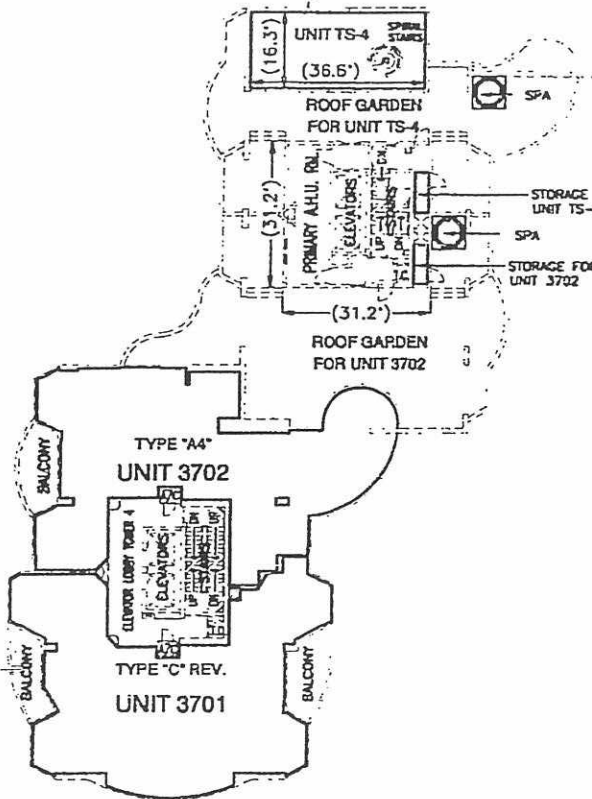
GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

TOWER 1

TOWER 2



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- - - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

37th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



GRAPHIC SCALE

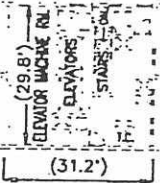


(IN FEET)
1 inch = 30 ft.

TOWER 1

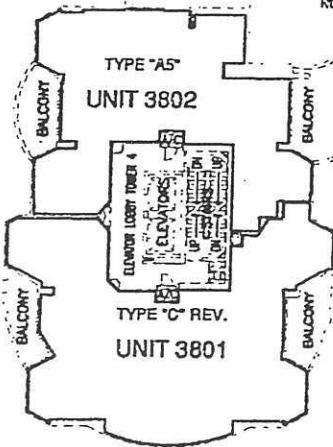
TOWER 2

TOWER 3
MECHANICAL LEVEL



CONC. BEAM ABOVE
EDGE OF MAIN ROOF DECK BELOW

ROOF GARDEN
BELOW



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

38th LEVEL FLOOR PLAN

Cod No. 9804-8273 DWG BR: CAD Date Printed: 10/20/98 5:03p

THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

TOWER 1

TOWER 2

TOWER 3
COOLING TOWER LEVEL

COOLING TOWER

CONC. BEAM ABOVE



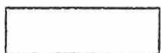
NOTES:

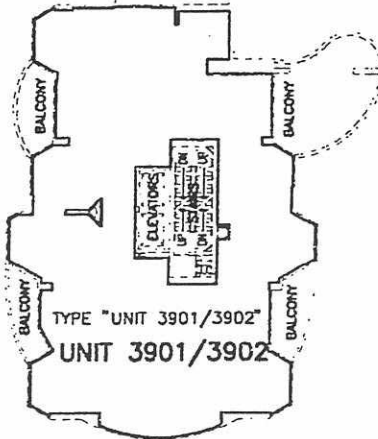
Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

-  CONDOMINIUM BOUNDARY
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS



39th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



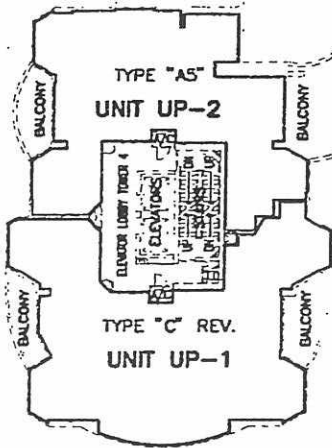
(IN FEET)
1 inch = 30 ft.

TOWER 1

TOWER 2

TOWER 3

COOLING TOWER
BELOW





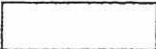
NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planor intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

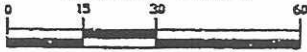
-  CONDOMINIUM BOUNDARY
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS

40th LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

TOWER 1

TOWER 2

TOWER 3

NOTES:

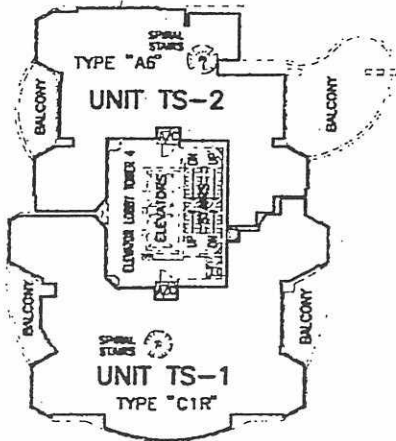
Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS



41st LEVEL FLOOR PLAN

THE PINNACLE CONDOMINIUM



GRAPHIC SCALE

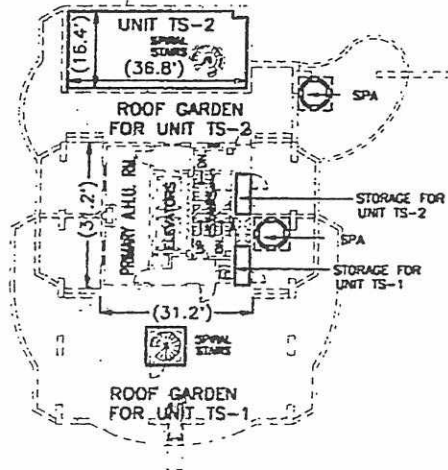


(IN FEET)
1 inch = 30 ft.

TOWER 1

TOWER 2

TOWER 3



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

LEGEND:

- CONDOMINIUM BOUNDARY
- - - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS

42nd LEVEL FLOOR PLAN

Cod No. 9804876 DWG BY: CAD Date Printed: 10/29/98 5:03p

THE PINNACLE CONDOMINIUM



GRAPHIC SCALE

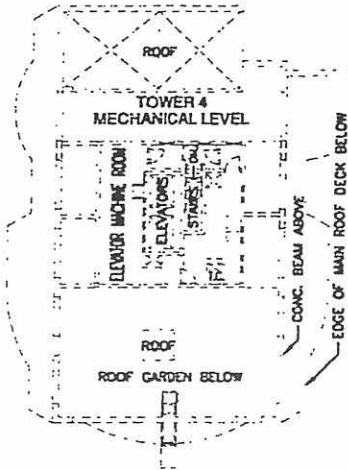


(IN FEET)
1 inch = 30 ft.

TOWER 1

TOWER 2

TOWER 3



NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

MECHANICAL LEVEL TOWER 4

Cod No. 98046276 DWG BY: CAD Date Printed: 10/20/98 5:03p

THE PINNACLE CONDOMINIUM



GRAPHIC SCALE

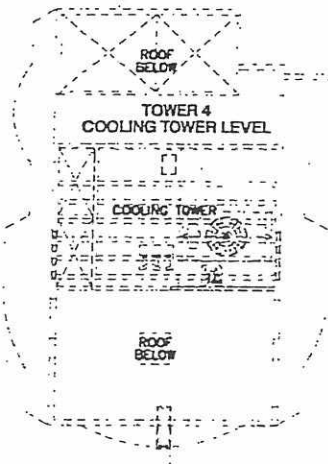


(IN FEET)
1 inch = 30 ft.

TOWER :

TOWER 2

TOWER 3



COOLING TOWER LEVEL TOWER 4

NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

Cod No. 9504376 DWG BY: CAD Date Printed: 10/20/98 5:03p

THE PINNACLE CONDOMINIUM

FLOOR LEVEL	FLOOR ELEVATION	CEILING ELEVATION
SERVICE LEVEL PARKING	----	----
SERVICE LEVEL	6.00	14.11
LOBBY LEVEL PARKING	----	----
LOBBY LEVEL	14.78	24.09
MEZZANINE FLOOR	24.76	33.32
3RD FLOOR	33.99	42.57
4TH FLOOR	43.24	51.84
5TH FLOOR	52.51	61.03
6TH FLOOR	61.70	70.29
7TH FLOOR	70.96	79.55
8TH FLOOR	80.21	88.76
9TH FLOOR	89.43	98.03
10TH FLOOR	98.70	107.27
11TH FLOOR	107.94	116.53
12TH FLOOR	117.20	125.81
14TH FLOOR	126.48	135.03
15TH FLOOR	135.70	144.33
16TH FLOOR	145.00	153.58
17TH FLOOR	154.25	162.81
18TH FLOOR	163.56	172.07
19TH FLOOR	172.74	181.33
20TH FLOOR	182.00	190.59
21ST FLOOR	191.26	199.76
22ND FLOOR	200.43	209.04
23RD FLOOR	209.71	218.34
24TH FLOOR	219.01	227.53
25TH FLOOR	228.20	236.84
26TH FLOOR	237.51	246.11
27TH FLOOR/ROOF GARDEN TOWER 1	246.78	255.43
28TH FLOOR/MECH. LEVEL TOWER 1	256.10	----
28TH FLOOR	256.10	255.43
29TH FLOOR	265.26	273.85
29TH FLOOR/COOLING TOWER LEVEL 1	266.59	----
30TH FLOOR	274.52	283.07
31ST FLOOR	283.74	292.35
32ND FLOOR/ROOF GARDEN TOWER 2	293.02	301.56
33RD FLOOR	302.23	310.83
33RD FLOOR/MECH. LEVEL TOWER 2	----	----
34TH FLOOR	311.50	320.08
34TH FLOOR/COOLING TOWER LEVEL 2	----	----
35TH FLOOR	320.75	329.40
36TH FLOOR	330.07	338.63
37TH FLOOR/ROOF GARDEN TOWER 3	----	----
38TH FLOOR	348.58	357.11
38TH FLOOR/MECH. LEVEL TOWER 3	----	----
39TH FLOOR / UPPER PENTHOUSE	357.78	366.36
39TH FLOOR/COOLING TOWER LEVEL 3	----	----
40TH FLOOR / PENTHOUSE	367.03	375.36
41ST FLOOR / TOWER SUITE	376.24	385.51
42ND FLOOR/ROOF GARDEN TOWER 4	----	----
MECH. LEVEL TOWER 4	----	----
COOLING TOWER LEVEL TOWER 4	----	----

NOTES:

1.) ELEVATIONS REFERS TO (N.G.V.D.) NATIONAL
GEODETTIC VERTICAL DATUM OF 1929.

ELEVATIONS

Cod No. 980482-F Date Printed: 10/29/98 3:30p

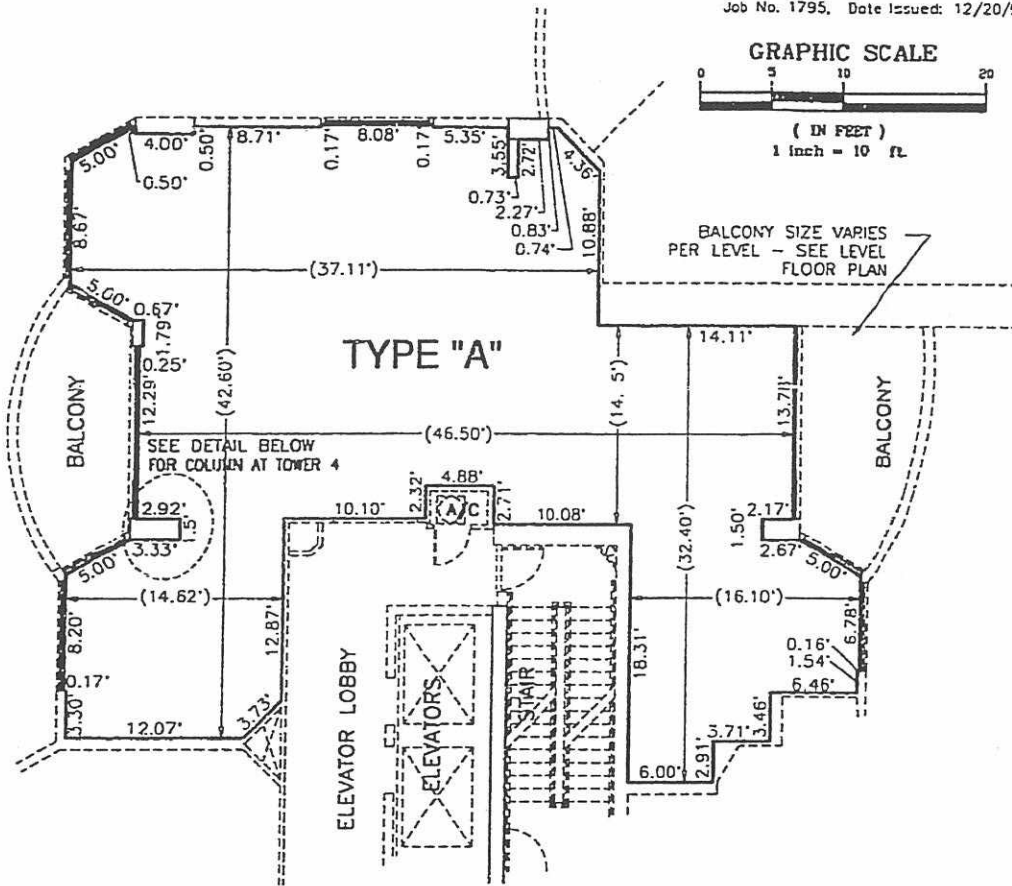
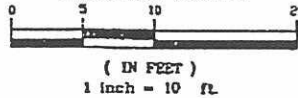
THE PINNACLE CONDOMINIUM

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTURAL PARTNERSHIP, 9300 Southwest 87th Avenue, Miami, Florida 33176, Ph 305-274-2702, Job No. 1795, Date Issued: 12/20/95

GRAPHIC SCALE

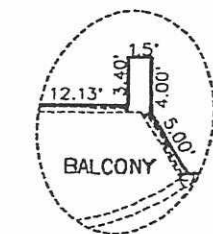


BALCONY SIZE VARIES PER LEVEL - SEE LEVEL FLOOR PLAN

TYPE "A"

ELEVATOR LOBBY
ELEVATORS
STAIR

SEE DETAIL BELOW FOR COLUMN AT TOWER 4



DETAIL
COLUMN AT TOWER 4

LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER

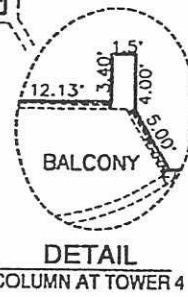
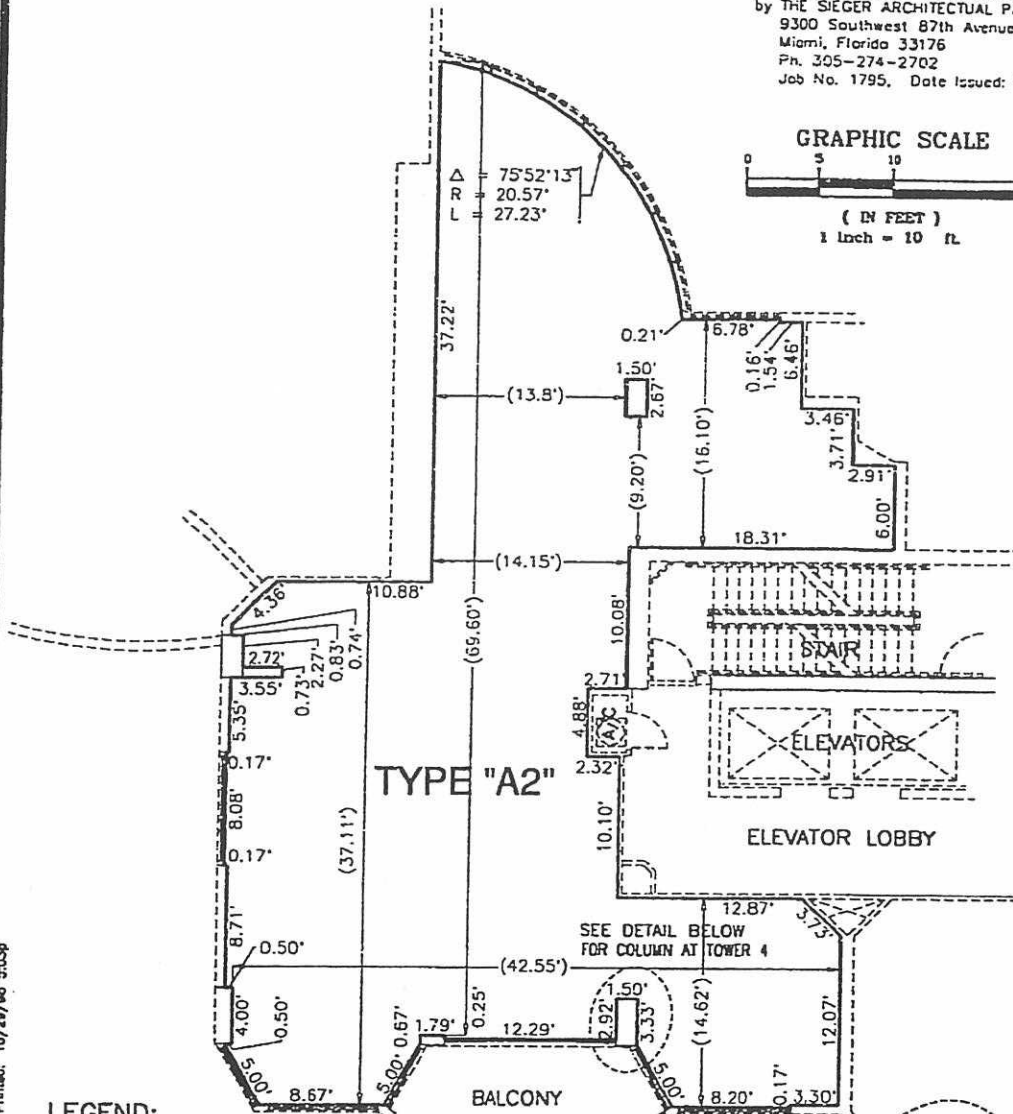
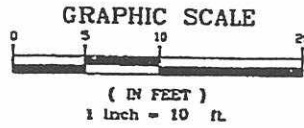
TYPE "A"

Date Printed: 10/29/98 5:03p
 CAD BY: CAD
 DWG BY: DWG
 U
 980452-1
 Cod No.

THE PINNACLE CONDOMINIUM

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.
 (5.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings
 by THE SIEGER ARCHITECTURAL PARTNERSHIP,
 9300 Southwest 87th Avenue
 Miami, Florida 33176
 Ph. 305-274-2702
 Job No. 1795, Date Issued: 12/20/96



LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER

TYPE "A2"

Cod No. 950482-U DWG BY: CAD Date Printed: 10/29/98 9:03p

THE PINNACLE CONDOMINIUM

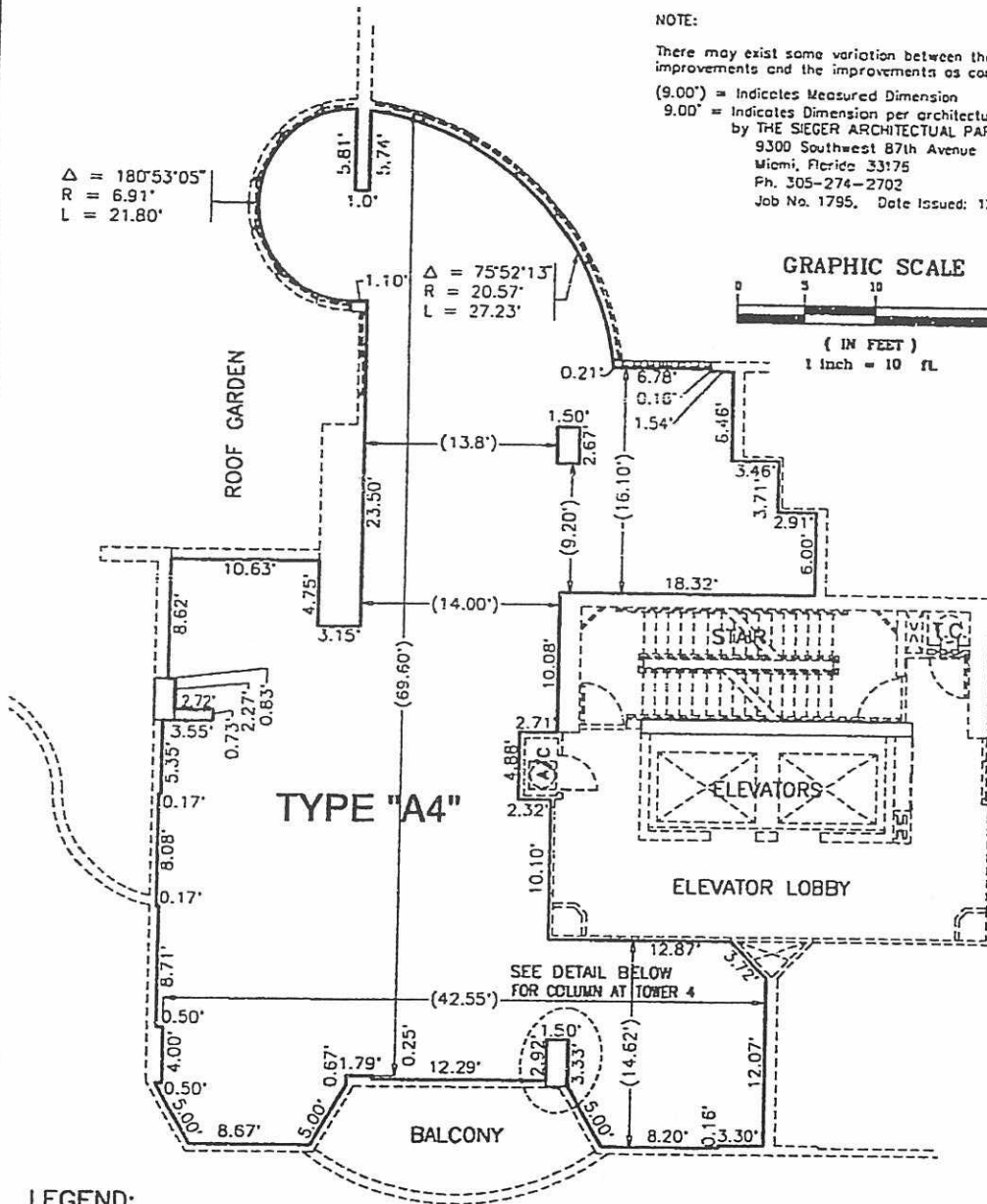
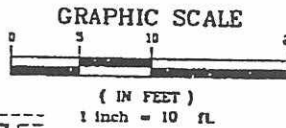
NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTURAL PARTNERSHIP, 9300 Southwest 87th Avenue, Miami, Florida 33175, Ph. 305-274-2702, Job No. 1795, Date Issued: 12/20/95

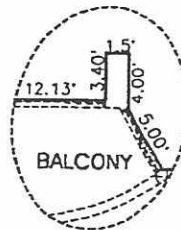
$\Delta = 180^{\circ}53'05''$
 $R = 6.91'$
 $L = 21.80'$

$\Delta = 75^{\circ}52'13''$
 $R = 20.57'$
 $L = 27.23'$



LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER



DETAIL
 COLUMN AT TOWER 4
 (LEVEL 37 ONLY)

TYPE "A4"

Cad No. 950-492-U DWG BY: CAO Date Plotted: 10/29/98 9:03p

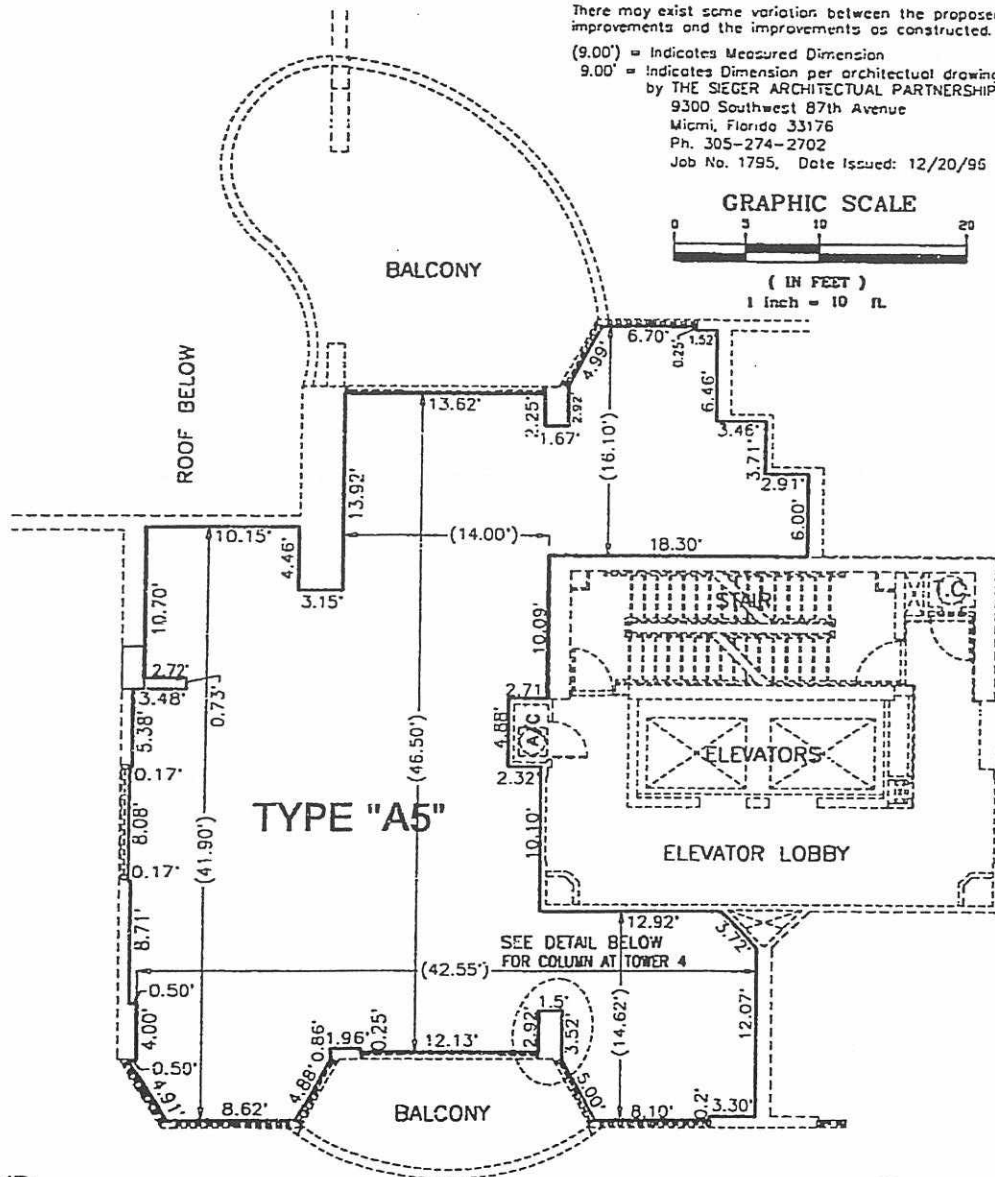
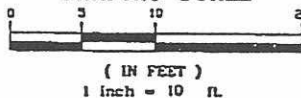
THE PINNACLE CONDOMINIUM

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

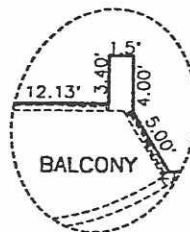
(9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings
 by THE SIEGER ARCHITECTURAL PARTNERSHIP,
 9300 Southwest 87th Avenue
 Miami, Florida 33176
 Ph. 305-274-2702
 Job No. 1795, Date Issued: 12/20/95

GRAPHIC SCALE



LEGEND:

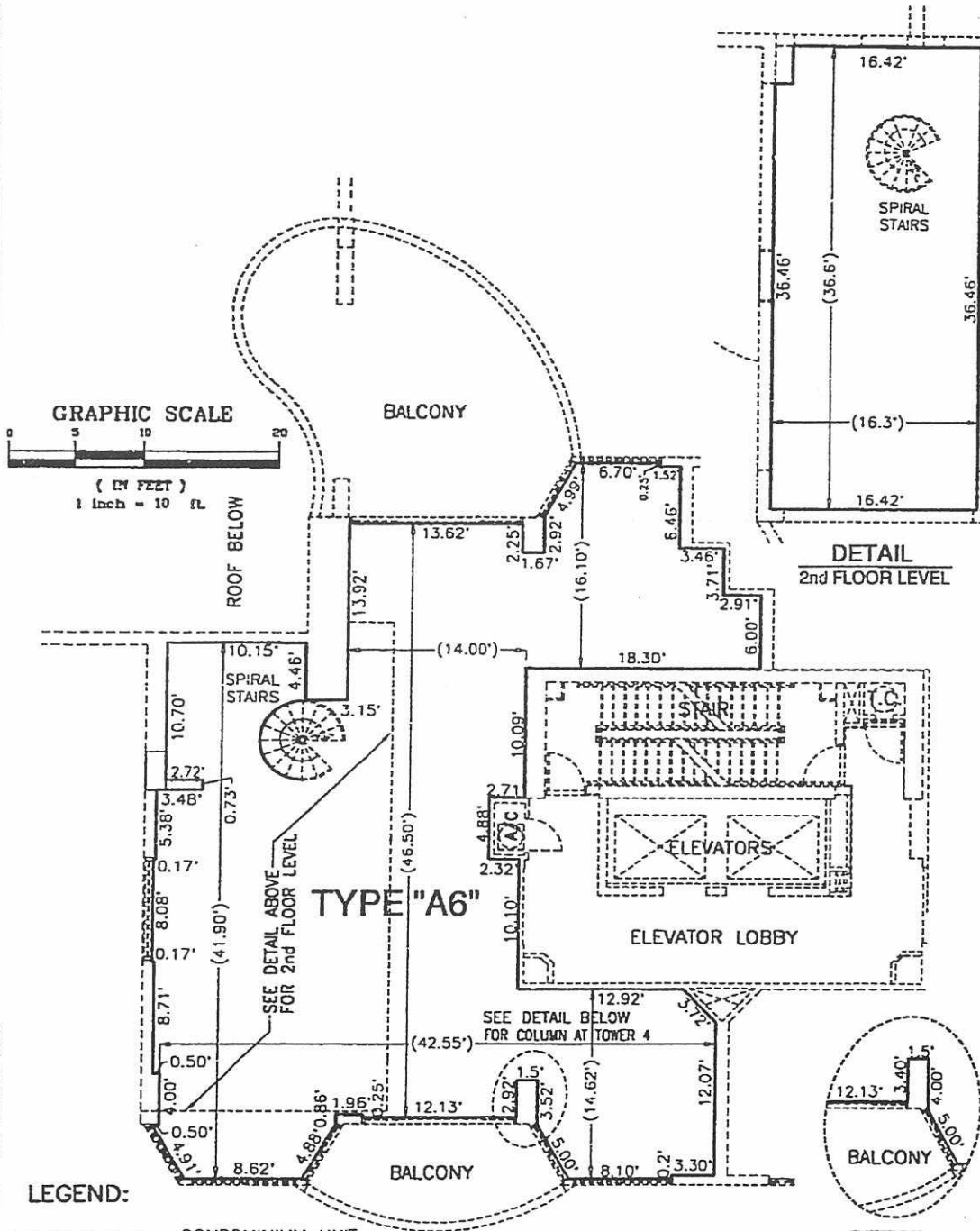
- CONDOMINIUM UNIT BOUNDARY LINE
- - - - COMMON ELEMENT BOUNDARY LINE
- ▭ LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER



DETAIL
COLUMN AT TOWER 4

TYPE "A5"

THE PINNACLE CONDOMINIUM



LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension
9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTURAL PARTNERSHIP, 9300 Southwest 87th Avenue, Miami, Florida 33176, Ph. 305-274-2702, Job No. 1795. Date Issued: 12/20/96

TYPE "A6"

THE PINNACLE CONDOMINIUM

NOTE:

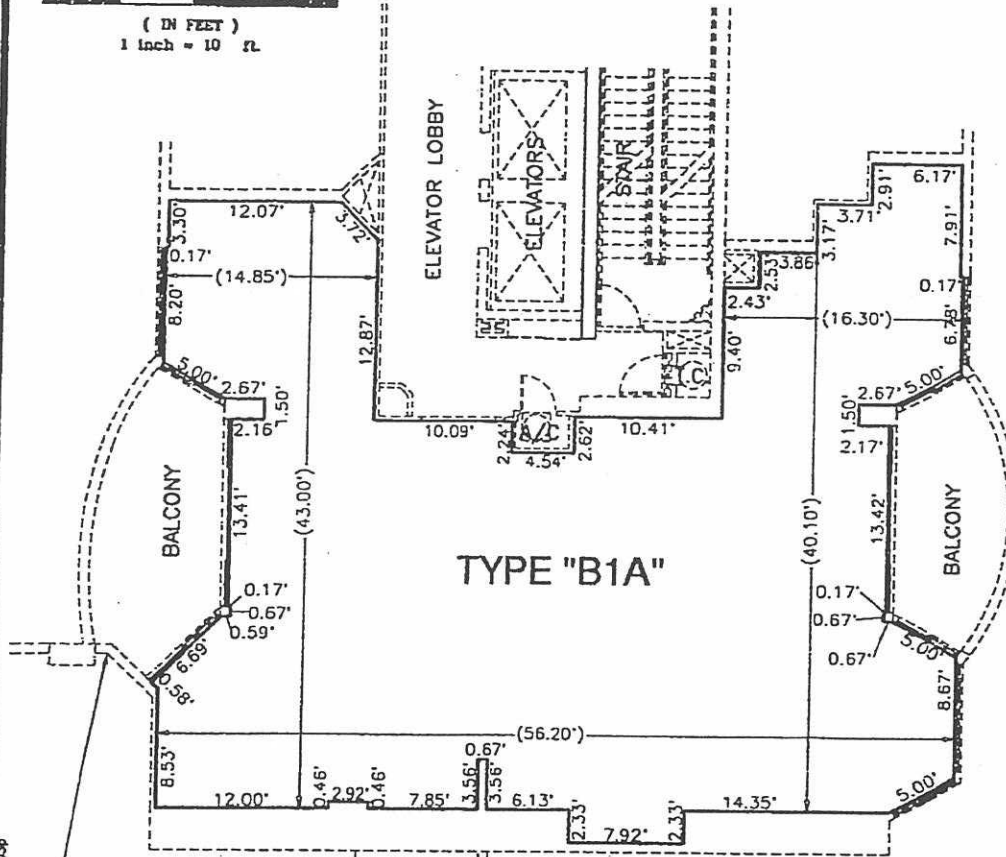
There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings by THE SEGER ARCHITECTURAL PARTNERSHIP, 9300 Southwest 87th Avenue, Miami, Florida 33176, Ph. 305-274-2702, Job No. 1795, Date Issued: 12/20/96

GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.



TYPE "B1A"

BALCONY SIZE VARIES PER LEVEL - SEE LEVEL FLOOR PLAN

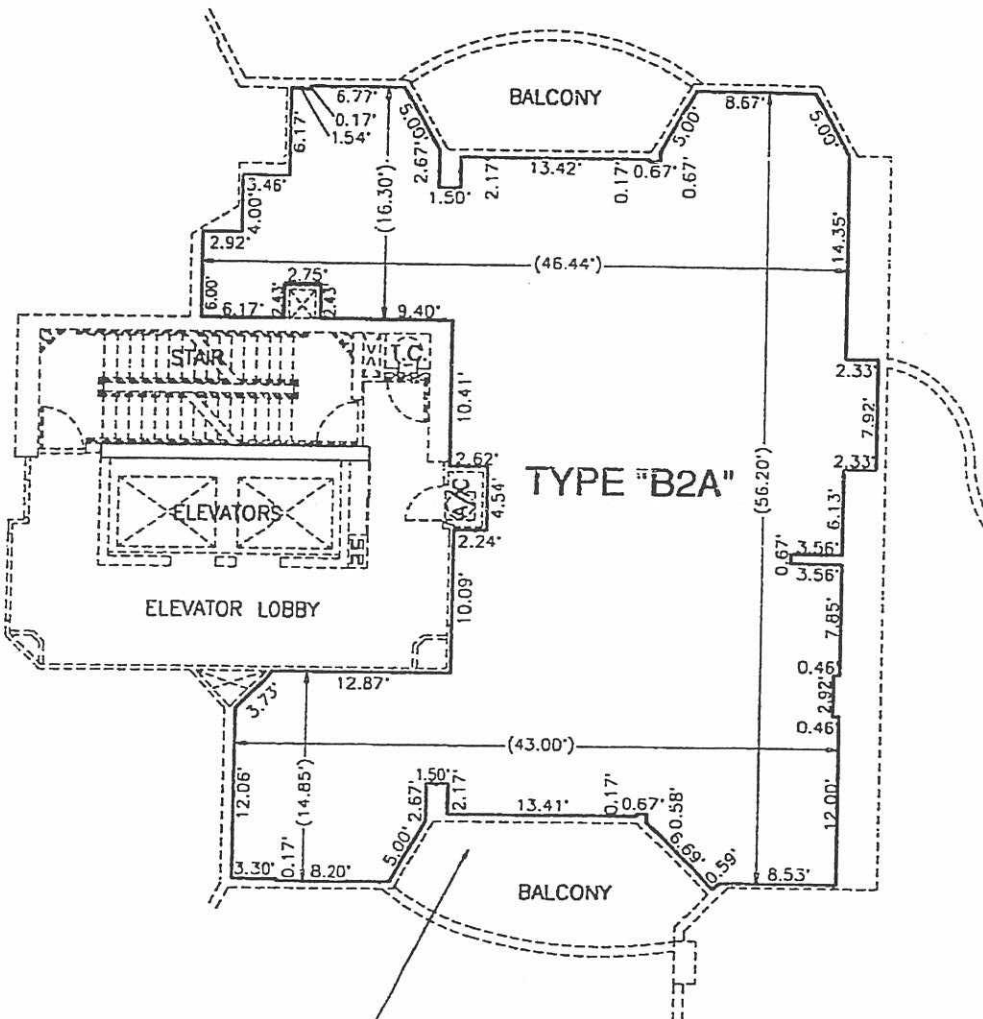
LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER

TYPE "B1A"

Cod No. 980443-U DWG BY: CAD Date Printed: 10/20/98 9:03p

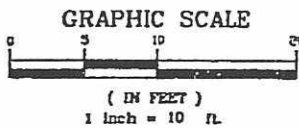
THE PINNACLE CONDOMINIUM



BALCONY SIZE VARIES PER LEVEL - SEE LEVEL FLOOR PLAN

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.
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 Miami, Florida 33176
 Ph. 305-274-2702
 Job No. 1795, Date issued: 12/20/96



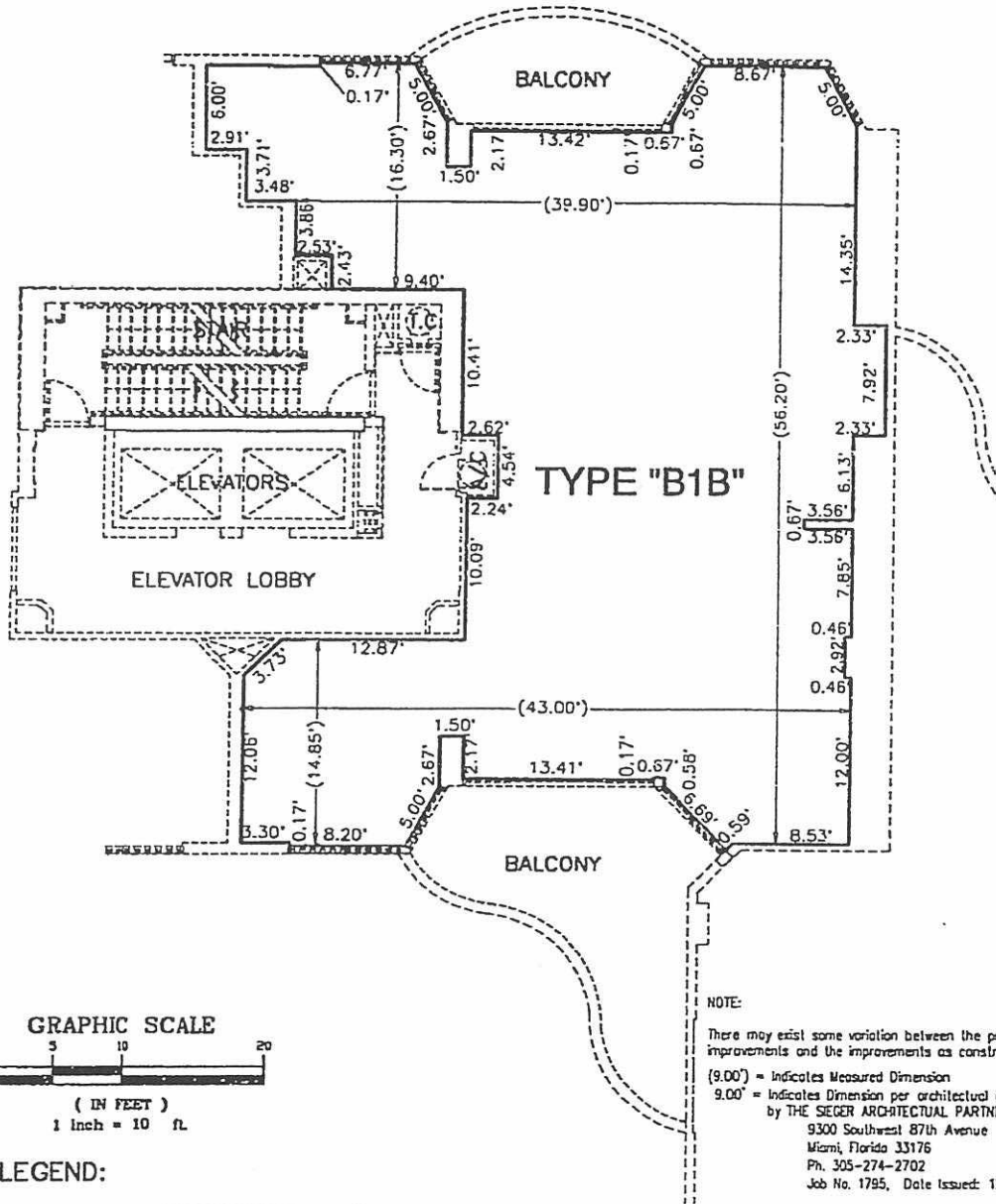
LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER

TYPE "B2A"

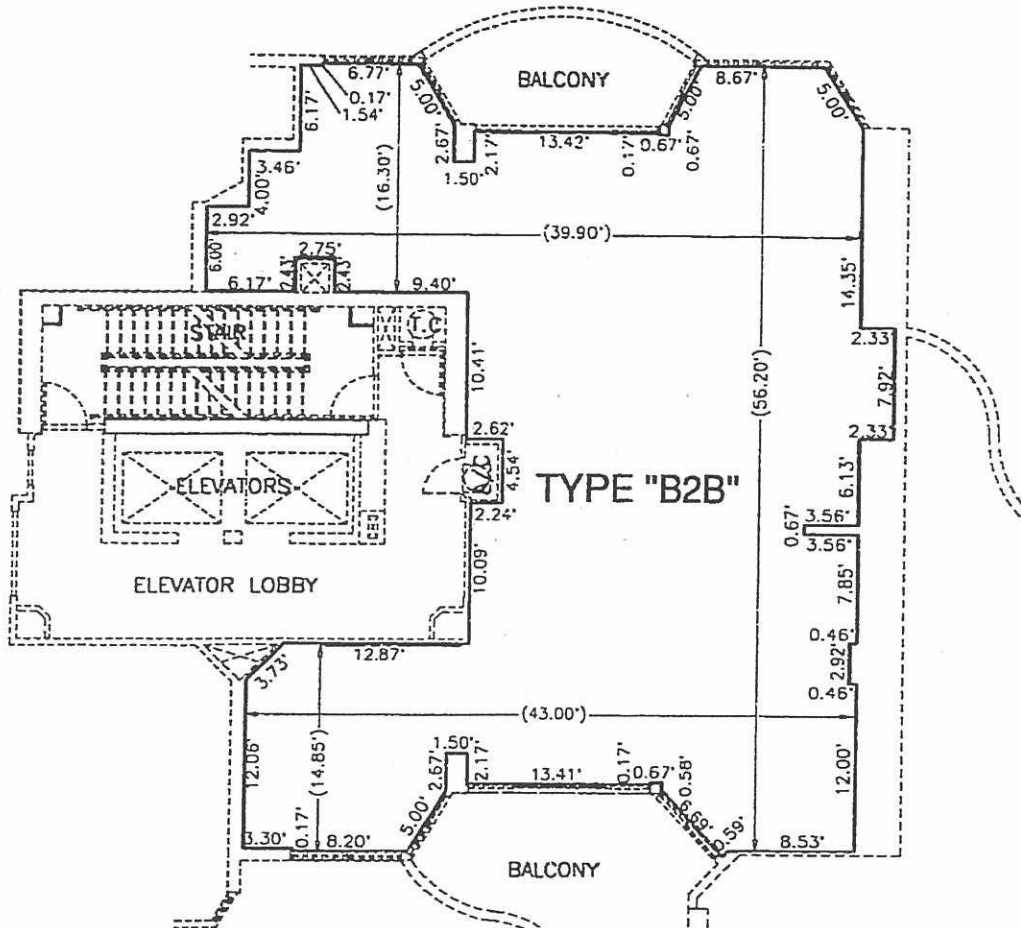
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THE PINNACLE CONDOMINIUM



Cod No. 980482-U DWG BY: CAO Date Printed: 10/20/98 9:03p

THE PINNACLE CONDOMINIUM

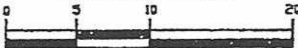


TYPE "B2B"

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.
 (9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings by THE SEGER ARCHITECTURAL PARTNERSHIP.
 9300 Southwest 87th Avenue
 Miami, Florida 33176
 Ph. 305-274-2702
 Job No. 1795, Date Issued: 12/20/96

GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER

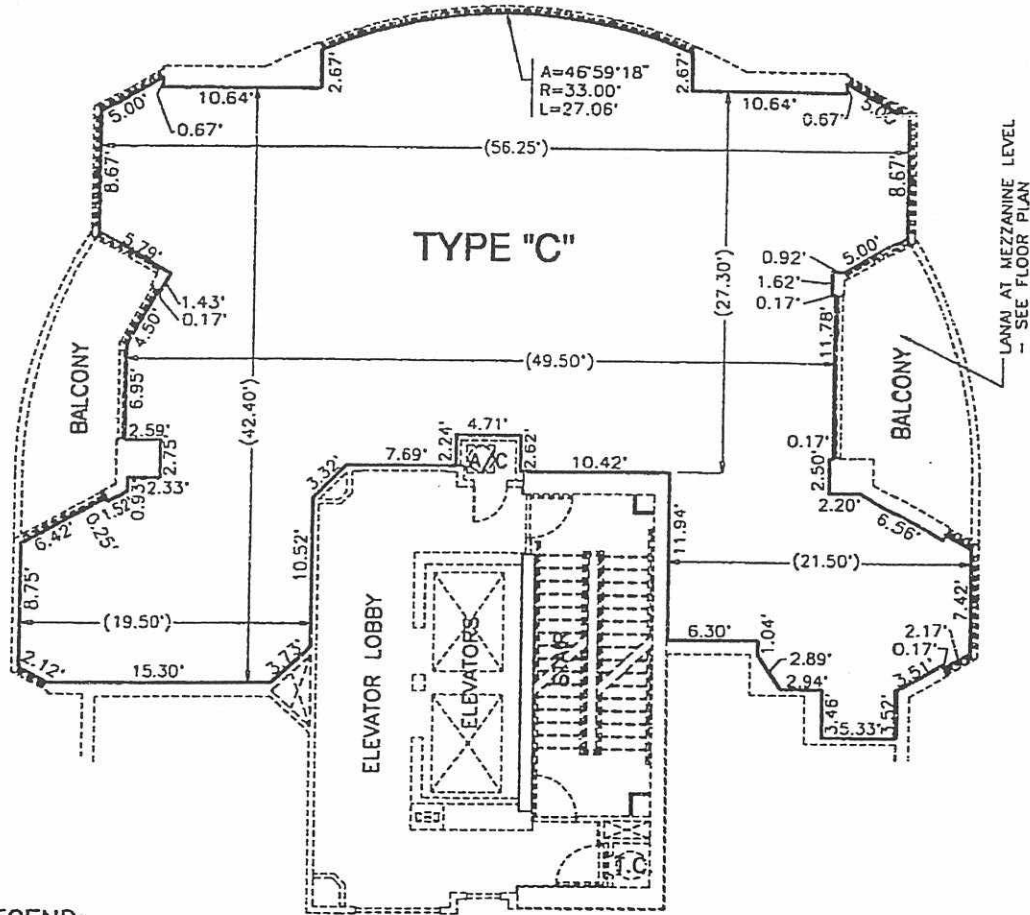
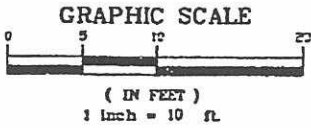
TYPE "B2B"

THE PINNACLE CONDOMINIUM

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings
 by THE SIEGER ARCHITECTURAL PARTNERSHIP,
 9300 Southwest 87th Avenue
 Miami, Florida 33176
 Ph. 305-274-2702
 Job No. 1795, Date Issued: 12/20/96



LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER

TYPE "C"

Cod No. 9804G-U DWG BY: CAD Date Printed: 10/29/98 5:03p

THE PINNACLE CONDOMINIUM

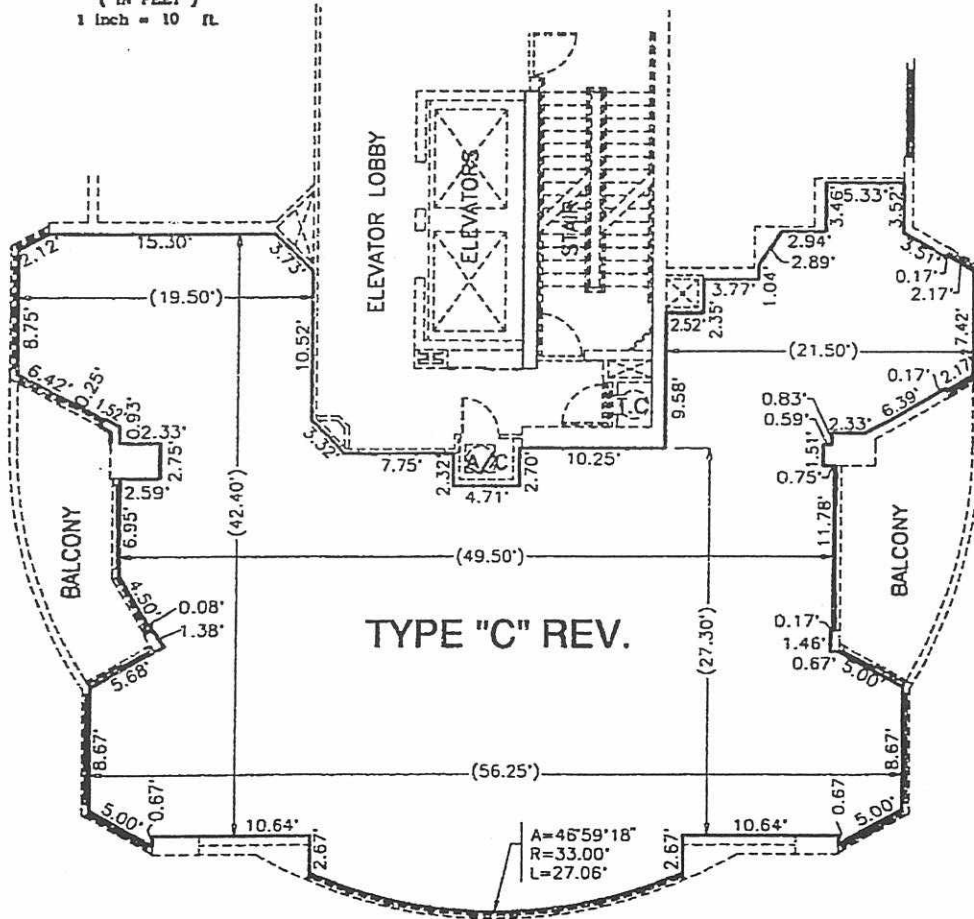
NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.
 (9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTURAL PARTNERSHIP, 9300 Southwest 87th Avenue, Miami, Florida 33176, Ph. 305-274-2702, Job No. 1795, Date Issued: 12/20/96

GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.



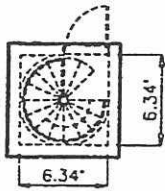
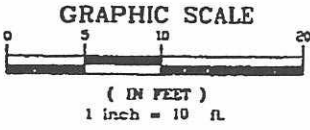
LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER

TYPE "C" REV.

Cod No. 990462-U DWG BY: CAD Date Printed: 10/29/98 5:03p

THE PINNACLE CONDOMINIUM

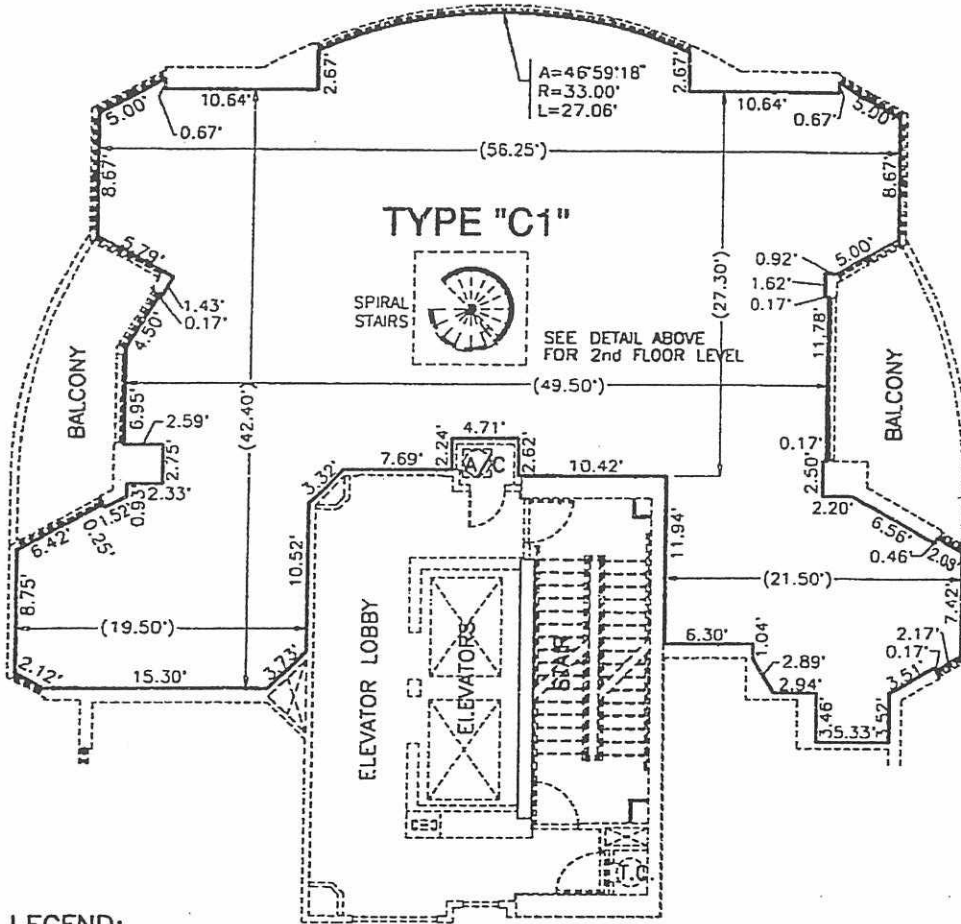


DETAIL
2nd FLOOR LEVEL

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTURAL PARTNERSHIP.
 9300 Southwest 87th Avenue
 Miami, Florida 33176
 Ph. 305-274-2702
 Job No. 1795, Date Issued: 12/20/96

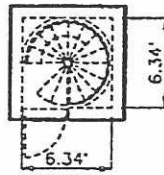
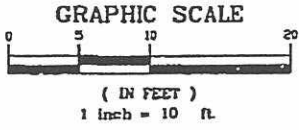


LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - - COMMON ELEMENT BOUNDARY LINE
- ▭ LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER

TYPE "C1"

THE PINNACLE CONDOMINIUM



DETAIL
2nd FLOOR LEVEL

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension

9.00' = Indicates Dimension per architectural drawings

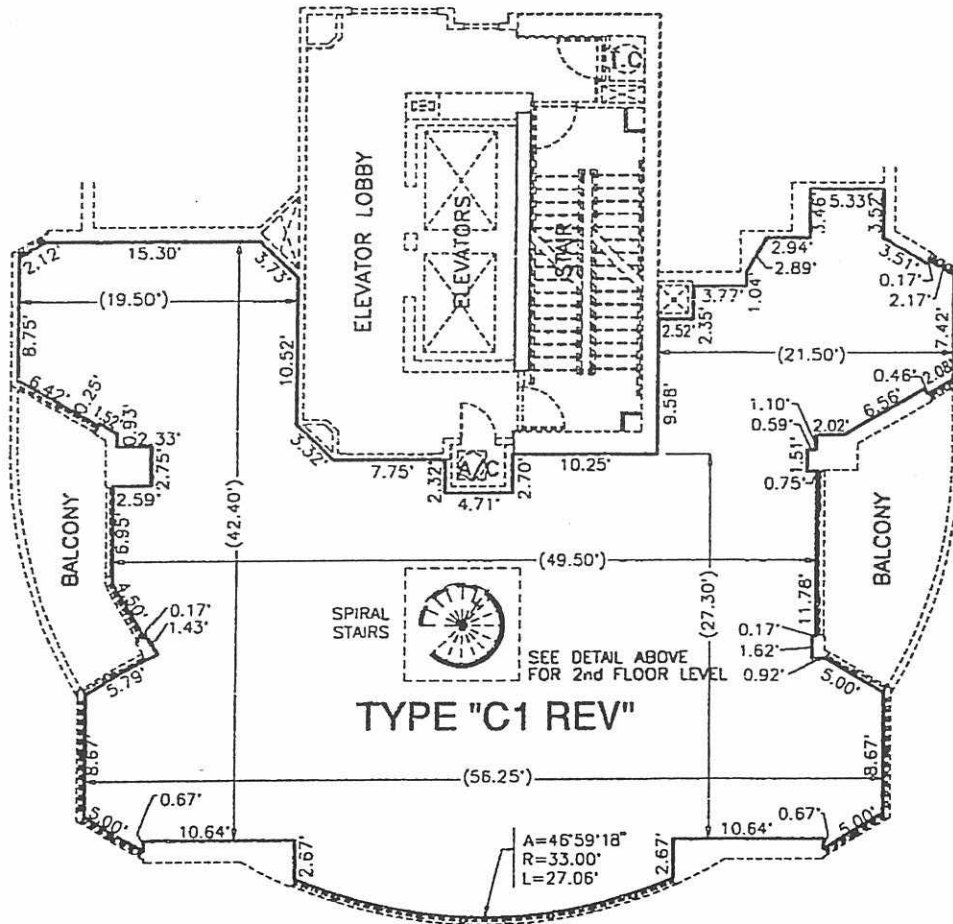
by THE SIEGER ARCHITECTUAL PARTNERSHIP,

5300 Southwest 87th Avenue

Miami, Florida 33176

Ph. 305-274-2702

Job No. 1795, Date Issued: 12/20/96



TYPE "C1 REV"

LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER

TYPE "C1 REV"

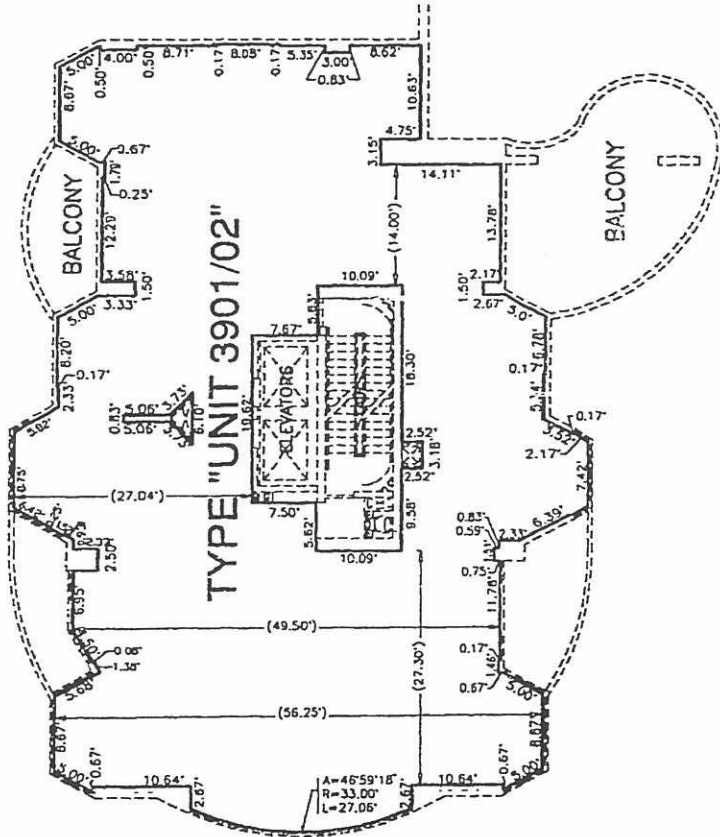
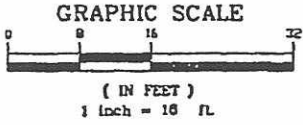
Date Printed: 10/29/98 5:03p
 Cad No. 980462-U DWG BY: CAD

THE PINNACLE CONDOMINIUM

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTURAL PARTNERSHIP.
 9300 Southwest 87th Avenue
 Miami, Florida 33176
 Ph. 305-274-2702
 Job No. 1795, Date issued: 12/20/96



LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - - COMMON ELEMENT BOUNDARY LINE
- ▭ LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER

NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:
 a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
 b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
 c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
 There may exist some variation between the proposed improvements and the improvements as constructed.

TYPE "UNIT 3901/02"

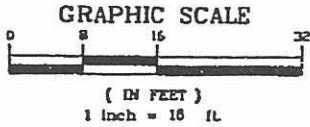
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THE PINNACLE CONDOMINIUM

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

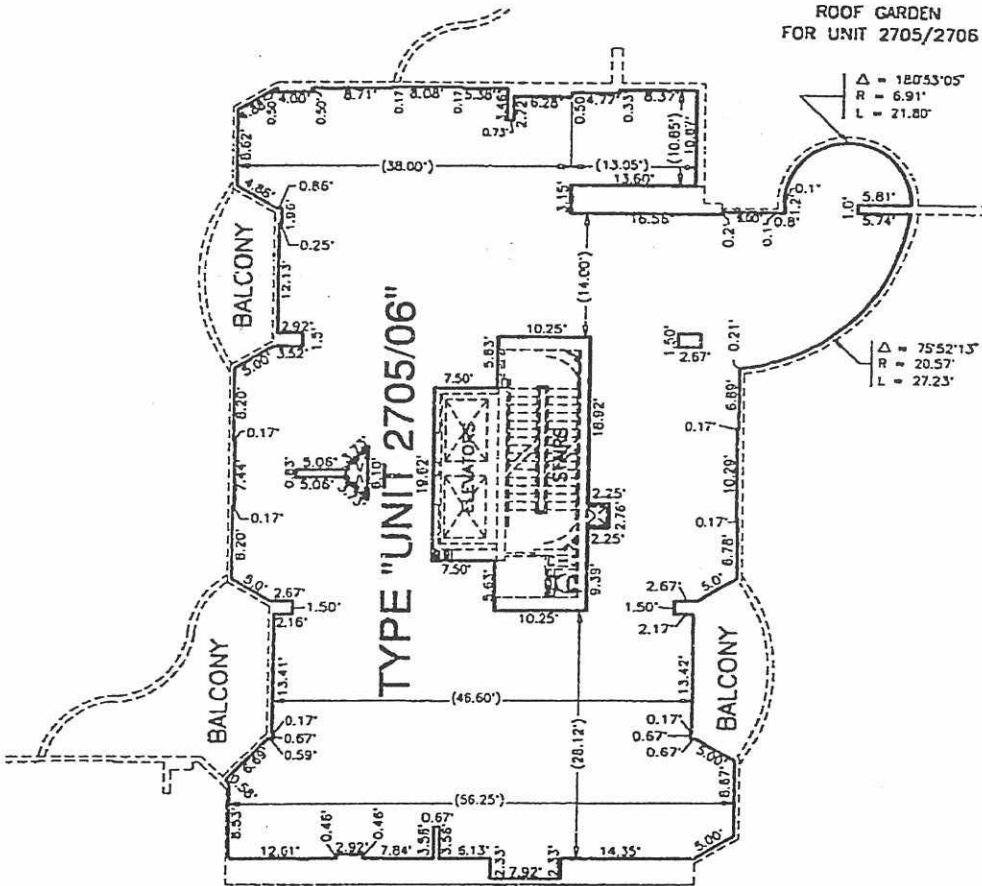
(9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings
 by THE SIEGER ARCHITECTURAL PARTNERSHIP,
 9300 Southwest 87th Avenue
 Miami, Florida 33176
 Ph. 305-274-2702
 Job No. 1795, Date Issued: 12/20/96



**ROOF GARDEN
FOR UNIT 2705/2706**

$\Delta = 120^{\circ}53'05''$
 $R = 6.91'$
 $L = 21.80'$

$\Delta = 75^{\circ}52'13''$
 $R = 20.57'$
 $L = 27.23'$



LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - - - COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER

NOTES:

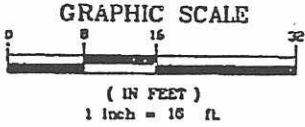
Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planor intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

TYPE "UNIT 2705/06"

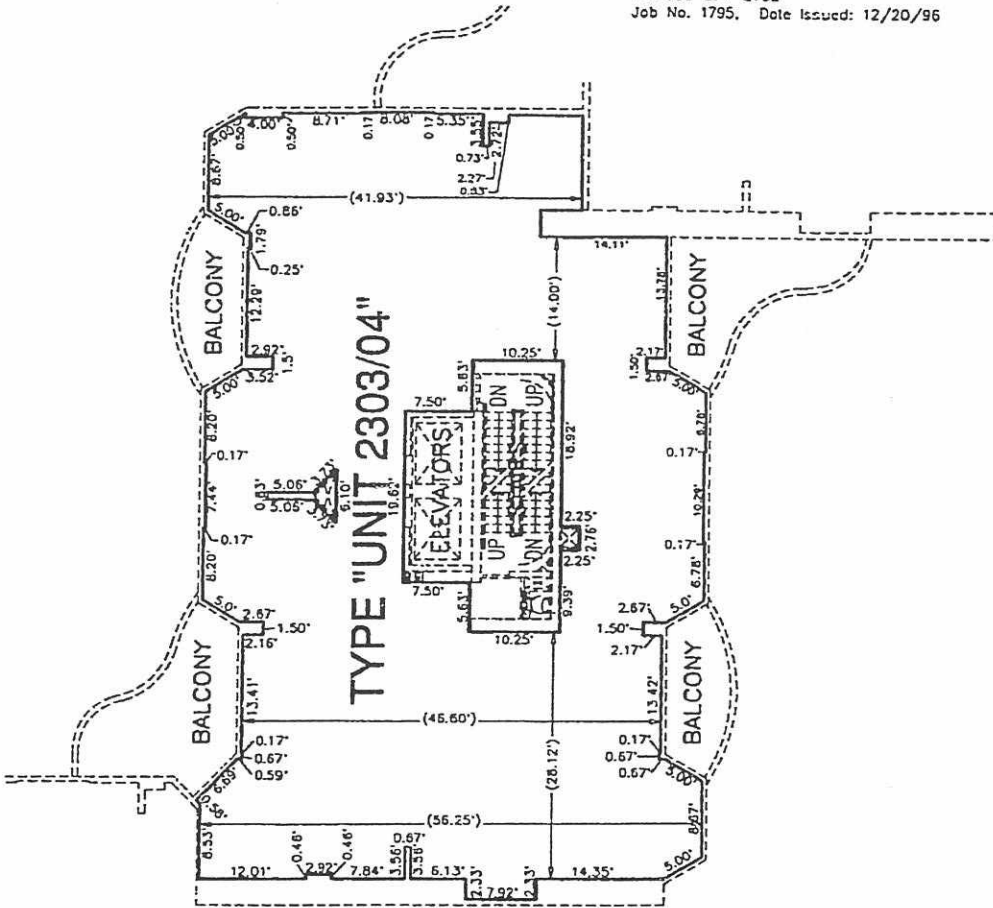
THE PINNACLE CONDOMINIUM



NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTURAL PARTNERSHIP, 9300 Southwest 87th Avenue, Miami, Florida 33176, Ph. 305-274-2702, Job No. 1795, Date Issued: 12/20/96



LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- - - - COMMON ELEMENT BOUNDARY LINE
- ▭ LIMITED COMMON ELEMENTS
- T.C. TRASH CHUTE
- A/C AIR CONDITIONER

NOTES:

Each Condominium Unit consist of the space bounded by the Condominium Unit boundary lines by:

- a) Upper Boundaries. The Horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.
- b) Lower Boundaries. The Horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the Vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

There may exist some variation between the proposed improvements and the improvements as constructed.

TYPE "UNIT 2303/04"

THE PINNACLE CONDOMINIUM

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension

9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTUAL PARTNERSHIP.

9300 Southwest 87th Avenue

Miami, Florida 33176

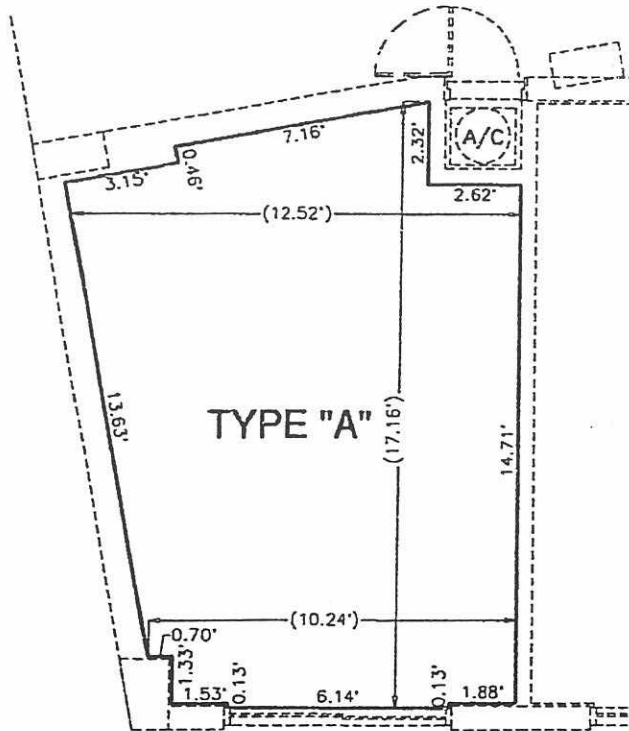
Ph. 305-274-2702

Job No. 1795, Date Issued: 12/20/96

GRAPHIC SCALE



(IN FEET)
1 Inch = 4 ft.



LEGEND:

- CABANA UNIT BOUNDARY LINE
- - - - - COMMON ELEMENT BOUNDARY LINE
- ▭ LIMITED COMMON ELEMENTS
- A/C AIR CONDITIONER

CABANA TYPE "A"

THE PINNACLE CONDOMINIUM

NOTE:

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9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTURAL PARTNERSHIP,

9300 Southwest 87th Avenue
Miami, Florida 33175

Ph. 305-274-2702

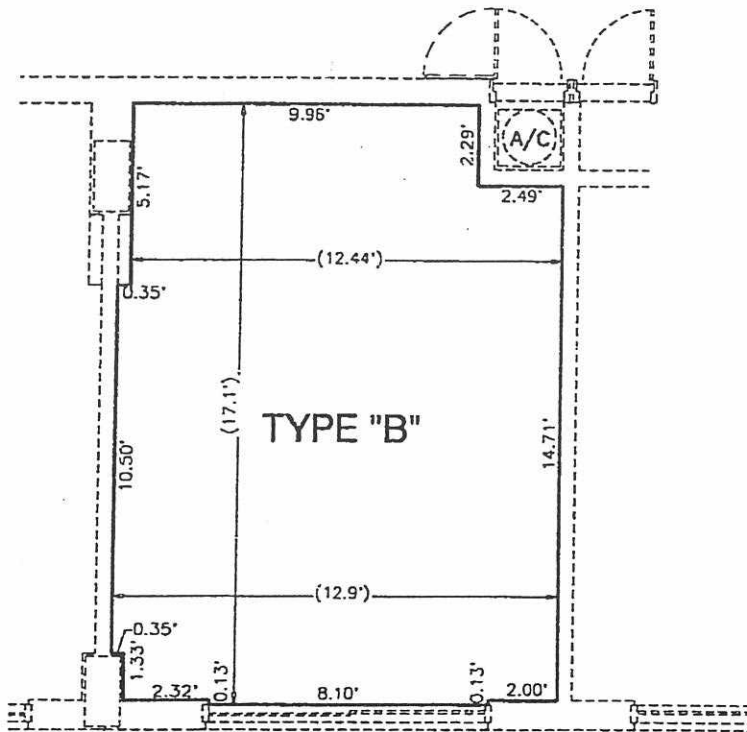
Job No. 1795, Date Issued: 12/20/96

GRAPHIC SCALE



(IN FEET)

1 inch = 4 ft.



LEGEND:

- CABANA UNIT BOUNDARY LINE
- - - - - COMMON ELEMENT BOUNDARY LINE
- ▭ LIMITED COMMON ELEMENTS
- A/C AIR CONDITIONER

CABANA TYPE "B"

THE PINNACLE CONDOMINIUM

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension

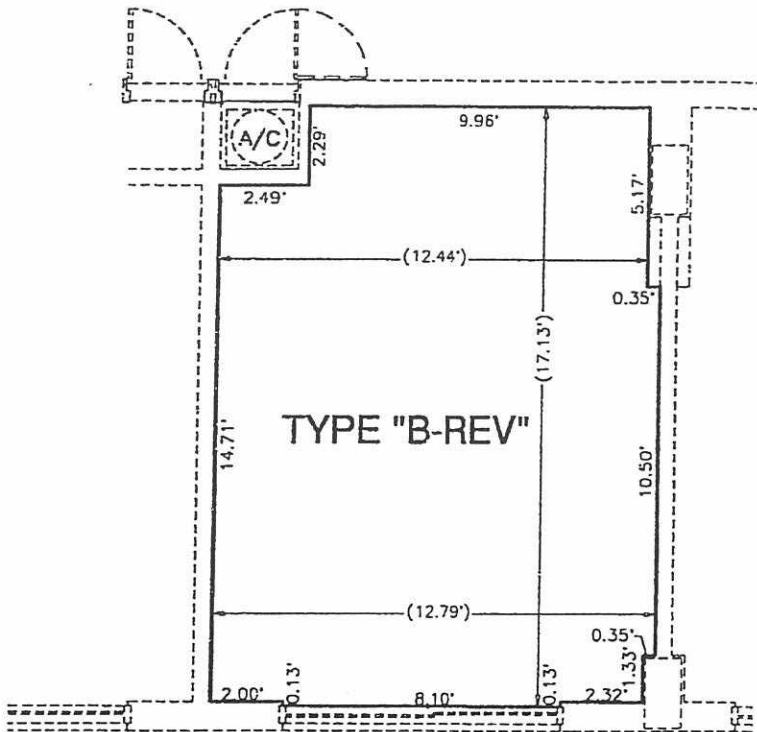
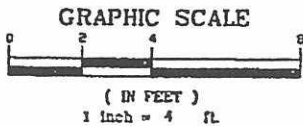
9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTURAL PARTNERSHIP.

9300 Southwest 87th Avenue

Miami, Florida 33176

Ph. 305-274-2702

Job No. 1795, Date Issued: 12/20/95



LEGEND:

- CABANA UNIT BOUNDARY LINE
- COMMON ELEMENT BOUNDARY LINE
- ▭ LIMITED COMMON ELEMENTS
- A/C AIR CONDITIONER

CABANA TYPE "B-REV"

THE PINNACLE CONDOMINIUM

NOTE:

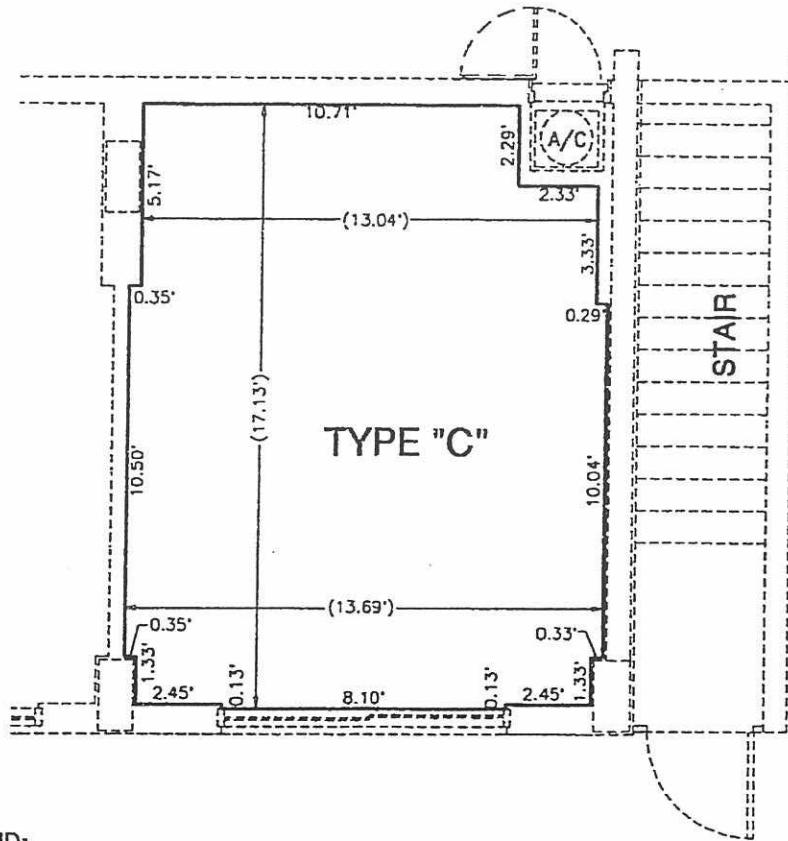
There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTURAL PARTNERSHIP,
 9300 Southwest 87th Avenue
 Miami, Florida 33176
 Ph. 305-274-2702
 Job No. 1795, Date Issued: 12/20/96



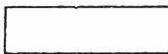
GRAPHIC SCALE



(IN FEET)
 1 inch = 4 ft.



LEGEND:

-  CABANA UNIT BOUNDARY LINE
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS
- A/C AIR CONDITIONER

CABANA TYPE "C"

Date Printed: 10/20/08 5:33p
 DWG BY: CAD
 Cod No. 9804672AG

THE PINNACLE CONDOMINIUM

NOTE:

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(9.00') = Indicates Measured Dimension

9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTURAL PARTNERSHIP.

9300 Southwest 87th Avenue

Miami, Florida 33176

Ph. 305-274-2702

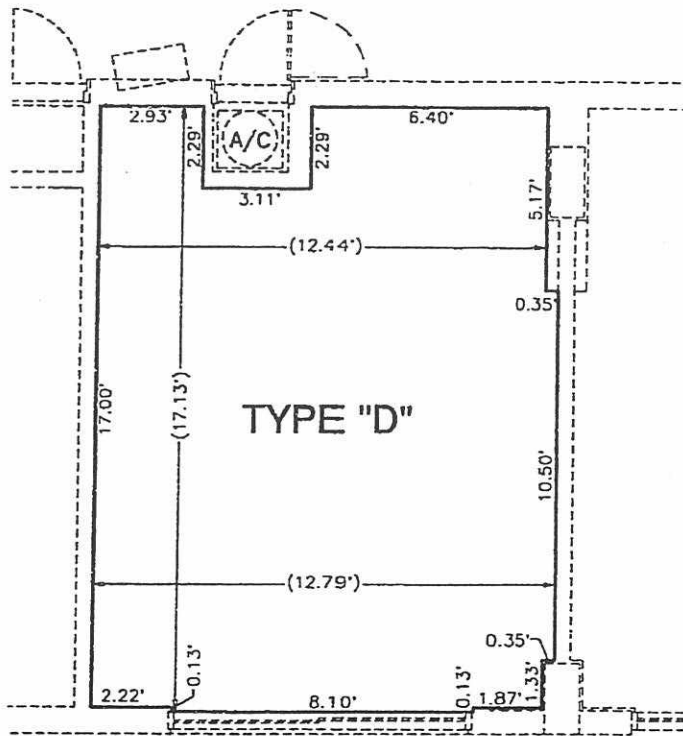
Job No. 1795, Date Issued: 12/20/96

GRAPHIC SCALE




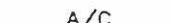


(IN FEET)

1 inch = 4 ft.



LEGEND:

-  CABANA UNIT BOUNDARY LINE
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS
-  AIR CONDITIONER

CABANA TYPE "D"

THE PINNACLE CONDOMINIUM

NOTE:

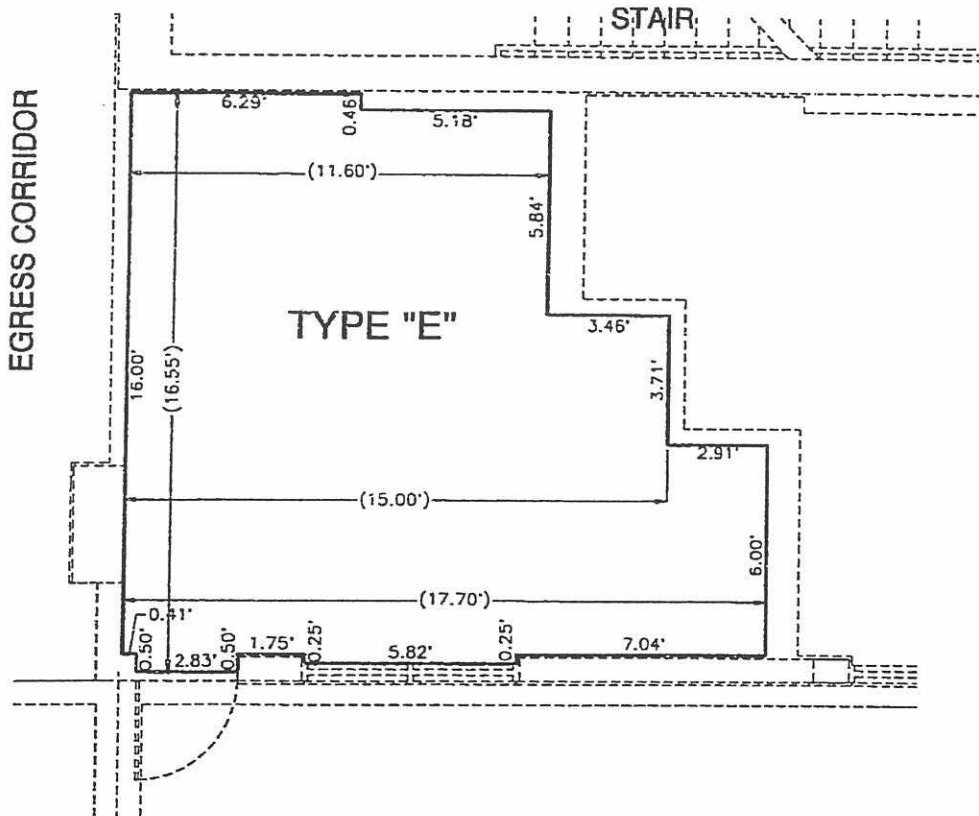
There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTURAL PARTNERSHIP,
 9300 Southwest 87th Avenue
 Miami, Florida 33176
 Ph. 305-274-2702
 Job No. 1795, Date Issued: 12/20/96



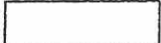

GRAPHIC SCALE



(IN FEET)
 1 inch = 4 ft.



LEGEND:

-  CABANA UNIT BOUNDARY LINE
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS
-  AIR CONDITIONER

CABANA TYPE "E"

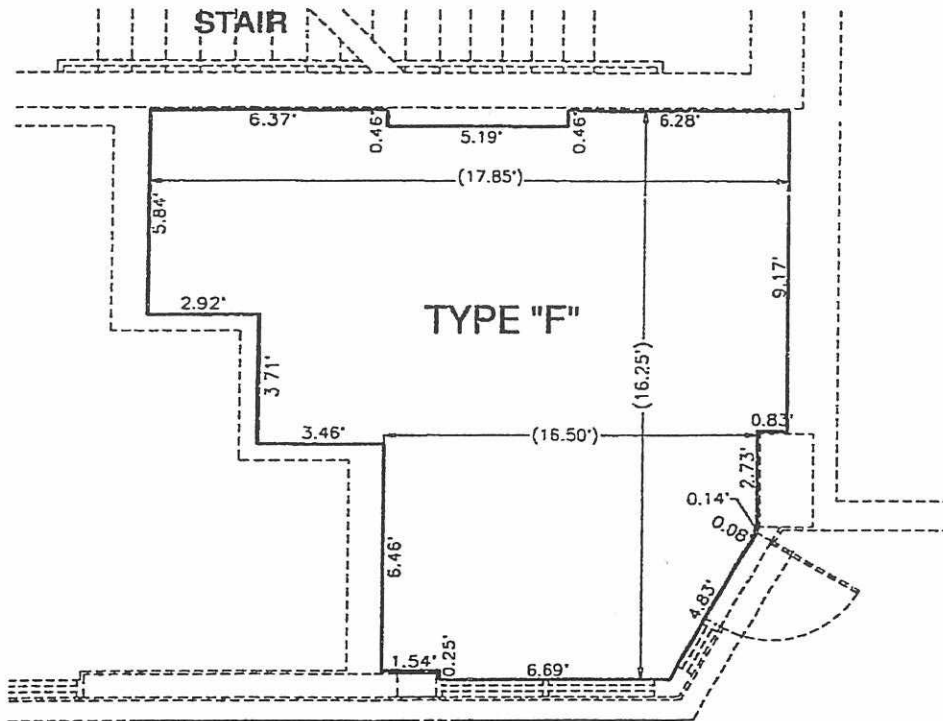
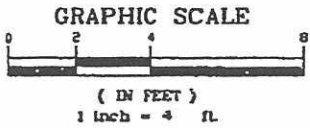
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THE PINNACLE CONDOMINIUM



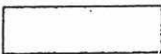
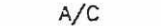
NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension
9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTUAL PARTNERSHIP.
9300 Southwest 87th Avenue
Miami, Florida 33176
Ph. 305-274-2702
Job No. 1795, Date Issued: 12/20/95



LEGEND:

-  CABANA UNIT BOUNDARY LINE
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS
-  AIR CONDITIONER

CABANA TYPE "F"

THE PINNACLE CONDOMINIUM

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension

9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTUAL PARTNERSHIP.

9300 Southwest 87th Avenue

Miami, Florida 33176

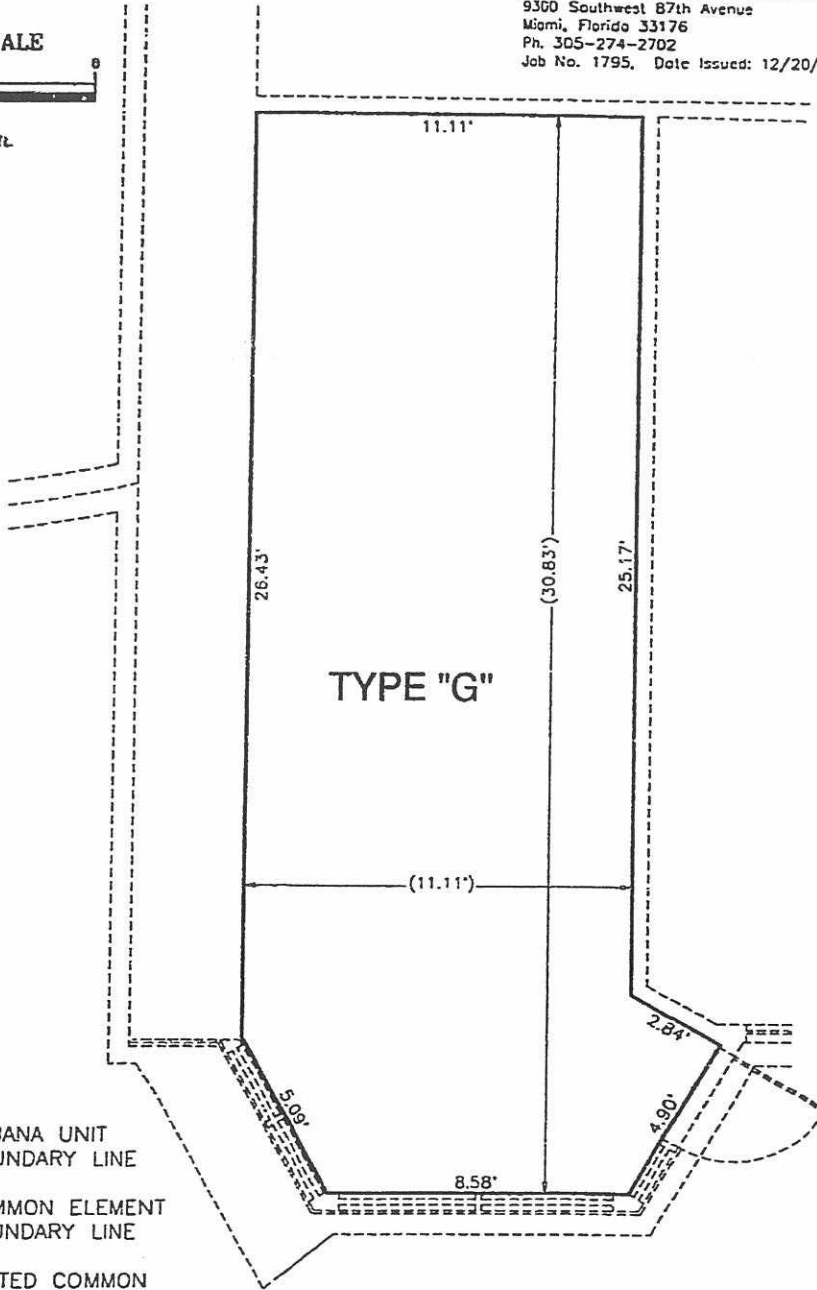
Ph. 305-274-2702

Job No. 1795, Date Issued: 12/20/96

GRAPHIC SCALE



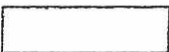
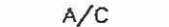


(IN FEET)
1 inch = 4 ft.



TYPE "G"

LEGEND:

-  CABANA UNIT BOUNDARY LINE
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS
-  AIR CONDITIONER

CABANA TYPE "G"

THE PINNACLE CONDOMINIUM

NOTE:

There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension

9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTUAL PARTNERSHIP.

9300 Southwest 87th Avenue

Miami, Florida 33176

Ph. 305-274-2702

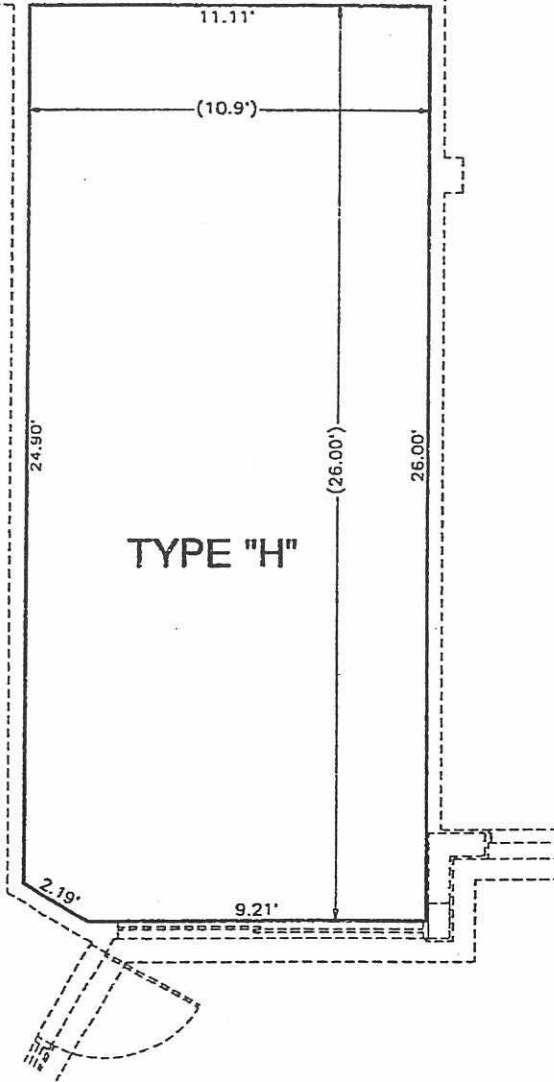
Job No. 1795, Date Issued: 12/20/96

GRAPHIC SCALE





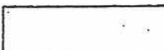
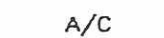
(IN FEET)

1 inch = 4 ft.



TYPE "H"

LEGEND:

-  CABANA UNIT BOUNDARY LINE
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS
-  A/C AIR CONDITIONER

CABANA TYPE "H"

Cod. No. 980402048 Dwg. No. 10/21/98 3:35p

THE PINNACLE CONDOMINIUM

NOTE:

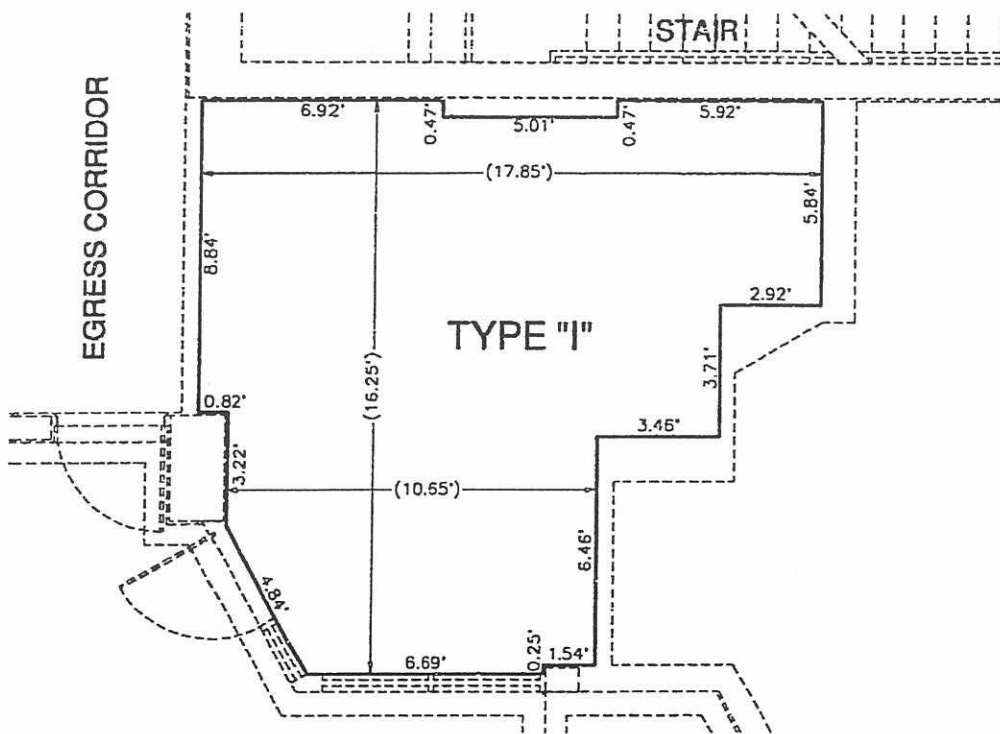
There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings by THE SIEGER ARCHITECTURAL PARTNERSHIP,
 9300 Southwest 87th Avenue
 Miami, Florida 33176
 Ph. 305-274-2702
 Job No. 1795, Date Issued: 12/20/96




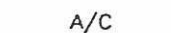
GRAPHIC SCALE



(IN FEET)
 1 inch = 4 ft.



LEGEND:

-  CABANA UNIT BOUNDARY LINE
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS
-  AIR CONDITIONER

CABANA TYPE "I"

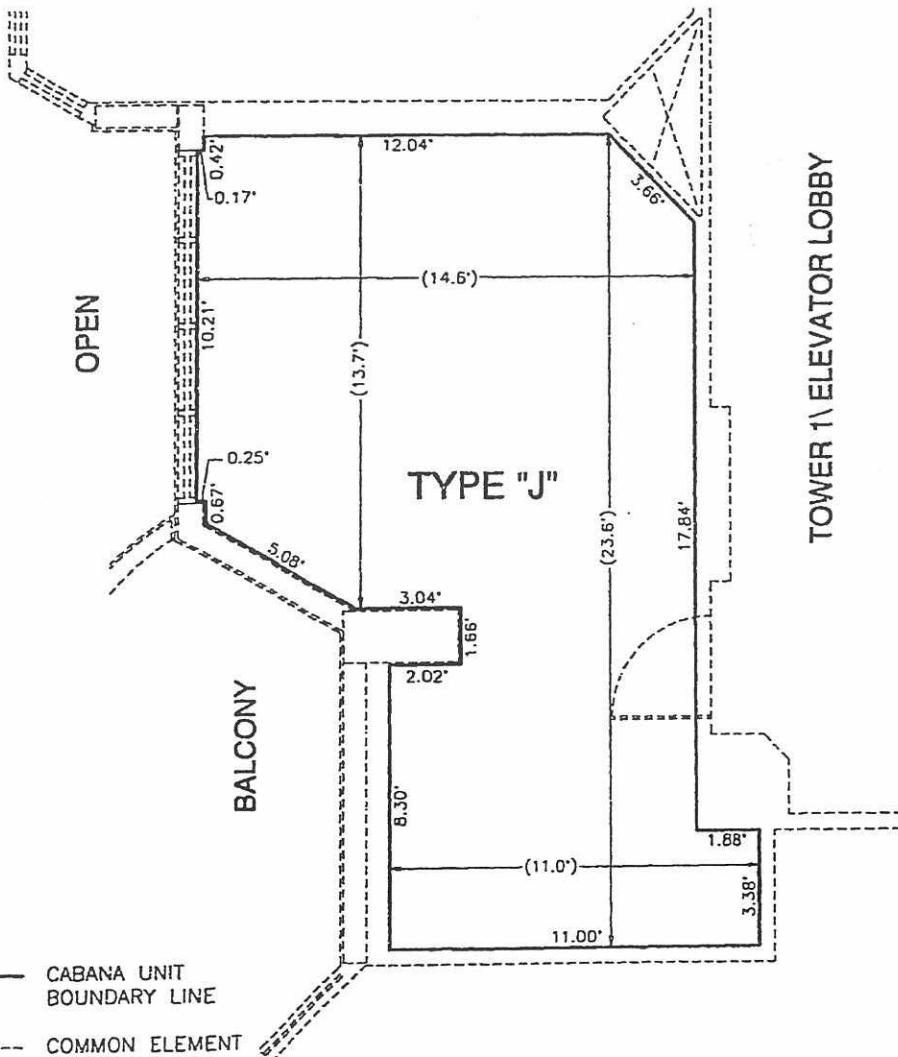
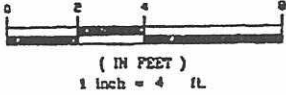
THE PINNACLE CONDOMINIUM

NOTE:



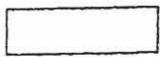
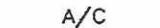
There may exist some variation between the proposed improvements and the improvements as constructed.

(9.00') = Indicates Measured Dimension
 9.00' = Indicates Dimension per architectural drawings
 by THE SIEGER ARCHITECTURAL PARTNERSHIP.
 9300 Southwest 87th Avenue
 Miami, Florida 33176
 Ph. 305-274-2702
 Job No. 1795. Date Issued: 12/20/96

GRAPHIC SCALE



LEGEND:

-  CABANA UNIT BOUNDARY LINE
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENTS
-  AIR CONDITIONER

CABANA TYPE "J"

Date Printed: 10/20/98 5:05p
 Cad No. 98042208 DWG BY: CAO

Exhibit "3"

THE PINNACLE CONDOMINIUM

Percentage Shares of Ownership of Common Elements and Common Surplus and of Sharing of Common Expenses

Unit Type	% Share	No.	% Share/Type
A(02)	0.35143 x	29	=
A	0.35187 x	43	=
B1A	0.40885 x	52	=
B2A	0.41241 x	19	=
B1B	0.40884 x	8	=
B2B	0.41241 x	4	=
C	0.45982 x	23	=
C Rev	0.45848 x	36	=
G	0.41375 x	1	=
A2	0.42287 x	8	=
A2 Mod	0.42243 x	4	=
A4	0.45292 x	1	=
A4 Mod	0.47339 x	1	=
A5	0.56033 x	6	=
A5 Mod	0.35989 x	2	=
A6	0.49276 x	2	=
A6 Mod	0.49231 x	1	=
C1	0.46872 x	1	=
C1 Rev	0.46738 x	1	=
2705	0.96704 x	1	=
3901	0.90516 x	1	=

244

100.000000

Identification of Units by Unit Type:

Unit Type	Units
A(02)	Those units ending in 02 located on floors 3 through 32, inclusive
A	Those units ending in 04 located on floors 3 through 27, inclusive Those units ending in 06 located on floors 3 through 22, inclusive
B1A	Those units ending in 03 located on floors 3 through 32, inclusive Those units ending in 05 located on floors 3 through 26, inclusive
B2A	Those units ending in 07 located on floors 3 through 22, inclusive
B1B	3303, P-3, UP-3, TS-3, 2805, P-5, UP-5, TS-5
B2B	2307, P-7, UP-7, TS-7
C	208-2308, P-8, UP-8
C Rev	301-3801, UP-1
G	206
A2	Those units ending in 06 located on floors 23 through 26, inclusive Those units ending in 04 located on floors 28 through 31, inclusive
A2 Mod	Those units ending in 02 located on floors 33 through 36, inclusive
A4	3702
A4 Mod	3204
A5	2806, P-6, UP-6, 3304, P-4, UP-4
A5 Mod	3802, UP-2
A6	TS-6, TS-4
A6 Mod	TS-2
C1	TS-8
C1 Rev	TS-1
2705	2705
P-1	3901

Note: Each Unit's percentage interest in the Common Elements and Common Surplus and percentage share of the Common Expenses has been computed, as to the Units only, based upon the relative sizes of the Units.

**BY-LAWS
OF
THE PINNACLE CONDOMINIUM ASSOCIATION, INC.**

*A corporation not for profit organized
under the laws of the State of Florida*

1. **Identity.** These are the By-Laws of THE PINNACLE CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.
 - 1.1 **Fiscal Year.** The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.
 - 1.2 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. **Definitions.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration for The Pinnacle Condominium, unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.**
 - 3.1 **Annual Meeting.** The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of December following the year in which the Declaration is filed.
 - 3.2 **Special Meetings.** Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated operating budget, reference should be made to Section 10.1 of these By-Laws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these By-Laws.
 - 3.3 **Participation by Unit Owners.** Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an Unit Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting, may do so, provided that the Unit Owner has filed a written request with the Secretary of the Association not less than 48 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:
 - (a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;
 - (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.
 - (c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

- (d) At least 48 hours prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

- 3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be hand delivered or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice for either special or annual meetings, which notice shall incorporate an identification of agenda items, shall be effected not less than fourteen (14) continuous days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of members' meetings shall be posted.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

- 3.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast in excess of 33 1/3% of the votes of members entitled to vote at the subject meeting.

3.6 Voting.

- (a) Number of Votes. Except as provided in Section 3.11 hereof, and except when the vote is to be determined by a percentage of shares of ownership in the Condominium (as contemplated in specific portions of the Declaration), in any meeting of members, the Owners of each Unit shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.
- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.
- (c) Voting Member. If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a

change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.7 Proxies. Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. Limited proxies shall be permitted for votes taken to: waive or reduce reserves; waive financial statements; amend the Declaration, Articles or By-Laws; or for any other matter requiring or permitting a vote of Unit Owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.
- 3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.9 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Call to order by President;
 - (b) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
 - (c) Appointment of inspectors of election;
 - (d) Counting of Ballots for Election of Directors;
 - (e) Proof of notice of the meeting or waiver of notice;
 - (f) Reading of minutes;
 - (g) Reports of officers;
 - (h) Reports of committees;
 - (i) Unfinished business;
 - (j) New business;
 - (k) Adjournment.
- Such order may be waived in whole or in part by direction of the chairman.
- 3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which all members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors must be natural persons who are 18 years of age or older. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). Directors may not vote at Board meetings by proxy or by secret ballot.

4.2 Election of Directors. Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. Not less than sixty (60) days prior to a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days prior to the scheduled election. Together with the notice of meeting and agenda sent in accordance with Section 3.4 above, the Association shall then mail or deliver a second notice of the meeting to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, which must be furnished by the candidate to the Association not less than thirty five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

The election of directors shall be by written ballot or voting machine. Proxies shall in no event be used in electing the Board at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a director, in the manner provided by the rules of the Division. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting.

Notwithstanding the provisions of this Section 4.2, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by members (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors at any Board meeting (even if the remaining Directors

constitute less than a quorum), provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof shall be filled by the Developer without the necessity of any meeting.

- (b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.
- (c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment. The directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.
- 4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Meetings of the Board of Directors may be held by telephone conference, with those Directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used so that the conversation of those Directors attending by telephone may be heard by the Directors and any Unit Owners attending such meeting in person. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt

by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act. A Director or member of a Committee of the Board of Directors may submit in writing his/her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may not be used for the purposes of creating a quorum.

- 4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.
- 4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).
- 4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.
- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).
- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Reports of officers and committees;
 - (d) Election of officers;
 - (e) Unfinished business;
 - (f) New business;
 - (g) Adjournment.
- Such order may be waived in whole or in part by direction of the presiding officer.
- 4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 4.14 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.
- 4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units in the Condominium. When Unit Owners other than the Developer own fifteen percent (15%) or

more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors: (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven (7) years after recordation of the Declaration, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer may transfer control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to subparagraph (g), which may be ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable to the Condominium:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute book, including all minutes, and other books and records of the Association.
- (e) Any rules and regulations which have been adopted.
- (f) Resignations of resigning officers and Board members who were appointed by the Developer.
- (g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments.
- (h) Association funds or the control thereof.

- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.
- (k) A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Condominium and/or Association Property.
- (l) Insurance policies.
- (m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.
- (n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (q) Leases of the Common Elements and other leases to which the Association is a party, if applicable.
- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (s) All other contracts to which the Association is a party.

5. Authority of the Board.

5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining all Common Elements and the Association Property.
- (b) Determining the expenses required for the operation of the Association and the Condominium.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 14 hereof.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.

- (g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee.
- (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (j) Obtaining and reviewing insurance for the Condominium and Association Property.
- (k) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of Condominium and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine may exceed \$100.00 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a Unit.
- (n) Purchasing or leasing Units for use by resident superintendents and other similar persons or for the general use and enjoyment of the Unit Owners.
- (o) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of Common Elements (if the need for the funds is unanticipated) or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit.
- (p) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium and Association Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these By-Laws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Executing all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and

in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

- (s) The duty and obligation to comply with any requirements of any Federal, State or local rule, regulation, ordinance, code, project or agreement, relating to the installation, maintenance, repair, restoration, renourishing and/or replacing of the beach/dune system, any seawall, and any crosswalk/boardwalk to and from the beach now or hereafter located upon or adjacent to (even if beyond the legal boundaries of) the Condominium Property.
- (t) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (u) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

- 5.2 Contracts. Any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate exceeding \$5,000.00, the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager, engineering and landscape architect services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/partnership/trust Unit Owners).
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

- 6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.15 hereof and by law.
7. Fiduciary Duty. The officers and directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, director or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director or manager who knowingly so solicits, offers to accept or accepts any thing or service of a value exceeding \$100.00 shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.
8. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
9. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.
10. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

10.1 Budget.

(a) Adoption by Board: Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for all Condominiums governed and operated by the Association (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium(s) and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves or reduce the funding of reserves for the first two (2) years of operation of the Association, after which time, reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for any other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be hand delivered to each Unit Owner or mailed to each Unit Owner (at the address last furnished to the Association) not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.
- (ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than a majority of all the Units (including Units owned by the Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.
- (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.
- (iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.
- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 10.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

10.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 10.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

10.3 Special Assessments and Assessments for Capital Improvements. Special Assessments and Capital Improvement Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific

purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

- 10.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance. Reserve and operating funds of the Association shall not be commingled unless combined for investment purposes, provided that the funds so commingled shall be accounted for separately and the combined account balance of such commingled funds may not, at any time, be less than the amount identified as reserve funds in the combined account.
- 10.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the balance of the current budget years' Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the current budget years' Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.
- 10.6 Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.
- 10.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;

- (i) Administrative and salary expenses; and
 - (j) Reserves for capital expenditures, deferred maintenance and any other category for which the Association maintains a reserve account or accounts.
- 10.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.
- 10.9 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.
11. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
12. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.
13. Amendments. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:
- 13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
 - 13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:
 - (a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or
 - (b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained.
 - 13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.
 - 13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.
14. Rules and Regulations. Attached hereto as Schedule "A" and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium and Association Property. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date

thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

15. Official Records. From the inception of the Association, the Association shall maintain for the condominium, a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;
- (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
- (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
- (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years.
- (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;
- (h) All current insurance policies of the Association and of all Condominiums operated by the Association;
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
- (j) Bills of Sale or transfer for all property owned by the Association;
- (k) Accounting records for the Association; and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:
 - (i) Accurate, itemized, and detailed records for all receipts and expenditures.
 - (ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 - (iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
 - (iv) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;
- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections which shall be maintained for a period of 1 year from the date of the meeting to which the document relates.
- (m) All rental records where the Association is acting as agent for the rental of Units.
- (n) A copy of the current Question and Answer Sheet, in the form promulgated by the Division, which shall be updated annually.
- (o) All other records of the Association not specifically listed above which are related to the operation of the Association.

The official records of the Association shall be maintained in the County in which the Condominium is located, or if in another county, then within twenty five (25) miles of the Condominium.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the time, location,

notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within five (5) working days after receipt of a written request therefor shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, By-Laws and rules, and all amendments to the foregoing, as well as the Question and Answer Sheet and year-end financial information required by the Act to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same.

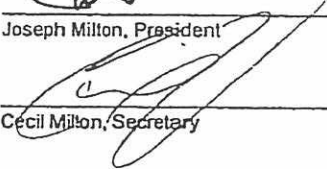
- 16. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Units to the applicable condominium fire and life safety code.
- 17. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
- 18. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

The foregoing was adopted as the By-Laws of THE PINNACLE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, as of the 14 day of OCTOBER, 1998.

Approved:



Joseph Milton, President



Cecil Milton, Secretary

ARTICLES OF INCORPORATION
FOR
THE PINNACLE CONDOMINIUM
ASSOCIATION, INC.

98 OCT 14 PM 12:30
SECRETARY OF STATE
TALLAHASSEE, FL
FILED

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation shall be THE PINNACLE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

ARTICLE 2
OFFICE

The principal office and mailing address of the Association shall be at 3211 Ponce de Leon Boulevard, Suite 301, Coral Gables, Florida 33134, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

ARTICLE 3
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Dade County, Florida, and known as THE PINNACLE CONDOMINIUM (the "Condominium").

ARTICLE 4
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Dade County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5
POWERS

The powers of the Association shall include and be governed by the following:

- 5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws or the Act.
- 5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:
 - (a) To make and collect Assessments and other charges against members as Unit Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.

- (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property, and other property acquired or leased by the Association.
 - (d) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association Property and for the health, comfort, safety and welfare of the Unit Owners.
 - (f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
 - (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property and Association Property.
 - (h) To contract for the management and maintenance of the Condominium Property and/or Association Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
 - (i) To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.
 - (j) To execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, appoints and designates the Board of Directors of the Association as such Owner's agent and attorney-in-fact to execute, any and all such documents or consents.
- 5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.
- 5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).
- 5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

ARTICLE 6
MEMBERS

- 6.1 **Membership.** The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.
- 6.2 **Assignment.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 6.3 **Voting.** On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.
- 6.4 **Meetings.** The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 7
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 8
INCORPORATOR

The name and address of the Incorporator of this Corporation is:

<u>NAME</u>	<u>ADDRESS</u>
Joseph Milton	3211 Ponce de Leon Boulevard Suite 301 Coral Gables, Florida 33134

ARTICLE 9
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

Joseph Milton	3211 Ponce de Leon Boulevard Suite 301 Coral Gables, Florida 33134
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Vice President:

Rex Barker	3211 Ponce de Leon Boulevard Suite 301 Coral Gables, Florida 33134
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Secretary-Treasurer:

Cecil Milton	3211 Ponce de Leon Boulevard Suite 301 Coral Gables, Florida 33134
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**ARTICLE 10
DIRECTORS**

- 10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association.
- 10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.
- 10.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 10.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Joseph Milton	3211 Ponce de Leon Boulevard Suite 301 Coral Gables, Florida 33134
Rex Barker	3211 Ponce de Leon Boulevard Suite 301 Coral Gables, Florida 33134
Cecil Milton	3211 Ponce de Leon Boulevard Suite 301 Coral Gables, Florida 33134

- 10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

**ARTICLE 11
INDEMNIFICATION**

- 11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with

the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

- 11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- 11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:
- (a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
 - (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
 - (c) By independent legal counsel:
 - (i) selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
 - (ii) if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
 - (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.
- 11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

- 11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.
- 11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:
- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
 - (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
 - (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.
- 11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.
- 11.9 Application to Court. Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:
- (a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
 - (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 11.7; or
 - (c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or

proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of noto contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

- 11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.
- 11.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE 12 BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 13 AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- 13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).
- 13.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 5.3, 5.4 or 5.5 or Article 5, entitled "Powers", without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.
- 13.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.
- 13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the

Secretary of State shall be recorded in the public records of Dade County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

ARTICLE 14
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 3211 Ponce de Leon Boulevard, Suite 301, Coral Gables, Florida 33134, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Joseph Milton.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.



Joseph Milton, Incorporator

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

First - That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Dade, State of Florida, the Association named in the said articles has named Joseph Milton, located at 3211 Ponce de Leon Boulevard, Suite 301, Coral Gables, Florida 33134, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



Joseph Milton, Registered Agent

DATED this 12 day of October, 1998.

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLANS BY 316 PAGE 15

HARVEY RUVIN, CLERK,
CIRCUIT & COUNTY COURTS
BY Josanne J. [Signature] D. C.

FILED
98 OCT 14 PM 12:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK

SCHEDULE "A"
TO
BY-LAWS

RULES AND REGULATIONS

FOR

THE PINNACLE 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.
2. The personal property of Unit Owners and occupants must be stored in their respective Units.
3. 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.
4. 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.
5. 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.
6. 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.
7. No repair of vehicles shall be made on the Condominium Property.
8. 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.
9. No sign, advertisement, notice or other graphics or lettering 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. Additionally, 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.
10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
11. 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. Such firm or individual shall be subject to the approval of the Association.
12. 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 removeable United States flag in a respectful way. 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.

13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium or Association Property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Condominium or Association Property.

14. 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.

15. 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.

16. 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:

- (a) 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 Condominium Property.
- (b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.

17. 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, in the sole discretion of the Board of Directors of the Association, 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, 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 hearing 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, association bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.
- (b) Hearing: The non-compliance shall be presented to the a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. 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 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.
- (c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- (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 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 Owner or occupant.

18. 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 therefor and good cause shown in the sole opinion of the Board.

This instrument was prepared by:
KAYE BENDER REMBAUM, P.L.
Kerstin Henze, Esq.
1200 Park Central Boulevard South
Pompano Beach, Florida 33064

CFN 2012R0296911
DR Bk 28087 Pgs 3360 - 3384; (25pgs)
RECORDED 04/26/2012 10:33:14
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

**CERTIFICATE OF RECORDING OF
AMENDED RULES AND REGULATIONS OF
THE PINNACLE CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Rules and Regulations of The Pinnacle Condominium Association, Inc., amend those Rules recorded in Official Records Book 22008 at Page 4202 of the Public Records of Miami-Dade County, Florida and are an exhibit to the Declaration of Condominium recorded in Official Records Book 18334 at Page 990 of the Public Records of Miami-Dade County, Florida, was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 11 day of April, 2012, at _____, Miami-Dade County, Florida.

By: Timothy C. Heberlein

Print: TIMOTHY C. HEBERLEIN

Attest: Jeffrey Gesser

Print: Jeffrey Gesser

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 11 day of April, 2012 by Timothy Heberlein as President and Jeffrey Gesser as Secretary of The Pinnacle Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:



Jason L. Cintron
COMMISSION # EE 146072
EXPIRES: DEC. 09, 2015
WWW.AARONNOTARY.COM

sign [Signature]

print JASON CINTRON

State of Florida at Large

My Commission Expires:

*The Pinnacle Condominium
Association*

Rules and Regulations



Updated April 1, 2012

NOTE:

This document does not contain all the Rules, Regulations and Requirements of the Pinnacle Condominium Association. Please consult your Pinnacle Condominium Documents for other Rules, Regulations, and Requirements.

THE PINNACLE CONDOMINIUM ASSOCIATION
RULES & REGULATIONS
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APPENDIX

A. GENERAL

1. EMPLOYEES AND BOARD OF DIRECTORS

- 1.1 Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors, through management, shall be solely responsible for directing and supervising employees of the Association. Employees of the Association are NOT permitted at any time, during or after working hours, to perform any work, including minor work, for the Residents or to solicit work from the Residents. This restriction applies to person providing a service to the Pinnacle Condominium, including, but not limited to maintenance and cleaning personnel, front desk and security staff, valet attendants, management office staff, etc.
- 1.2 Management is responsible for obtaining written acknowledgement from each person or companies providing the above services to the Pinnacle Condominium, where it will be made clear that any violation of this rule shall result in the immediate terminate of that person or company's service to the Pinnacle Condominium.

All regulations regarding the common areas, including the beach, shall be enforced by Building Security and the Sunny Isles Police Department.

2. MOVE-INS, MOVE-OUTS AND DELIVERIES

- 2.1 All move-ins, move-outs, and deliveries, must be scheduled with the Management Office.
- 2.2 Receiving hours are the following: Monday through Friday, 9:00AM – 5:00PM. No weekend or holiday, as observed by Pinnacle Management, deliveries, or moving materials out is permitted. During this time, the Receiving Entrance is to remain closed. If you have large objects that you want to take to or from the building, it must be able to fit on the luggage/grocery carts; and you must use valet services. This transport of materials should be kept to a minimum. Remember all moves or deliveries are to occur from 9:00AM – 5:00PM Monday through Friday.
- 2.3 Please schedule the delivery of all valuables at a time when you will be available to take immediate receipt of them. This will save you and the staff time and concern. A receipt authorization form, which can be obtained from the management office, needs to be completed and signed before deliveries are accepted in your absence.
- 2.4 Notice for Move-ins and Move outs must be given at least seven (7) days prior in order to properly schedule a reservation for the service elevator. Any other deliveries must be scheduled not less than 24 hours in advance.
- 2.5 Access to the building by a contractor, vendor, or service person is obtained by first scheduling their arrival with the office and filling out a contractor authorization form.
- 2.6 Moving vehicles are permitted to park in designated areas only and must not park on the entrance drive or obstruct any parking areas.
- 2.7 One service elevator in each tower (north elevator) has been designated for move-ins, move-outs and deliveries. Exclusive use of the elevator is not possible.
- 2.8 All work including cutting, painting, carpentry, etc. must be performed in the apartment or off the premises. The foyers and hallways are not available as a work area.
- 2.9 Boxes can be disposed of properly by being broken down and brought to the dumpster rooms in the garage on the service level.
- 2.10 Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries. For move-ins and move-outs, a refundable security deposit of \$1,000 and a \$125 moving fee must be paid and left with the management office. Deliveries, as determined by Management, require a refundable deposit of \$1,000.00.
- 2.11 Should any resident or delivery company need the elevator hatch opened in order to complete a delivery, they must contact the Management Office in order to schedule a technician to manually run the elevator. Miami Elevator charges a \$200/hr for this service which will be billed directly to the resident.

3. VISITORS, GUESTS AND LIVE-IN GUESTS, PARKING

- 3.1 Unit Owners must notify the management office if you plan to have non-residents or guests reside in your home. Owners will be held liable for any damages, actions, noise, etc. that may be incurred by lessee, guest or relative. If they have a car, it must be registered in the main office.
- 3.2 Parking and Vehicle Registration. For registered guests, who park their car in excess of fourteen (14) days, there is a weekly fee \$25.00, for each week or portion thereof, that they park their car on Pinnacle Property. The one exception would be that, if the host resident had not used up their allocation of parking spaces, there would be no fee.
- 3.3 Upon arrival all guests must register at the front desk when visiting. Residents will be contacted by the front desk via telephone upon the arrival of guests. Residents must be home to authorize visitors in order to allow them access in to the building. Should residents wish to receive their guests elsewhere in the building other than to their unit, they must advise the front desk and inform them of the guest name(s) and estimated time of arrival.
- 3.4 An emergency contact form must be completed for any person providing regular domestic service.
- 3.5 A maximum number of 2 guest vehicles per unit will only be allowed to Valet Park on the Pinnacle Property during federal holidays and other dates determined by Pinnacle Management during the Peak Season considered November to April.
- 3.6 A Visitor is defined as a person that visits a Resident for the day and intends to use the common area facilities and services provided by the Pinnacle Condominium. This person shall be given a Visitor's Pass by the front desk, provided the Resident is in residence at the Pinnacle Condominium. The Visitor Pass shall provide language that the Visitor is authorized to use the common area facilities and services of the Pinnacle Condominium only when accompanied by one of the Residents of the Unit that authorized his or her access as a Visitor. Only Residents 12 years old and older can authorize a Visitor Pass.
- 3.7 A Guest is defined as a person that visits a Resident for a period up to 7 nights and intends to use the common area facilities and services provided by the Pinnacle Condominium. This person shall be given a Guest Pass by the front desk, provided the Resident authorizes it and the resident is in residence at the Pinnacle Condominium or the Guest has a key to the Resident's Unit. The Guest Pass shall provide language that the Guest is authorized to use the common area facilities and services of the Pinnacle Condominium at any time while the Guest Pass is valid, subject to the Rules and Regulations of the Pinnacle Condominium. Only Residents 18 years old and older can authorize a Guest Pass. A Guest Pass can only be renewed one time for a period of up to an additional 7 days. Guest Passes are limited to the maximum number of Residents listed for a particular Unit. For example if a Three (3) bedroom Unit has 6 Residents listed with the Pinnacle Condominium, that Unit is not allowed to have more than two (2) additional Guest Passes issued at any one time, because the maximum number of total residents (and their guests) for a three (3) bedroom Unit is 8 people. (See 2.4 below).
 - Guests and visitors must present picture ID to receive passes.
 - Guests must carry their Guest Pass with them at all times while utilizing the common area facilities and services of the Pinnacle Condominium. Without a Guest Pass, a Guest shall be denied service and access to the Common Areas.
- 3.8 A Resident is defined as the Owner or Tenant of the Unit and the person(s) living with them. A tenant (or lessee) has certain restrictions as stated in lessee sections. Residents may occupy their Unit on a full-time or part-time basis. Nurses, Caretakers, Housekeepers and Nannies, maybe listed as Residents but are not allowed to use the common area facilities or services of the Pinnacle Condominium unless accompanied by one of the Residents that is not a Nurse, Caretaker, Housekeeper or Nanny.
- 3.9 Regardless whether the Unit is owned or leased through a corporation, there can only be a maximum of 6 people listed as Residents (and Guests) of a two (2) bedroom Unit at any one time and a maximum of 8 people listed as Residents (and Guests) of a three (3) bedroom Unit at any one time.
- 3.10 Residents, Guests and Visitors are subject to obey all the Rules and Regulations of the Pinnacle Condominium, especially those that apply to Pool Service, Beach Service and Parking.

- 3.11 Parking for Visitors shall be at no additional cost to the Resident, except when a special event is take to place where additional valet attendants may be needed. Each Resident must consult with Management as to the then current additional parking rates for special events.

Residents and Guests that are in need of additional parking spaces than those assigned to a particular Unit, as per paragraph B 3.2 of the Rules and Regulations of the Pinnacle Condominium, shall pay the Pinnacle Condominium the sum of \$50 per week, without pro-rations. The Association shall bill this amount to the Unit Owner and/or Tenant on a quarterly basis.

- 3.12 Resident and Guest Forms must be used to properly register a Guest or another Resident. This Form shall indicate that the person signing the Form attests that neither the Guest nor any other Resident are paying rent for the use of the Unit.
- 3.13 Any person at the Pinnacle Condominium, unless an employee or a company providing services to the Pinnacle Condominium, must be a Visitor, Guest or Resident. A person coming to the Pinnacle Condominium to provide services, other than employees and full-time service contractor personnel) must be registered as Visiting Contractor, by surrendering to the front desk staff a driver license. Visiting Contractors do not have the privilege to use any of the common area facilities or services of the Pinnacle Condominium. Repeat Visiting Contractors must register daily with the front desk and can only access the Pinnacle Condominium between the hours of 9:00 AM and 5:00 PM Monday through Friday, except for federal holidays. Visiting Contractors must carry their Visitor Contractor Pass with them at all times while at the Pinnacle Condominium and must return such pass before leaving the premises, at which time, their driver licenses shall be returned. All Visiting Contractors must be licensed and insured according to federal, state and local regulations and are subject to the Rules & Regulations of the Pinnacle Condominium.
- 3.14 All visitors and guests will be charged for valet service. The fee schedule is below:

- 0-30 Minutes is complimentary
- Daily after 30 minutes: \$3.00
- Overnight (any vehicle after 2:01AM): \$6.00
- Realtors who are showing a unit at the Condominium to prospective purchasers or tenants will be given 1 hour complimentary valet service with proof of Real Estate and/or Realtor License. Realtors must have their valet tickets validated by Front Desk.

4. PARENTAL RESPONSIBILITIES

- 4.1 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 recreation facilities.
- 4.2 Children may not play in the halls, elevators, or lobbies.
Young children under the age of (12) must be accompanied by an adult in the pool and common areas.
- 4.3 For the first offense there will be a verbal warning to the parents; for the second offense a letter will be sent to the parents; for the third offense there will be a meeting with the parents and their child; the Manager and a Board Member. If the problem continues, fines and whatever other action that the Board deems necessary will be taken.

5. RESTRICTIONS ON PETS

- 5.1 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.
- 5.2 Dogs and cats shall not be permitted outside of their owner's Units unless attended by an adult and on a leash not more than six (6) feet long. There is one designated area for pets to relieve themselves and that is the "Pet

Walk" at the south end of the property adjacent to the building. Pets are not permitted to roam freely or relieve themselves, on Pinnacle property, other than in the designated "Pet Walk" area. 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 Condominium property.

- 5.3 Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
- 5.4 All residents are required to obtain written approval from the Pinnacle Condominium Association Board of Directors before any pet, such as birds, dogs, or cats can be kept in the building. Register your pet with the Association Manager's office, including a picture.
- 5.5 Pets must be carried at all times within the common areas of the building and avoid the front desk area.
- 5.6 Not more than one (1) domesticated pet (i.e. dog or cat) at a restricted weight of twenty-five (25) pounds at full grown maturity may be kept in a unit at any one time and then only if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, and (iii) generally not a nuisance to residents of other units or of neighboring buildings. A violation shall entitle the association to require any pet to be permanently removed from the Condominium Property.
- 5.7 The first time a complaint is received about a dog barking, on the balcony or elsewhere, or a dog being walked in areas other than the designated grounds a letter of complaint is to be sent to the owner. The second time there is a complaint, a letter is sent with a \$100.00 fine. The third time there is a complaint; a letter is to be sent from the association attorney, requesting the removal of the dog.

6. SOLICITATION

- 6.1 Solicitations by residents for charity or any other purpose must be authorized in advance by the Pinnacle Condominium Association Board of Directors.

7. REGISTERING IN A GUEST – IF UNDER 18 YEARS OF AGE

- 7.1 Residents under the age of 18 may not authorize Guest Passes and privileges.

8. CONDITIONS ON GUESTS – IN AN OWNER'S ABSENCE

- 8.1 In an owner's absence, a guest (other than immediate family), may only be allowed to stay in any unit for no more than 5 consecutive days, and no more than 14 days in any one calendar year. (Immediate family is defined as mother, father, sister, brother or children.)
- 8.2 All residents are required to complete an Application for Guest Occupancy and required to pay a Guest Administrative Fee of \$250, in advance, subject to the terms of the Application.
- 8.3 All guests must be interviewed by a member of the Board at the onset of their arrival to Pinnacle.
- 8.4 Regardless of the number of guests, the guests are restricted to parking for only one car. And, this is only if the Owners have not used up their allocation of parking spaces for their unit. The parking fee is \$25 (included in the Guest Administrative Fee).
- 8.5 As seen under A.9. Use of Facilities by Guests, these guests cannot have guests to use any of the facilities nor can they offer Pinnacle Parking for their guests.
- 8.6 Guests/visitors staying at the Pinnacle property must be registered with Management through the front desk in order to use the facilities at the Pinnacle. If a guest/visitor is not staying at the property (and not registered), the unit owner must be with the guest/visitor during the use of any amenities at the Pinnacle.

9. USE OF FACILITIES BY GUESTS

- 9.1 Only Unit Owners & Renters, their parents and children and registered live-in residents can freely use our facilities and sign out towels etc. All others must have a guest pass, issued from the front desk and requested by a Unit Owner & Renter, in order to use the Pinnacle facilities.
- 9.2 Registered guests and Non-Resident Parents and Children of Unit Owners & Renters are not permitted to bring additional guests.

- 9.3 An Owner & Renter cannot request a guest pass for time period longer than one (1) week.
- 9.4 Guests and Non-Resident parents and children, of unit owners and renters, are not able to use the parking, for their guests at the Pinnacle. The only one that can validate valet parking for guests are unit owners and renters and their registered live-in residents.
- 9.5 Owners, relatives and guests of owners may not be added as guests of lessees and cannot use the common areas.
- 9.6 Guests or visitors of lessees will not be allowed on the premises if the lessee is not present at the Pinnacle.
- 9.7 If the lessee leaves prior to the expiration of the lease, the unit owner may not release the unit until the expiration of the original lease.

10. NAME ON "RESIDENT DIRECTORY" AND THEIR USE OF FACILITIES

- 10.1 Other than owners/renters, their parents and children, and registered live in residents; the remainder of people, listed on the "Resident Directory", can have access to the Pinnacle and the apartment listed but not the facility unless a guest pass has been issued on behalf of the owner/renter.

11. TIME LIMITATION ON TRADES WORKING IN APARTMENTS

- 11.1 Trades people are not permitted to work, in apartments, on the week-ends or Holidays, except for emergencies.
- 11.2 On week-days, Trades people are not to enter the building until 9:00a.m. and must be out of the building by 5:00p.m.

B. COMMON AREAS & OTHER ASSOCIATION PROPERTY

1. OBSTRUCTIONS

- 1.1 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 purpose.
- 1.2 Do not leave your belongings unattended in hallways, elevators, lobbies, or other common areas. The Association cannot be responsible for such items

2. SIGNAGE

- 2.1 No sign, advertisement, notice or other graphics or lettering 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 or the Board of Directors of the Association. Additionally, 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.
- 2.2 Residents may not post signs on the Pinnacle property. A bulletin board serves for the use of official Board approved announcements. It is located in the mailroom, adjacent to the lobby. A bulletin board for the use of Pinnacle residents for special or individual announcements or notices is available and such signage is subject to the approval of Pinnacle management.

3. PARKING AND VEHICLE REGISTRATION

- 3.1 Every vehicle parking in the Pinnacle parking garage must clearly display a parking decal provided by the Pinnacle Condominium Association (PCA), which corresponds to the number on the parking space in which the vehicle is parked.

- 3.2 The maximum number of additional vehicles that can be valet parked by any Unit without additional cost are: one (1) vehicle for a two bedroom Unit and two (2) vehicles for a three bedroom Unit. This applies to Residents and Guests. Excess vehicles will be charged a parking fee of \$50per week to the Unit Owner or Tenant.
- 3.3 The Vehicle Identification Form must include (a) the vehicle owner's printed name and signature, (b) the Unit Owner's printed name and signature (if different from the vehicle owner), (c) the parking space number, (d) the Pinnacle unit number corresponding to the parking space, (e) the vehicle owner's and, if different, the Unit Owner's telephone number(s), (f) an emergency contact and telephone number, (g) the color of the vehicle, (h) the vehicle identification number, (i) the vehicle's state and license plate number and (j) the name of the company which insures the vehicle. The form must be fully completed before a parking decal is issued.
- 3.4 The Vehicle Identification Form must also include a legal disclaimer that (1) parking in the garage is at the owners risk and that neither the Pinnacle Condominium Association nor its management company accepts any responsibility beyond the extent of liability, if any, covered by the PCA insurance policy for vehicles parked in the garage or the contents of those vehicles and (2) clearly indicates that both levels of the parking garage may or may not be outside the "Coastal Construction Control Line".
- 3.5 Unit Owners who regularly use rental cars may receive one parking decal for each of their parking space upon completion of a Vehicle Identification Form that indicates the decal will be used for rental cars.
- 3.6 Vehicles parked in the parking garage and the outside parking areas by Valet must display a temporary tag hanging from the mirror, which identifies the parking space in which the vehicle is parked.
- 3.7 Vehicles parked in the parking garage and the outside parking areas without clearly displayed parking decals or authorized Valet tags corresponding to the parking space they are occupying, as well as vehicles which are not parked fully within the assigned parking space or are otherwise improperly parked, are subject to towing with all recovery, towing and storage expenses to be the responsibility of the owner of the vehicle.
- 3.8 "All parking on Pinnacle Property is subject to availability. The only exceptions are: (a) parking garage spaces that have been assigned to units and properly registered in the management office (no assignments, temporary or permanent, will be considered valid unless registered in writing in the management office.) (b) Spaces that are legally required for handicapped parking (c) hardship cases as approved in writing, in advance, by the Board of Directors and (d) spaces that may be reserved for authorized staff or employees.

NOTE: Pinnacle residents, waiting to be parked, will be given priority.

- 3.9 "All vehicles on Pinnacle property must be parked by the Pinnacle valet service. The only exceptions are: vehicles properly authorized to park in assigned interior parking garage space(s) (b) utility, government, emergency, landscaping, commercial vehicles, moving vans or authorized delivery vehicles, for short term parking or (c) hardship situations as approved in writing, in advance, by the Board of Directors."

NOTE: This rule requires contractors, workmen, domestics, real estate agents, massage therapists, tennis instructors as well as other such persons to have their vehicles valet parked. There will be no self-parking, "standing" or short-term parking except as specifically mentioned in the above rule.

- 3.10 The speed limit on all access roads and garage areas is (5) miles per hour.
- 3.11 No repair of vehicles shall be made on the Condominium property.
- 3.12 Due to space restrictions, boats, boat trailers, R.V.'s, motor homes or commercial vehicles are not permitted on the grounds without the prior written authorization of the Pinnacle Condominium Association Board of Directors.
- 3.13 To alleviate parking problems, as determined by Manager and or the Association Board, valets may use owner designated parking spots, if it is reasonably assumed in advance that said owner is out of town and will not require his/her parking spots. Should an owner arrive, the valet would immediately remove the car. (Owners do have the right to refuse their space to be used for overflow parking).
- 3.14 The definition of a vehicle includes, not only automobiles, but also motorcycles and all modes of transportation that require a motor license.

4. USE OF COMMON AREA FOR PARTIES AND FUNCTIONS

Please refer to Appendix B and Appendix C for Further Information

5. BEACH AND POOL RULES

- 5.1 Beach chairs, lounge pads, towels, umbrellas and cabana hoods will be available to unit owners and registered guests on a "first come, first served" basis. No advanced reservations will be permitted.
- 5.2 Equipment is only available during hours when an attendant is on duty.
- 5.3 Guests must register at the Lobby Desk each day for guest passes which will allow them to check out 1 chair, 1 pad, 1 towel, and 1 umbrella per guest pass. Residents must be present, or have given written communication, before a guest pass is assigned to a guest. ‘
- 5.4 Pool and Beach Service shall be as follows: three (3) bedroom Units shall be allowed the use of up to 8 chairs, 8 pads, 8 towels and 4 umbrellas and two (2) bedroom Units shall be allowed the use of up to 6 chairs, 6 pads, 6 towels and 3 umbrellas. These restrictions shall be reduced to during holidays and high peak season, as determined solely by Management, as follows: three (3) bedroom Units shall be allowed the use of up to 6 chairs, 6 pads, 6 towels and 3 umbrellas and two (2) bedroom Units shall be allowed the use of up to 4 chairs, 4 pads, 4 towels and 2 umbrellas. The above restrictions apply to all Residents, Guests and Visitors. Units not utilizing their allotment cannot allow other Units to increase the number of chairs, pads, towels or umbrellas.
- 5.5 All chairs, pads, towels and umbrellas or cabana hoods must be signed out on form provided by beach/pool attendants. Towels must be returned to attendants at the end of the day. There will be a charge for each unreturned towel based on the actual cost at the time of the violation. Unit owners will be responsible for the equipment checked out to their guests. If a resident or guest does not return a towel(s): The first time, and if all towels are accounted for, a reminder letter is sent advising that resident/renter that all towels must be returned or they will be charged for the towel. The second offense, the resident/renter will be charged for the towels not returned. Until those towels are returned or paid for, the unit will not receive any additional towels.
- 5.6 Beach equipment, including towels, cannot be removed from the Pinnacle pool and the beach areas.
- 5.7 Chairs, pads, umbrellas and/or cabana hoods left unattended for more than one hour will become available unless the owner or guest specifically notifies beach attendant that they will return to use the equipment.
- 5.8 If no chairs are immediately available for a Pinnacle resident, upon request of the resident, the beach/pool attendant will acquire any chair that has been left unattended.
- 5.9 Beach/pool attendants will not be responsible for any items left unattended or removed from chairs.
- 5.10 All children (Ages 12 and under) must be accompanied by an adult at all beachside recreational Common Areas, including the Tennis Court, Gym/Spa, and the Children's room.
- 5.11 Swimmers must shower before entering the pool or spa.
- 5.12 No animals are allowed on the beachside recreational Common Areas.
- 5.13 No food or drink is allowed within 12 feet of the pool or spa.
- 5.14 No glass items are allowed on the beachside recreational Common Areas.
- 5.15 No children in diapers are allowed in the pool (swimeeze are acceptable). An adult must supervise infants in the pool at all times.
- 5.16 No one under the age of twelve (16) years old is allowed in the Jacuzzi/Hot Tub unless accompanied by an adult.
- 5.17 Nude swimming or sunbathing is not allowed on Pinnacle property.
- 5.18 Beach-goers must rinse sand off their feet before entering the pool area and the building
- 5.19 The Pool / Jacuzzi is not to be used from 10:00 pm to 6:00 am
- 5.20 Pool and pool deck games are allowed as long as those do not disturb Pinnacle Property and/or other Residents, Guests or Visitors. Any persons doing a pool game must refrain from doing so, should it become a nuisance to any of the Residents, Guests, or Visitors or should it at the sole discretion of Management be a hazard to Pinnacle Property. Damage to Pinnacle Property or its Residents, Guests or Visitors shall be the responsibility of the person(s) causing such damages and their parents.
- 5.21 Physical games such as baseball, soccer, football, ball throwing, etc. are not permitted at the pool deck level or anywhere, with the exception of the beach, on Pinnacle property. The one exception is games, in the pool, with inflatable beach balls.
- 5.22 The cushions, on beach chairs and the pool lounge chairs, must be covered with a Pinnacle assigned towel.
- 5.23 No musical instruments or sound systems, other than headsets, can be used at the pool deck.

- 5.24 In order to protect the integrity of the umbrellas and avoid bodily injuries that may be caused by blown away umbrellas, the use of the umbrellas will be temporarily discontinued when high winds exist. This decision will be at the sole discretion of Management.

6. RESTRICTED AREAS

No one is permitted access to restricted areas of the property, including the roof and areas under construction unless approved by Pinnacle management or a member of the Board of Directors and accompanied by Pinnacle security.

7. DAMAGE

- 7.1 Unit Owners accept financial responsibility for any damage done by themselves, their dependents, tenants or their guests to any part of the Condominium, or the Pinnacle property. This includes marking, engraving, denting, or defacing.

8. ATTIRE

- 8.1 In all Pinnacle common areas, residents and guest will wear appropriate attire that is consistent with common decency. In order to enhance the ambience of the main lobby, all Unit Owners, guests, residents and invitees are prohibited from entering the lobby or any area visible from the lobby, in bathing attire, or without shoes, shirt or other appropriate attire.

9. SMOKING

- 9.1 Smoking is not allowed in hallways, lobbies and pool deck. Smoking is not permitted in the spa or work out room or any other common area of the Pinnacle

10. BICYCLES, SCOOTERS, ROLLER BLADES, ETC.

- 10.1 Scooters, roller blades, bicycles, skateboards or other mechanical recreational equipment are not allowed to be used in the lobby, hallways, ocean-side pool deck or other Common Areas or Association Property.
- 10.2 Bicycles must use garage access to enter and depart the building.

11. TENNIS COURT RULES

- 11.1 Tennis courts are to be used only by Pinnacle unit owners and their registered guests.
- 11.2 Registered guests not playing with unit owners must yield to court to unit owner who are waiting.
- 11.3 There is a one-hour limit for unit owners when other unit owners are waiting.
- 11.4 The tennis courts are to be used exclusively for playing tennis.
- 11.5 Failure to reserve the court, at the front desk, will forfeit the right of the person using the court.
- 11.6 Unpunctuality will result in the court being forfeited to the next reservation.
- 11.7 The tennis court cannot be reserved more than 72 hours (three days) in advance. Reservations made more than three days in advance will be automatically cancelled.
- 11.8 Registered guests, not playing with Unit Owners, must yield the court to Unit Owners who are playing.

12. HEALTH CLUB RULES

- 12.1 Use of the facility is restricted to unit owners and their registered guests. Visitors or guests must register at the front desk and must have a recreation pass in their possession when using these facilities.
- 12.2 Children under the age of 16 are not permitted to use of this facility.
- 12.3 Each unit owner, occupant or guests uses the room and equipment at his/her own risk. The association assumes no liability.

- 12.4 Sneakers and other proper attire must be worn. Wet bathing suits are not permitted. Towels are recommended.
- 12.5 Smoking is not permitted.
- 12.6 Food is not permitted. Beverages are permitted only in plastic capped containers.
- 12.7 A/C is set at 72 degrees.
- 12.8 Equipment and/or lights must be turned off when leaving.
- 12.9 A time limit of one half hour is suggested among unit owners when someone is waiting to use the same equipment.
- 12.10 Registered guests not using the facilities with unit owners must yield use of equipment to unit owners.
- 12.11 Radios, cassettes, CD's, etc. are permitted only with headphones when a second person is present.
- 12.12 Misuse of equipment or improper conduct towards others or any violations of these rules can result in unit owners and/or their registered guests from use of room.
- 12.13 All problems should be reported to the association management office or front desk.
- 12.14 The television is to be left on Fox cable news or CNN when a second person is present.
- 12.15 The gym and spa facilities are closed from 11:00 P.M. to 7:00 A.M.

13. BEACH/POOL CABANAS

- 13.1 No structural changes may be made without the prior written approval of the Board of Directors and the governing municipality.
- 13.2 The only appliances, that can be installed, are a bar-size sink, a microwave oven and a refrigerator. One can also have a radio / stereo system, television, and telephone.
- 13.3 They can never be used as a living space or slept in overnight with the exception of the 2 cabanas with interior building entrances. The use of Pool & Beach Cabanas is limited from dawn to dusk with no overnight use. Home offices are allowed, as long as the nature of the business does not require clients to visit the premises.
- 13.4 They cannot be rented separate from the condominium unit to which the cabana is appurtenant.
- 13.5 The only usage of the cabana permitted is as a place to change clothes or briefly relax during times when a unit owner is using the pool or the beach.
- 13.6 All the articles, with the exception of article 4.4, in these Rules and Regulations, under C. Individual Units and Unit Owners apply to the cabana owners.

14. USE OF LUGGAGE CARTS

- 14.1 Residents, tenants, and or guests are not permitted to use the luggage/grocery carts. The Valet attendants will reserve the exclusive right to use these carts.

15. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO THE EXTERIOR LIMITED COMMON AREA

- 15.1 There shall be no additions, alterations, or improvements to the exterior limited common areas due to reasons concerning aesthetics, warranty issues, and insurance premiums.

16. CHANGES TO COMMON HALLWAYS BETWEEN APARTMENTS

- 16.1 All furniture and/or accessories placed in the limited common areas on all landings, between Units, shall be the building standard, consisting of a console, matching mirror, and a console accessory. No other items may be placed in this area. These items will become the property of the Association.
- 16.2 The wall coverings and carpet on the floor cannot be changed.

17. CHILDREN'S ROOM RULES

- 17.1 Children should always be accompanied by an adult 18 years or older
- 17.2 The Children's Room is for children under the age of seven, except for Ping Table usage.

- 17.3 All garbage should be disposed of properly
- 17.4 Turn off all lights when leaving the room
- 17.5 Children's room is open from 7:00-~~6:00~~am-10:00pm

18. DOCUMENT REQUEST PROCEDURE

Until such time that the Pinnacle Web Page is up and running with access by each Unit Owner to the secure area where meeting minutes, contracts and other important documents may be found, Unit Owner can request documents from Management as follows:

- 18.1 No more than one (1) written request per month shall be allowed by any Unit Owner to inspect the official books and records of the Pinnacle Condominium, as defined by the Florida Condominium Act, as amended from time to time.
- 18.2 Management shall respond within three (3) business days following the request, as to the date and time that the requested records will be made available for inspection.
- 18.3 Records can only be inspected during normal business hours at the management office of the Pinnacle Condominium and shall be returned in the same manner as given to the Unit Owner.
- 18.4 Photocopies of records shall be made by a person designated by Management, subject to the availability of the copy machine, at a cost to the Unit Owner of \$.10 per page.
- 18.5 Management shall not copy any records for the purpose of mailing them to a Unit Owner.
- 18.6 Unit Owners inspecting records shall conduct themselves in a businesslike manner.
- 18.7 No more than one (1) Unit Owner shall be allowed to inspect records at any one time. One (1) more person that is not a Unit Owner may accompany each Unit Owner during the inspection process.

Management has the right to suspend the inspection process should any of these rules be in violation by the Unit Owner.

19. MASSAGE TREATMENT ROOMS

Massage Rooms are restricted to Residents and Guests and must be reserved in advance with the front desk. No more than 3 hours per day per Unit can be reserved in advance and reservations can be made up to 3 days in advance

Note: Please see the Management Office for specifications of the building standard.

C. INDIVIDUAL UNITS AND UNIT OWNERS

1. PERSONAL PROPERTY

- 1.1 The personal property of Unit Owners and occupants must be stored in their respective Units.

2. TRASH DISPOSAL

- 2.1 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 or disposal or collection shall be complied with.
- 2.2 All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
- 2.3 Residents who use the plumbing for such purposes will be held financially responsible for any necessary repairs.
- 2.4 No trash shall be left in hallway in front of elevator doors or anywhere anywhere else in hallway. Trash should be deposited in bins located in garbage area.

3. FLAMMABLE MATERIALS

- 3.1 No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

4. NOISE RESTRICTIONS

- 4.1 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.
- 4.2 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.
- 4.3 Between the hours of 10:30 PM and 8:00 AM, volume on home entertainment equipment including such items as televisions, musical instruments and stereos must be kept at an acceptable level. Hallway noises must also be kept to a minimum between these hours. Exercise audio courtesy, please, at all times
- 4.4 No floor covering of any type, except for carpeting, may be installed in any Unit without the prior written consent of the Board of Directors. This includes patio and balcony areas. The responsibilities of Unit Owners, the Association and any Unit Owner complainant are detailed in Appendix A of the Rules and Regulation of the Pinnacle Condominium Association.
- 4.5 Construction, assembly, repair or patch work of any type inside or outside units using tools such as hammers, electric or battery-driven drills, saws, scrapers, sanders and any other noise-making instruments - are permitted only between the hours of 9 A.M. to 5 P.M. on weekdays. No such work is permitted on weekends and holidays, as observed by Pinnacle Management, and after 5 P.M. or before 9 A.M. on weekdays.
- 4.6 These rules apply to contractors, repairmen, handymen, mechanics, as well as unit owners, their family, visitors, or in case of lease, their tenants.
- 4.7 In a bona fide emergency, the Security desk must be notified immediately by the owner/tenant in whose unit the need for emergency work needs to be performed outside the (above) posted hours. Security must immediately notify Pinnacle Management, a member of the Pinnacle Condominium Association board or the chair of the Rules, Regulations & Communications committee for immediate evaluation of the emergency situation.

5. UNIT EXTERIOR

- 5.1 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. This includes satellite dishes.
- 5.2 Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way.
- 5.3 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. Curtains colored other than white or off-white must first meet the design criteria set forth by the Association. An architectural modification request form can be obtained from the Association manager's office. Please fill out and await approval prior to any installation.
- 5.4 Outdoors television and radio antennas are not permitted neither are, electrical wiring nor machines that protrude through the walls of a residence.
- 5.5 No articles other than patio-type furniture and plants shall be placed on the balconies, patios or other Common Elements. No linens, clothes, 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.
- 5.6 Furniture and umbrellas visible above the height of the railing from the outside of the building are not permitted. Only plants and conforming satellite dishes may be visible above the height of the railing.
- 5.7 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.
- 5.8 Residents may not enclose, nor cover, nor alter balconies and terraces in any way. Residents may not affix, paint or cover the exterior windows, walls or doors in any fashion whatsoever.
- 5.9 Lose items cannot be placed on the ledge of balconies or terraces.
- 5.10 Cooking devices may not be used on balconies or terraces.
- 5.11 If you expect to be away for an extended period of time, all objects must be removed from your balcony or terrace.
- 5.12 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.
- 5.13 No unit owner shall cause or allow improvements or changes to any unit, Limited Common Elements, appurtenant to either, Common Elements or Association Property, including but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air conditioning units, which in any manner change the appearance of any portion of the building or the exterior of said unit, without obtaining the prior consent of the Association.
- 5.14 **Satellite Dish Antenna**
Management must be informed in advance of a unit owner's intent to install a satellite television antenna in their unit or their balcony. A form must be completed and filed in the management office, which indemnifies the Pinnacle Condominium Association of any liability for damage, or injury that may be caused by the exterior satellite dish antenna.

Running the Cable Wire from the Satellite to the Television

The coaxial cable is required to be run through the top most point of the permanently fixed glass window casing, by drilling a 3/8" hole through the casing, making sure to keep away from the glass, pushing the coaxial through the holes, then silicone the area as to prevent water penetration. The coaxial located on the exterior shall be secured in the track of the casing in a nature specified, and secured around the corner wall, to the satellite dish, with specified hardware, as to secure it to the wall and floor. The management office will provide diagrams required.

The antenna must be installed so that it can be removed from it's mounting in very high winds and during hurricane warnings. Those residents leaving the Pinnacle for extended periods of time and during hurricane season must remove their dish antenna from the balcony.

The antenna must be no larger than 1 meter in diameter, cream color, and cannot be attached to the exterior of the building or any portion of the balcony or railing.

The one exception is that if you have tile, on your balcony, a dish may be permanently installed to the tile by using screws no longer than 2 inches. This installation must be under the supervision of the Pinnacle Management. Written permission, with all details, must be submitted to Management in advance.

The antenna must be mounted in free-standing mounts as described below and cannot extend over the edge of the balcony railing or in any manner that would, in the sole opinion of the Association, create a safety hazard or threat to the integrity of the building surface or structure.

Under no circumstances can the satellite extend over the balcony railing.

The minimum requirements for installing a freestanding exterior satellite antenna are:

- A pre-poured concrete container with a minimum height of 18" and minimum diameter of 28" will be used on the balcony for the freestanding mount. The container must not be attached to the balcony, walls, windows, doors, or railings.
- Two poles must be sunk into the container using Quick Crete, or a similar cement product. The first, a large pipe, must be at least 4" in diameter and 12" in height sunk in concrete inside the container. The second, a 1 5/8" in diameter pole that attaches to the antenna, is sunk into the drying concrete inside the larger pipe.
- The remainder of space in the container should be filled with the cement product (space may be left for decorative rocks or other fill).

- The height/length of the 1 5/8" pipe for mounting of the dish depends upon the positioning of the unit and the angle needed to be in proper site of the satellite.
- The one-meter or smaller dish is then mounted to the 1 5/8" pole.
- A picture will be made by management of the final installation and placed in the unit's file.

Failure to comply with the requirements of this rule C-5.14 may result in the Association having the antenna and all supporting equipment removed at the unit owner's expense.

5.15 Solar Control Films and Safety/ Security Films

Management must be informed, in advance, of a Unit Owner's intent to install Film on their windows. The Board has negotiated a reduced price, on a group rate basis, for this installation through a local agent. You can arrange this through Management. For this, There is no need to go through the Architectural and Engineering Committee for approval, for a neutral color and material, has already been approved for this aforementioned Agent. Of course, you are free to use any Company you want. However, you must submit your plan, to the Architectural and Design Committee for approval of this installation.

5.16 BALCONY SCREEN DOORS

Retractable Screen Doors

The Pinnacle Management Office must be informed in advance of a Unit Owner's intent to install Balcony Retractable Screen Doors. The installation must be under the supervision of Management. An architectural modification request form must be submitted to the Management Office and can be obtained from the Management Office. Once the Unit Owner has completed the application and submitted the forms to the Management Office the Office will then forward the application to the Architectural and Engineering Committee for approval. Once approval has been granted to the Unit Owner the Unit Owner may begin the installation. The Management Office will require that a photo be taken of the installation once it has been completed.

Specifications:

"Balcony Screen Doors" shall mean a Retractable Screen used on the balcony sliding glass doors which shall be permanently affixed or attached in a manner consistent with manufactures specifications as its main purpose or incidental to its main purpose, as protection against ultraviolet radiation to help maintain a stable indoor climate and to prevent insects from flying into the unit.

- The style of the Retractable Screens as adopted by the Pinnacle Condominium Association Board of Directors shall be as follows:
- All sliding glass doors (1/4" tempered glass panels) with access from the balcony are to use retractable Screens also known as Sliding Glass Door Screens.
- All Retractable screens are to be mounted flush against the sliding glass door frame.
- Retractable Screens shall be made of vinyl material with one of two colors, clear or a tinted black tone color to conform with the natural tint of the existing tint of the sliding glass door.
- The aluminum frame color of the retractable screens is to be "white" matching the same color of the existing window frames and balcony railing.
- Those residents leaving the Pinnacle for extended periods of time and during hurricane season must leave retractable screens in the retracted or open position.
- All screws used to install screens are to be stainless.
- Manufactures installation specifications must be submitted along with architectural modification request form.
- In additions to the above specifications, refer also to section 5.1 of Unit Exterior for additional rules and regulations specific to balconies.

6. HURRICANE SEASON

- 6.1 In case of a Hurricane Watch, all items must be removed from balconies and terraces within a certain period of time.

- 6.2 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 names(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

7. HURRICANE SHUTTERS

7.1 Specifications:

"Hurricane Shutter" shall mean any device, installation, equipment or appliance, whether permanent or temporary, affixed or attached in any manner to any portion of the exterior of a building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm.

The style of hurricane shutters as adopted by the Pinnacle Condominium Association Board of Directors as of April 29, 2002 shall be as follows:

- All doors and windows (1/4' tempered glass panels) with access from the balcony are to use Roll-up Style Shutters also known as Roll down shutters.
- All hurricane shutters are to be mounted flush against (alongside touching) the sliding glass door and window frame.
- All hurricane shutters must be able to be opened from the inside.
- All hurricane shutters shall be made of aluminum material.
- The color of all hurricane shutters is to be "white" matching the same color of the existing window frames and balcony railing.

Operation of Hurricane Shutter

1. No Hurricane Shutter shall be closed, except during the time necessary to protect the unit from severe storm, water or wind damage. At all other times, the Hurricane Shutter shall remain open. Under no circumstances shall a Hurricane Shutter be closed for any reason, including, but not limited to, security protection or lighting.

2. The Hurricane Shutter shall, at all times, whether open or closed, be fastened securely in place in accordance with manufacturer, building code and installation requirements.

The very specific details, for the installation of Hurricane Shutters and the application, are available from the management. It is imperative that you read this before purchasing Hurricane shutters.

- 7.2 In case of hurricane, it is mandatory that hurricane shutters be installed on all beach level cabanas at the expense of the owner. The board will set the fee for each cabana and charge accordingly.

8. INCIDENT AND MAINTENANCE REPORTING

- 8.1 "We are here to serve you." These words are sometimes overused and under-delivered, however at Pinnacle; this is Management's primary objective. With this in mind, we would like to address the specific area of Incident and Maintenance Reporting. In some cases, we have found our members to be reluctant to report incidents, assuming either that we are already aware, or that another party has reported the same. This is not always the case. Property incidents can include water leakage, moisture buildup, the presence of mildew, and equipment not operating properly. From a personal injury standpoint, these reports can include trip and fall hazards or any other possibly unsafe conditions you may observe. Our management welcomes and encourages you to report any of these issues whether or not you feel it is the Association's and Management's responsibility. Upon receipt of your report, we first log the incident to see whether or not another party has reported it to us. Next, we assign and dispatch the appropriate person to investigate. If corrective action is taken, or if it is an issue that we either cannot resolve, or are not responsible to resolve, we will advise you.

If at any time your Unit is involved in an incident which involves a leak of any sort you must report this incident to the Management Office. As a Unit Owner you are responsible to immediately contact an insured water restoration company, who is qualified, to make all necessary repairs and treatments to your Unit in order to prevent any type of mold or mildew from growing. If the Unit Owner fails to follow the proper procedures that Unit Owner may be held liable for any future findings of mold that can be directly linked to that Unit Owners specific incident.

As you can see, it is our objective to be proactive in the Management process and we encourage you to always alert management of any potential problem."

9. NUISANCES

- 9.1 No nuisances (as defined by the Association) shall be allowed on the Condominium or Association property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association property by it's residents, occupants or members. No activity specifically permitted by this declaration shall be deemed to be a violation of this section.
- 9.2 Should Management receive a complaint of excessive noise created by the sliding of the balcony doors, Management has the right to investigate this matter. If it is determined that the sliding door is defective, thus creating a nuisance, the Unit Owner must have this repaired at their expense.

10. SOUND TRANSMISSION BETWEEN FLOORS TO THE APARTMENT BELOW:

- 10.1 Where floors are not covered with carpet and rugs, protective sound pads, such as felt, must be adhered to the bottoms of the legs of all moveable furniture so as to eliminate this type of sound transmission to the apartment below. The same noise restriction applies to moveable balcony furniture.

D. PROCEDURE

1. RULE AUTHORITY

- 1.1 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 combinations thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, 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 the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to.
- 1.2 Notice – The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing 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 statements of the provisions of the declaration, association by-laws or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- 1.3 Hearing – The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. 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 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.
- 1.4 Fines – The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.

- 1.5 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.
- 1.6 Payment of Fines – Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- 1.7 Application of Fines – All monies received from fines shall be allocated as directed by the Board of Directors.
- 1.8 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 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 Owner or occupant.

2. VIOLATIONS OF RULES, REGULATIONS OR OTHER GOVERNANCE

- 2.1 Complaints or concerns about violations of the Rules and Regulations of the Pinnacle Condominium Association will only be considered in written form.
- 2.2 The Rules & Regulations Violation Report form will include: (a) the Unit Owner or individual allegedly in violation of a rule or regulation, (b) the rule or regulation that was allegedly violated, (c) a description of the violation including date and time it was noticed, (d) any witnesses to the violation and (e) any communication that may have happened with the violating party prior to the reporting of this violation.
- 2.3 The form is to be filed with the Pinnacle management office.
- 2.4 Pinnacle management will immediately copy the violation report and deliver it to the Chair of the Rules, Regulations and Communications committee.
Management will be responsible for investigating a reported violation as well as any violations observed or reported by Pinnacle staff.
- 2.6 If, at any time, Pinnacle management and the Chair of the Rules, Regulations and Communications committee agree, a warning notice will be sent to the alleged violator (either delivered, sent by regular mail or registered mail as they deem appropriate) informing the Unit Owner of the alleged violation and requesting that they take corrective action within a certain period of time. If no action is taken within the cure period or the alleged violator disputes, in writing, the charge, then the alleged violator will be notified, in writing, of their rights under the By-Laws of the Pinnacle Condominium Association and Rule 17 of Schedule A of the By-Laws.
- 2.7 Valid violation reports will be recorded at the meetings of the Rules, Regulations and Communications committee.
- 2.8 A majority vote of the attending members of an official Rules, Regulations and Communications committee meeting can call for a hearing relating to any violation of Pinnacle rules, regulations, by-laws or covenants. The Unit Owner who is allegedly in violation will be notified, judged and, if necessary, penalized in accordance with the By-Laws of the Pinnacle Condominium Association and Rule D-1 herein (formerly Rule 17 of Schedule A of the By-Laws as amended).

3. NEW RULES OR RULES CHANGES

- 3.1 Proposed rules or rules changes for the Pinnacle Condominium Association will only be considered in written form.
- 3.2 The Rules & Regulations Proposal form will include: (a) the printed name and signature of the Unit Owner or individual submitting the proposal, (b) the rule or regulation that is proposed, (c) a detailed justification for the proposed rule or regulation including problems it would resolve, (d) the printed name and signature of any other Unit Owner or Owners who support the proposed rule or regulation and (e) what would be the expense, if any, to the Pinnacle Condominium Association for implementing the proposal or developing a system necessary to enforce the proposal.
- 3.3 The form is to be filed with the Pinnacle management office. If the form is not filed in person, management will immediately notify the person submitting the form that the form has been received and is being processed.
- 3.4 Pinnacle management will immediately copy the Rules & Regulations Proposal form and deliver it to the Chair of the Rules, Regulations and Communications committee to be included on the agenda for the next possible meeting of the committee.

- 3.5 Management will be responsible for researching and reporting to the Rules, Regulations and Communications committee the feasibility and impact of any proposed rule placed on the agenda for a meeting.
- 3.6 Unit Owners who submit proposals for rules and regulations will be notified at least 48-hours in advance of the first meeting of the Rules, Regulations and Communications committee which will discuss, consider or take action on their proposal.
- 3.7 Notwithstanding the above procedure, new proposals for rules and regulations which are first brought to any official meeting of the Rules, Regulations and Communications committee by committee members or, subject to the committee approval, Unit Owners, may be discussed, considered, rejected Or passed to the Board of Directors for approval without notification prior to the committee meeting.
- 3.8 Action on proposed rules and regulations will be accordance with the By-Laws of the Pinnacle Condominium Association and Rule D-1 herein (formerly Rule 17 of Schedule A of the By-Laws).

4. DISCLAIMER ON RULES

- 4.1 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.
- 4.2 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.
 - a) 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 therefor and good cause shown in the sole option of the Board.

5. POSTING OF OFFICIAL NOTICES

- 5.1 Official notices of meeting of the Pinnacle Condominium Association will be posted at bulletin boards in all common areas in the Condominium.
- 5.2 Official notices for all meetings of the Board of Directors will be printed on Yellow paper.
- 5.3 Official notices for all meetings of Committees of the PCA will be printed on Blue paper.
- 5.4 Notices of functions or events sponsored by the PCA will be printed on any color paper except Blue and Yellow and must be removed in favor of official notices of meetings of the Board or Committees.
- 5.5 Management will design a standardized style for each formal notification, which will be used for all PCA meetings.
- 5.6 Official notification areas are reserved for the exclusive announcement of Board and Committee meetings or PCA functions or events.

6. PINNACLE CONDOMINIUM ASSOCIATION NEWSLETTER

- 6.1 The Secretary of the Board will be responsible for coordinating the Pinnacle Press
- 6.2 Prior to publication, the newsletter must be approved by the President of the Board of Directors of the Pinnacle Condominium Association. The President will give his approval in an expeditious manner. The Pinnacle Condominium Newsletter is the official voice of the Pinnacle Condominium Association.
- 6.3 There will be a minimum of three Newsletters a year.

7. LEASING AND RENTAL PROCEDURES

- 7.1 Pursuant to Section 17.8 of the Declaration of the Pinnacle Condominium, the Association requires that Unit Owners leasing, renting or transferring occupancy of their unit to others must place into escrow with the Association a deposit of \$5,000 or, with acceptable documentation, a sum equal to the equivalent of one month's rental.

- 7.2 Pursuant to Section 18 of the Declaration of the Pinnacle Condominium, the Association requires that when a Unit Owner leases or rents a Unit, that Unit Owner will surrender his rights to use Common Elements and Association Property to the Renter or Lessee.
The owners, during the time period of the rental, must surrender the parking decal(s) from their car prior to the tenants being issued parking permits.
- 7.3 The Unit Owner will be responsible for completing and signing an Association form acknowledging and accepting total responsibility and liability for all actions of his/her renters or lessees (and their guests), the transfer of rights to use Association Property and Common Elements to the renters and lessees, the name or names of renters or Lessees authorized to occupy the unit and the start and end dates of the lease.
- 7.4 A form must be completed by all individual lessees or renters (and their guests) acknowledging that they have read, understand and accept all Rules and Regulations of the Pinnacle Condominium Association. A brief synopsis of certain rules will be provided to the renters or lessees when they register to receive Pool/Beach passes and Parking permit. Failure of the Association to present a synopsis does not relieve the Unit Owner of his/her responsibility to inform the lessees and renters of all rules and regulations in all Pinnacle documents. Unit Owners remain responsible for all actions of their renters and lessees (and their guests).
- 7.5 To maintain the security of the Owner's Unit and all Association Property and Common Elements, Lessees or Renters will not be issued keys for access to any Owner's Unit, Beach and Pool passes, Parking permits or any other Common Element or Association Property without the completion of all provisions of this Association Rule.
- 7.6 Each time a unit is rented, the owner must pay, in advance, a \$100 administrative fee; and each time a unit is sold, the purchaser must pay a \$100 administrative fee.
- 7.7 Leasing Restrictions – Please refer to Section "E" Amendments to the By-Laws article "E" #5.
The following are excerpts from these Amendments.
Lease Terms - No Lease shall be approved for a period or term of less than three (3) consecutive months.
Lease Approval - After receipt of such lease occupancy application and information, then within fourteen (14) days the Association must either approve or disapprove the lease transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association. If rejected, the tenancy or occupancy pursuant to the lease shall not take place.
- 7.8 Lessee is not allowed to authorize access to the building to other guests or visitors unless they are present at the building.
- 7.9 Visitors and guests are not allowed to authorize access to other visitors or guests.

8. COMMUNICATION WITH THE BOARD OF DIRECTORS

- 8.1 Every Unit Owner, who desires to speak at a Board Meeting, may do so provided that the Unit Owner has filed a written request with the Secretary of the Association not less than 48 hours prior to the scheduled time for commencement of the Meeting. A Unit Owner does not have the right to speak with respect to items not specifically designated on the Agenda.
- 8.2 Concerns and/or suggestions can be given to the Board in writing. To be part of the next Board Meeting, it must be received not less than 48 hours prior to the scheduled time for the Commencement of the Meeting.

E. AMENDMENTS TO THE BY-LAWS AND ARTICLES OF INCORPORATION OF THE PINNACLE ASSOCIATION, INC.

1. Amendment to Article 4, Section 4.3(b) of the By-Laws to preclude more than three (3) absences at meetings by a Director as follows:

"(b) Any Director elected by the members may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for the purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director. Any Director who does not attend, in person, whether excused or unexcused three (3) Board of Directors meetings whether regular or special since the last annual meeting of the membership of the Association, shall be determined to have resigned their position on the Board effective upon the conclusion of the third board meeting that said director failed to attend.
2. Amendment to Article 4, Section 4.6 of the By-Laws to require monthly Board Meetings as follows:

"Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. The Board of Directors shall be required to hold monthly meetings, according to the provisions stated in this Section 4.6 and elsewhere in these By-Laws. Meetings of the Board of directors may be held by telephone conference, with those directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used so that the conversation of those Directors attending by telephone may be heard by the Directors and Unit Owners attending such meeting in person. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors of where required by the Act. A Director or member of a Committee of the Board of Directors may submit in writing his/her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may be used for the purposes of creating a quorum.
3. Amendment Article 4, Section 4.1 and 4.3(b) of the By-Laws and Article 10, "4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors must be natural persons who are 18 years of age or older and must either be a member of the Association or the designated voting representative of a corporate unit owner. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). Directors may not vote at Board meetings by proxy or by secret ballot.

(b) Any Director elected by the members may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for the purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the

Condominium or the removal of a Director from the designation as the voting representative of a corporate Unit Owner) shall constitute the resignation of such Director.
4. Amendment Article 10, Section 10.1 of the Articles of Incorporation to require that a Director be a member of Association or voting representative of a corporation owner as follows:

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors must either be members of the Association or the designated voting representative of a corporate unit owner.

5. Amendment Article Effective January 12th, 2004 Amendment to Article 17, Section 17.8 of the Declaration of Condominium.
Leases. No unit shall be leased and no occupancy of a unit shall be permitted pursuant to a lease unless the lease and all proposed occupants are approved for occupancy by a Committee composed of Unit Owners appointed by the Board, prior to the lease term or any occupancy contemplated hereunder.

Lease Terms - No Lease shall be approved for a period or term of less than three (3) consecutive months.

Lease Form - The Association may adopt a form of lease, in which event the use of such lease form shall be a prerequisite to approval of the tenancy.

Fees - Every request for approval of a proposed lease shall be accompanied by an approval fee, per applicant, in the highest amount permitted by law, or such lesser amount as the Board may, from time to time. The approval fee shall be paid with the giving of the occupancy application and the application shall not be processed unless and until the fee is paid. The time frame for approval of the lease shall not begin to run until all true, correct and completed documentation has been received, including any additional documentation or information reasonably requested by the Association, and the approval fee is paid. Payment of the approval fee shall be in the form of cashier's check, certified check or money order. Personal checks shall not be deemed received unless and until the funds have cleared.

Lease Approval - After receipt of such lease occupancy application and information, then within fourteen (14) days the Association must either approve or disapprove the lease transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association. If rejected, the tenancy or occupancy pursuant to the lease shall not take place.

Unauthorized Leases - In the event the lessee moves in without the prior written permission of the Association, the lease application shall be deemed automatically withdrawn and the Association shall take all necessary legal acts terminating this unauthorized tenancy. In the event a unit owner fails to bring the conduct of any tenant into compliance with the Condominium Documents or otherwise leases or rents a unit without the advance written approval of the Board of Directors, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the unit owner which shall be secured by assessment and lien in the same manner as common expense charges.

Lease Disapproval - If the Association shall disapprove a Lease of a Unit, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made. Nothing herein shall be construed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease, lessee, or application for lease.

6. Amendment to Article 18 of the Declaration of Condominium.

18. Selling and Mortgaging of Units. Subject to the provisions of this Declaration, each Unit Owner shall have the right to sell and or mortgage his Unit without restriction. Also subject to the provisions of this Declaration, each Unit Owner shall have the right the Lease his Unit so long as the approval of the Association is obtained. No Lease shall be approved for a period or term of less than three (3) consecutive months.

F. CITY OF SUNNY ISLES, CODES

DOGS ON THE BEACH

Section 5-4 of the City Code of Ordinances, deems it unlawful to permit or allow any dog into or upon any Public Park or Beach. Violators are subject to an immediate fine of \$50.00.

APPENDIX

APPENDIX A – Flooring Installation NOISE RESTRICTIONS (Sec. C-4.4)

The Association's approval of the proposed flooring installation does not constitute an acknowledgement or warranty that the floor is properly installed. It is the Unit Owner's sole responsibility to ensure that the contractor installs the underlayment and the floor materials in compliance with the manufacturer's specifications and that the floor coverings as installed, result in a *minimum Sound Transmission Classification (S.T.C.) of 52 and a minimum Impact Isolation Classification (I.I.C.) of 52.*

If the floor covering, as installed, is found to be in violation of the aforementioned requirements, the violating Unit Owner shall be liable for all costs incurred in testing. In addition, the Association shall be entitled to recover from the violating Unit Owner all reasonable attorney's fees and costs (including but not limited to pre-trial, arbitration, mediation, trial and appellate) incurred in testing, removal of floor covering and all other expenses associated with curing the violation, obtaining compliance, and all remedies to obtain compliance.

Any resident (complainant) who believes that a neighboring unit has improperly installed flooring shall notify the Association that he/she believes a violation exists. The Association shall investigate the source and severity of the noise and advise the complainant of its conclusion. The complainant may, at its own expense, retain an expert compliance. If such expert determines that the floor is not in compliance and shall be entitled to reimbursement of testing costs and all costs of compliance from the violating Unit Owner. If the expert determines the floor complies with the Association's requirements, then the complainant shall not be reimbursed for any costs, including the costs of the expert. If the complainant does not retain an expert, the Association shall be under no obligation to take any further action regarding the noise, other than its initial investigation.

Any owner seeking approval for installation of flooring other than carpeting shall execute appropriate documentation setting forth the agreement in connection with this rule.



CFN 2003R0940465
 DR Bk 21920 Pgs 3906 - 3907; (2pgs)
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 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

**CERTIFICATE OF AMENDMENT
 TO THE DECLARATION OF CONDOMINIUM OF
 THE PINNACLE CONDOMINIUM**

I HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of The Pinnacle Condominium, a condominium, as recorded in Official Records Book 18334, at Page 990, of the Public Records of Miami-Dade County, Florida, were duly adopted in the manner provided in Article 6 of such document at a meeting held on Nov 11, adjourned to Dec 9, 2003, by approval of greater than 66-2/3 % of the membership of the Association.

IN WITNESS WHEREOF, I have affixed my hand this 9 day of December, 2003, at Sunny Isles, Miami-Dade County, Florida.

WITNESSES

THE PINNACLE CONDOMINIUM
 ASSOCIATION, INC.

Sign [Signature]
 Print L. J. ROGERS

By: [Signature]
 JERRY McLAURIN
 President

Sign [Signature]
 Print Louis Pincus

STATE OF FLORIDA)
)
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 9 day of December, 2003, by JERRY McLAURIN, President of THE PINNACLE CONDOMINIUM ASSOCIATION, INC., a not for profit corporation, who is personally known to me or who produced _____ as identification and who did/did not take an oath.

 NOTARY PUBLIC

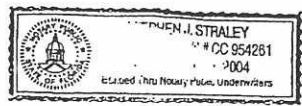
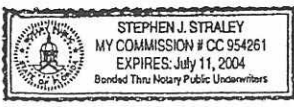


EXHIBIT "A"

PROPOSED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF THE PINNACLE CONDOMINIUM

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. Amendment to Article 17, Section 17.8 of the Declaration of Condominium.

"17.8 Leases. Leasing of Units or portions thereof shall not be subject to the approval of the Association, but No unit shall be leased and no occupancy of a unit shall be permitted pursuant to a lease unless the lease and all proposed occupants are approved for occupancy by a Committee composed of Unit Owners appointed by the Board, prior to the lease term or any occupancy contemplated hereunder.

Lease Terms - No Lease shall be approved for a period or term of less than three (3) consecutive months.

Lease Form - The Association may adopt a form of lease, in which event the use of such lease form shall be a prerequisite to approval of the tenancy.

Fees - Every request for approval of a proposed lease shall be accompanied by an approval fee, per applicant, in the highest amount permitted by law, or such lesser amount as the Board may, from time to time. The approval fee shall be paid with the giving of the occupancy application and the application shall not be processed unless and until the fee is paid. The time frame for approval of the lease shall not begin to run until all true, correct and completed documentation has been received, including any additional documentation or information reasonably requested by the Association, and the approval fee is paid. Payment of the approval fee shall be in the form of cashier's check, certified check or money order. Personal checks shall not be deemed received unless and until the funds have cleared.

Lease Approval - After receipt of such lease occupancy application and information, then within fourteen (14) days the Association must either approve or disapprove the lease transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association. If rejected, the tenancy or occupancy pursuant to the lease shall not take place.

Unauthorized Leases - In the event the lessee moves in without the prior written permission of the Association, the lease application shall be deemed automatically withdrawn and the Association shall take all necessary legal acts terminating this unauthorized tenancy. In the event a unit owner fails to bring the conduct of any tenant into compliance with the Condominium Documents or otherwise leases or rents a unit without the advance written approval of the Board of Directors, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the unit owner which shall be secured by assessment and lien in the same manner as common expense charges.

Lease Disapproval - If the Association shall disapprove a Lease of a Unit, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made. Nothing herein shall be construed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease, lessee, or application for lease.

2. Amendment to Article 18 of the Declaration of Condominium.

18. Selling, Leasing and Mortgaging of Units. Subject to the provisions of this Declaration, each Unit Owner shall have the right to sell and or mortgage his Unit without restriction. Also subject to the provisions of this Declaration, each Unit Owner shall have the right the Lease his Unit so long as the approval of the Association is obtained, without restriction. No Lease shall be approved for a period or term of less than three (3) consecutive months.

The Pinnacle Condominium Association

Rules and Regulations



Updated April 1, 2012
(with appendixes updated February 1, 2015)

NOTE:

This document does not contain all the Rules, Regulations and Requirements of the Pinnacle Condominium Association. Please consult your Pinnacle Condominium Documents for other Rules, Regulations, and Requirements.

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1. FLOORING INSTALLATION

APPENDIX

A. GENERAL

1. EMPLOYEES AND BOARD OF DIRECTORS

- 1.1 Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors, through management, shall be solely responsible for directing and supervising employees of the Association. Employees of the Association are NOT permitted at any time, during or after working hours, to perform any work, including minor work, for the Residents or to solicit work from the Residents. This restriction applies to person providing a service to the Pinnacle Condominium, including, but not limited to maintenance and cleaning personnel, front desk and security staff, valet attendants, management office staff, etc
- 1.2 Management is responsible for obtaining written acknowledgement from each person or companies providing the above services to the Pinnacle Condominium, where it will be made clear that any violation of this rule shall result in the immediate terminate of that person or company's service to the Pinnacle Condominium

All regulations regarding the common areas, including the beach, shall be enforced by Building Security and the Sunny Isles Police Department.

2. MOVE-INS, MOVE-OUTS AND DELIVERIES

- 2.1 All move-ins, move-outs, and deliveries, must be scheduled with the Management Office.
- 2.2 Receiving hours are the following: Monday through Friday, 9:00AM – 5:00PM. No weekend or holiday, as observed by Pinnacle Management, deliveries, or moving materials out is permitted. During this time, the Receiving Entrance is to remain closed. If you have large objects that you want to take to or from the building, it must be able to fit on the luggage/grocery carts; and you must use valet services. This transport of materials should be kept to a minimum. Remember all moves or deliveries are to occur from 9:00AM – 5:00PM Monday through Friday.
- 2.3 Please schedule the delivery of all valuables at a time when you will be available to take immediate receipt of them. This will save you and the staff time and concern. A receipt authorization form, which can be obtained from the management office, needs to be completed and signed before deliveries are accepted in your absence.
- 2.4 Notice for Move-ins and Move outs must be given at least seven (7) days prior in order to properly schedule a reservation for the service elevator. Any other deliveries must be scheduled not less than 24 hours in advance.
- 2.5 Access to the building by a contractor, vendor, or service person is obtained by first scheduling their arrival with the office and filling out a contractor authorization form.
- 2.6 Moving vehicles are permitted to park in designated areas only and must not park on the entrance drive or obstruct any parking areas.
- 2.7 One service elevator in each tower (north elevator) has been designated for move-ins, move-outs and deliveries. Exclusive use of the elevator is not possible.
- 2.8 All work including cutting, painting, carpentry, etc. must be performed in the apartment or off the premises. The foyers and hallways are not available as a work area.
- 2.9 Boxes can be disposed of properly by being broken down and brought to the dumpster rooms in the garage on the service level.
- 2.10 Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries. For move-ins and move-outs, a refundable security deposit of \$1,000 and a \$125 moving fee must be paid and left with the management office. Deliveries, as determined by Management, require a refundable deposit of \$1,000.00.
- 2.11 Should any resident or delivery company need the elevator hatch opened in order to complete a delivery, they must contact the Management Office in order to schedule a technician to manually run the elevator. Miami Elevator charges a \$200/hr for this service which will be billed directly to the resident.

3. VISITORS, GUESTS AND LIVE-IN GUESTS, PARKING

- 3.1 Unit Owners must notify the management office if you plan to have non-residents or guests reside in your home. Owners will be held liable for any damages, actions, noise, etc. that may be incurred by lessee, guest or relative. If they have a car, it must be registered in the main office.
- 3.2 Parking and Vehicle Registration. For registered guests, who park their car in excess of fourteen (14) days, there is a weekly fee \$25.00, for each week or portion thereof, that they park their car on Pinnacle Property. The one exception would be that, if the host resident had not used up their allocation of parking spaces, there would be no fee.
- 3.3 Upon arrival all guests must register at the front desk when visiting. Residents will be contacted by the front desk via telephone upon the arrival of guests. Residents must be home to authorize visitors in order to allow them access in to the building. Should residents wish to receive their guests elsewhere in the building other than to their unit, they must advise the front desk and inform them of the guest name(s) and estimated time of arrival.
- 3.4 An emergency contact form must be completed for any person providing regular domestic service.
- 3.5 A maximum number of 2 guest vehicles per unit will only be allowed to Valet Park on the Pinnacle Property during federal holidays and other dates determined by Pinnacle Management during the Peak Season considered November to April.
- 3.6 A Visitor is defined as a person that visits a Resident for the day and intends to use the common area facilities and services provided by the Pinnacle Condominium. This person shall be given a Visitor's Pass by the front desk, provided the Resident is in residence at the Pinnacle Condominium. The Visitor Pass shall provide language that the Visitor is authorized to use the common area facilities and services of the Pinnacle Condominium only when accompanied by one of the Residents of the Unit that authorized his or her access as a Visitor. Only Residents 12 years old and older can authorize a Visitor Pass.
- 3.7 A Guest is defined as a person that visits a Resident for a period up to 7 nights and intends to use the common area facilities and services provided by the Pinnacle Condominium. This person shall be given a Guest Pass by the front desk, provided the Resident authorizes it and the resident is in residence at the Pinnacle Condominium or the Guest has a key to the Resident's Unit. The Guest Pass shall provide language that the Guest is authorized to use the common area facilities and services of the Pinnacle Condominium at any time while the Guest Pass is valid, subject to the Rules and Regulations of the Pinnacle Condominium. Only Residents 18 years old and older can authorize a Guest Pass. A Guest Pass can only be renewed one time for a period of up to an additional 7 days. Guest Passes are limited to the maximum number of Residents listed for a particular Unit. For example if a Three (3) bedroom Unit has 6 Residents listed with the Pinnacle Condominium, that Unit is not allowed to have more than two (2) additional Guest Passes issued at any one time, because the maximum number of total residents (and their guests) for a three (3) bedroom Unit is 8 people. (See 2.4 below).
- Guests and visitors must present picture ID to receive passes.
 - Guests must carry their Guest Pass with them at all times while utilizing the common area facilities and services of the Pinnacle Condominium. Without a Guest Pass, a Guest shall be denied service and access to the Common Areas.
- 3.8 A Resident is defined as the Owner or Tenant of the Unit and the person(s) living with them. A tenant (or lessee) has certain restrictions as stated in lessee sections. Residents may occupy their Unit on a full-time or part-time basis. Nurses, Caretakers, Housekeepers and Nannies, maybe listed as Residents but are not allowed to use the common area facilities or services of the Pinnacle Condominium unless accompanied by one of the Residents that is not a Nurse, Caretaker, Housekeeper or Nanny.
- 3.9 Regardless whether the Unit is owned or leased through a corporation, there can only be a maximum of 6 people listed as Residents (and Guests) of a two (2) bedroom Unit at any one time and a maximum of 8 people listed as Residents (and Guests) of a three (3) bedroom Unit at any one time.
- 3.10 Residents, Guests and Visitors are subject to obey all the Rules and Regulations of the Pinnacle Condominium, especially those that apply to Pool Service, Beach Service and Parking.

- 3.11 Parking for Visitors shall be at no additional cost to the Resident, except when a special event is take to place where additional valet attendants may be needed. Each Resident must consult with Management as to the then current additional parking rates for special events.

Residents and Guests that are in need of additional parking spaces than those assigned to a particular Unit, as per paragraph B 3.2 of the Rules and Regulations of the Pinnacle Condominium, shall pay the Pinnacle Condominium the sum of \$50 per week, without pro-rations. The Association shall bill this amount to the Unit Owner and/or Tenant on a quarterly basis.

- 3.12 Resident and Guest Forms must be used to properly register a Guest or another Resident. This Form shall indicate that the person signing the Form attests that neither the Guest nor any other Resident are paying rent for the use of the Unit.
- 3.13 Any person at the Pinnacle Condominium, unless an employee or a company providing services to the Pinnacle Condominium, must be a Visitor, Guest or Resident. A person coming to the Pinnacle Condominium to provide services, other than employees and full-time service contractor personnel) must be registered as Visiting Contractor, by surrendering to the front desk staff a driver license. Visiting Contractors do not have the privilege to use any of the common area facilities or services of the Pinnacle Condominium. Repeat Visiting Contractors must register daily with the front desk and can only access the Pinnacle Condominium between the hours of 9:00 AM and 5:00 PM Monday through Friday, except for federal holidays. Visiting Contractors must carry their Visitor Contractor Pass with them at all times while at the Pinnacle Condominium and must return such pass before leaving the premises, at which time, their driver licenses shall be returned. All Visiting Contractors must be licensed and insured according to federal, state and local regulations and are subject to the Rules & Regulations of the Pinnacle Condominium.
- 3.14 All guests will be charged for valet service. The fee schedule is below:
- 0-30 Minutes is complimentary
 - Daily after 30 minutes: \$3.00
 - Overnight (any vehicle after 2:01AM): \$6.00
 - Realtors who are showing a unit at the Condominium to prospective purchasers or tenants will be given 1 hour complimentary valet service with proof of Real Estate and/or Realtor License. Realtors must have their valet tickets validated by Front Desk.

4. PARENTAL RESPONSIBILITIES

- 4.1 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 recreation facilities.
- 4.2 Children may not play in the halls, elevators, or lobbies.
Young children under the age of (12) must be accompanied by an adult in the pool and common areas.
- 4.3 For the first offense there will be a verbal warning to the parents; for the second offense a letter will be sent to the parents; for the third offense there will be a meeting with the parents and their child; the Manager and a Board Member. If the problem continues, fines and whatever other action that the Board deems necessary will be taken.

5. RESTRICTIONS ON PETS

- 5.1 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.
- 5.2 Dogs and cats shall not be permitted outside of their owner's Units unless attended by an adult and on a leash not more than six (6) feet long. There is one designated area for pets to relieve themselves and that is the "Pet

Walk” at the south end of the property adjacent to the building. Pets are not permitted to roam freely or relieve themselves, on Pinnacle property, other than in the designated “Pet Walk” area. 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 Condominium property.

- 5.3 Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
- 5.4 All residents are required to obtain written approval from the Pinnacle Condominium Association Board of Directors before any pet, such as birds, dogs, or cats can be kept in the building. Register your pet with the Association Manager’s office, including a picture.
- 5.5 Pets must be carried at all times within the common areas of the building and avoid the front desk area.
- 5.6 Not more than one (1) domesticated pet (i.e. dog or cat) at a restricted weight of twenty-five (25) pounds at full grown maturity may be kept in a unit at any one time and then only if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, and (iii) generally not a nuisance to residents of other units or of neighboring buildings. A violation shall entitle the association to require any pet to be permanently removed from the Condominium Property.
- 5.7 The first time a complaint is received about a dog barking, on the balcony or elsewhere, or a dog being walked in areas other than the designated grounds a letter of complaint is to be sent to the owner. The second time there is a complaint, a letter is sent with a \$100.00 fine. The third time there is a complaint; a letter is to be sent from the association attorney, requesting the removal of the dog.

6. SOLICITATION

- 6.1 Solicitations by residents for charity or any other purpose must be authorized in advance by the Pinnacle Condominium Association Board of Directors.

7. REGISTERING IN A GUEST – IF UNDER 18 YEARS OF AGE

- 7.1 Residents under the age of 18 may not authorize Guest Passes and privileges.

8. CONDITIONS ON GUESTS – IN AN OWNER’S ABSENCE

- 8.1 In an owner’s absence, a guest (other than immediate family), may only be allowed to stay in any unit for no more than 5 consecutive days, and no more than 14 days in any one calendar year. (Immediate family is defined as mother, father, sister, brother or children.)
- 8.2 Regardless of the number of guests, the guests are restricted to parking for only one car. And, this is only if the Owners have not used up their allocation of parking spaces for their unit.
- 8.3 As seen under A.9. Use of Facilities by Guests, these guests cannot have guests to use any of the facilities nor can they offer Pinnacle Parking for their guests.
- 8.4 Guests/visitors staying at the Pinnacle property must be registered with Management through the front desk in order to use the facilities at the Pinnacle. If a guest/visitor is not staying at the property (and not registered), the unit owner must be with the guest/visitor during the use of any amenities at the Pinnacle

9. USE OF FACILITIES BY GUESTS

- 9.1 Only Unit Owners & Renters, their parents and children and registered live-in residents can freely use our facilities and sign out towels etc. All others must have a guest pass, issued from the front desk and requested by a Unit Owner & Renter, in order to use the Pinnacle facilities.
- 9.2 Registered guests and Non-Resident Parents and Children of Unit Owners & Renters are not permitted to bring additional guests.
- 9.3 An Owner & Renter cannot request a guest pass for time period longer than one (1) week.

- 9.4 Guests and Non-Resident parents and children, of unit owners and renters, are not able to use the parking, for their guests at the Pinnacle. The only one that can validate valet parking for guests are unit owners and renters and their registered live-in residents.
- 9.5 Owners, relatives and guests of owners may not be added as guests of lessees and cannot use the common areas.
- 9.6 Guests or visitors of lessees will not be allowed on the premises if the lessee is not present at the Pinnacle.
- 9.7 If the lessee leaves prior to the expiration of the lease, the unit owner may not release the unit until the expiration of the original lease.

10. NAME ON "RESIDENT DIRECTORY" AND THEIR USE OF FACILITIES

- 10.1 Other than owners/renters, their parents and children, and registered live in residents; the remainder of people, listed on the "Resident Directory", can have access to the Pinnacle and the apartment listed but not the facility unless a guest pass has been issued on behalf of the owner/renter.

11. TIME LIMITATION ON TRADES WORKING IN APARTMENTS

- 11.1 Trades people are not permitted to work, in apartments, on the week-ends or Holidays, except for emergencies.
- 11.2 On week-days, Trades people are not to enter the building until 9:00a.m. and must be out of the building by 5:00p.m.

B. COMMON AREAS & OTHER ASSOCIATION PROPERTY

1. OBSTRUCTIONS

- 1.1 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 purpose.
- 1.2 Do not leave your belongings unattended in hallways, elevators, lobbies, or other common areas. The Association cannot be responsible for such items

2. SIGNAGE

- 2.1 No sign, advertisement, notice or other graphics or lettering 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 or the Board of Directors of the Association. Additionally, 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.
- 2.2 Residents may not post signs on the Pinnacle property. A bulletin board serves for the use of official Board approved announcements. It is located in the mailroom, adjacent to the lobby. A bulletin board for the use of Pinnacle residents for special or individual announcements or notices is available and such signage is subject to the approval of Pinnacle management.

3. PARKING AND VEHICLE REGISTRATION

- 3.1 Every vehicle parking in the Pinnacle parking garage must clearly display a parking decal provided by the Pinnacle Condominium Association (PCA), which corresponds to the number on the parking space in which the vehicle is parked.

- 3.2 The maximum number of additional vehicles that can be valet parked by any Unit without additional cost are: one (1) vehicle for a two bedroom Unit and two (2) vehicles for a three bedroom Unit. This applies to Residents and Guests. Excess vehicles will be charged a parking fee of \$50per week to the Unit Owner or Tenant.
- 3.3 The Vehicle Identification Form must include (a) the vehicle owner's printed name and signature, (b) the Unit Owner's printed name and signature (if different from the vehicle owner), (c) the parking space number, (d) the Pinnacle unit number corresponding to the parking space, (e) the vehicle owner's and, if different, the Unit Owner's telephone number(s), (f) an emergency contact and telephone number, (g) the color of the vehicle, (h) the vehicle identification number, (i) the vehicle's state and license plate number and (j) the name of the company which insures the vehicle. The form must be fully completed before a parking decal is issued.
- 3.4 The Vehicle Identification Form must also include a legal disclaimer that (1) parking in the garage is at the owners risk and that neither the Pinnacle Condominium Association nor its management company accepts any responsibility beyond the extent of liability, if any, covered by the PCA insurance policy for vehicles parked in the garage or the contents of those vehicles and (2) clearly indicates that both levels of the parking garage may or may not be outside the "Coastal Construction Control Line".
- 3.5 Unit Owners who regularly use rental cars may receive one parking decal for each of their parking space upon completion of a Vehicle Identification Form that indicates the decal will be used for rental cars.
- 3.6 Vehicles parked in the parking garage and the outside parking areas by Valet must display a temporary tag hanging from the mirror, which identifies the parking space in which the vehicle is parked.
- 3.7 Vehicles parked in the parking garage and the outside parking areas without clearly displayed parking decals or authorized Valet tags corresponding to the parking space they are occupying, as well as vehicles which are not parked fully within the assigned parking space or are otherwise improperly parked, are subject to towing with all recovery, towing and storage expenses to be the responsibility of the owner of the vehicle.
- 3.8 "All parking on Pinnacle Property is subject to availability. The only exceptions are: (a) parking garage spaces that have been assigned to units and properly registered in the management office (no assignments, temporary or permanent, will be considered valid unless registered in writing in the management office.) (b) Spaces that are legally required for handicapped parking (c) hardship cases as approved in writing, in advance, by the Board of Directors and (d) spaces that may be reserved for authorized staff or employees.

NOTE: Pinnacle residents, waiting to be parked, will be given priority.

- 3.9 "All vehicles on Pinnacle property must be parked by the Pinnacle valet service. The only exceptions are: vehicles properly authorized to park in assigned interior parking garage space(s) (b) utility, government, emergency, landscaping, commercial vehicles, moving vans or authorized delivery vehicles, for short term parking or (c) hardship situations as approved in writing, in advance, by the Board of Directors."

NOTE: This rule requires contractors, workmen, domestics, real estate agents, massage therapists, tennis instructors as well as other such persons to have their vehicles valet parked. There will be no self-parking, "standing" or short-term parking except as specifically mentioned in the above rule.

- 3.10 The speed limit on all access roads and garage areas is (5) miles per hour.
- 3.11 No repair of vehicles shall be made on the Condominium property.
- 3.12 Due to space restrictions, boats, boat trailers, R.V.'s, motor homes or commercial vehicles are not permitted on the grounds without the prior written authorization of the Pinnacle Condominium Association Board of Directors.
- 3.13 To alleviate parking problems, as determined by Manager and or the Association Board, valets may use owner designated parking spots, if it is reasonably assumed in advance that said owner is out of town and will not require his/her parking spots. Should an owner arrive, the valet would immediately remove the car. (Owners do have the right to refuse their space to be used for overflow parking).
- 3.14 The definition of a vehicle includes, not only automobiles, but also motorcycles and all modes of transportation that require a motor license.

4. USE OF COMMON AREA FOR PARTIES AND FUNCTIONS

- 4.1 The Common Areas, for parties and functions, shall be limited to the Social Room and Kids room.
- 4.2 Common areas of the Pinnacle are only available for parties or functions, which are sponsored by a Unit Owner of the Pinnacle Condominium Association. The Unit Owner or tenant must be present at the party or function at all times. The Unit Owner assumes total responsibility for any problems resulting from the function or party.
- 4.3 Unit Owners (Tenants) wishing to use the common areas for functions must complete a form no later than 72-hours prior to the event. The Common Area Use Form will include (a) the Unit Owner's (Tenant's) printed name and signature on a legal disclaimer in which the Unit Owner (Tenant) acknowledges the rules and regulations regarding use of the facility for an event and assumes all risks for damage or injury resulting from the event, (b) the name of the event, (c) the date and beginning and ending times of the event, (d) a brief description of the event, (e) the name of the sponsoring organization of the event, (f) the number of people expected at the event, (g) a description of any decorations, special furniture, equipment or other non-Pinnacle materials which will be used at the event, (h) a general description of any food or drink which will be provided at the event, (i) a specific indication if alcohol will be served, (j) whether or not there will be a charge for the event (if any charges to guests are proposed, prior approval must be obtained from the Board of Directors, (k) the number of vehicles that will be valet parked for the event, (l) any special deliveries, catering companies or other vendors that will deliver, set-up, tear-down or otherwise need access to the room prior to or after the event and (m) the specific Pinnacle common area designed for the event.
- 4.4 Unit Owners (Tenants) must post a \$750 security (damage) deposit for all events, regardless of the size, no later than 72-hours prior to the event. The security (damage) deposit is fully refundable if there is no damage to the common area or its contents at the sole discretion and judgment of the Management Office.
- 4.5 Unit Owners (Tenants) must pay a \$200 non-refundable fee for any event. This is a fee, which will be used to clean the room following the event but does not cover unreasonable and unusual messes that require cleaning. Costs for such extra cleaning will be taken from the security (damage) deposit. The Unit Owner (Tenant) shall be responsible for any costs incurred over and above the amount of the security (damage) deposit as well.
- 4.6 No Pinnacle towels, lounge chair pads, glasses may be used for these events.
- 4.7 Use of catering services, non-Pinnacle equipment or any aspect of the event is subject to approval of Pinnacle management or the Pinnacle Condominium Association.
- 4.8 Notwithstanding all of the above, any meeting or function sponsored by the Board of Directors of the Pinnacle Condominium Association or its committees is exempt from these rules except proper notification of date, time, size and location to the management company.
- 4.9 Parties, consisting of more than 75 people, must be approved by the Board of Directors and is subject to any and all conditions imposed on them by the Board.

5. BEACH AND POOL RULES

- 5.1 Beach chairs, lounge pads, towels, umbrellas and cabana hoods will be available to unit owners and registered guests on a "first come, first served" basis. No advanced reservations will be permitted.
- 5.2 Equipment is only available during hours when an attendant is on duty.
- 5.3 Guests must register at the Lobby Desk each day for guest passes which will allow them to check out 1 chair, 1 pad, 1 towel, and 1 umbrella per guest pass. Residents must be present, or have given written communication, before a guest pass is assigned to a guest. *
- 5.4 Pool and Beach Service shall be as follows: three (3) bedroom Units shall be allowed the use of up to 8 chairs, 8 pads, 8 towels and 4 umbrellas and two (2) bedroom Units shall be allowed the use of up to 6 chairs, 6 pads, 6 towels and 3 umbrellas. These restrictions shall be reduced to during holidays and high peak season, as determined solely by Management, as follows: three (3) bedroom Units shall be allowed the use of up to 6 chairs, 6 pads, 6 towels and 3 umbrellas and two (2) bedroom Units shall be allowed the use of up to 4 chairs, 4 pads, 4 towels and 2 umbrellas. The above restrictions apply to all Residents, Guests and Visitors. Units not utilizing their allotment cannot allow other Units to increase the number of chairs, pads, towels or umbrellas.
- 5.5 All chairs, pads, towels and umbrellas or cabana hoods must be signed out on form provided by beach/pool attendants. Towels must be returned to attendants at the end of the day. There will be a charge for each unreturned towel based on the actual cost at the time of the violation. Unit owners will be responsible for the equipment checked out to their guests. If a resident or guest does not return a towel(s): The first time, and if all towels are accounted for, a reminder letter is sent advising that resident/renter that all towels must be returned or they will be charged for the towel. The second offense, the resident/renter will be charged for the towels not returned. Until those towels are returned or paid for, the unit will not receive any additional towels.
- 5.6 Beach equipment, including towels, cannot be removed from the Pinnacle pool and the beach areas.
- 5.7 Chairs, pads, umbrellas and/or cabana hoods left unattended for more than one hour will become available unless the owner or guest specifically notifies beach attendant that they will return to use the equipment.
- 5.8 If no chairs are immediately available for a Pinnacle resident, upon request of the resident, the beach/pool attendant will acquire any chair that has been left unattended.
- 5.9 Beach/pool attendants will not be responsible for any items left unattended or removed from chairs.
- 5.10 All children (Ages 12 and under) must be accompanied by an adult at all beachside recreational Common Areas, including the Tennis Court, Gym/Spa, and the Children's room.
- 5.11 Swimmers must shower before entering the pool or spa.
- 5.12 No animals are allowed on the beachside recreational Common Areas.
- 5.13 No food or drink is allowed within 12 feet of the pool or spa.
- 5.14 No glass items are allowed on the beachside recreational Common Areas.
- 5.15 No children in diapers are allowed in the pool (swimeeze are acceptable). An adult must supervise infants in the pool at all times.
- 5.16 No one under the age of twelve (16) years old is allowed in the Jacuzzi/Hot Tub unless accompanied by an adult.
- 5.17 Nude swimming or sunbathing is not allowed on Pinnacle property.
- 5.18 Beach-goers must rinse sand off their feet before entering the pool area and the building
- 5.19 The Pool / Jacuzzi is not to be used from 10:00 pm to 6:00 am
- 5.20 Pool and pool deck games are allowed as long as those do not disturb Pinnacle Property and/or other Residents, Guests or Visitors. Any persons doing a pool game must refrain from doing so, should it become a nuisance to any of the Residents, Guests, or Visitors or should it at the sole discretion of Management be a hazard to Pinnacle Property. Damage to Pinnacle Property or its Residents, Guests or Visitors shall be the responsibility of the person(s) causing such damages and their parents.
- 5.21 Physical games such as baseball, soccer, football, ball throwing, etc. are not permitted at the pool deck level or anywhere, with the exception of the beach, on Pinnacle property. The one exception is games, in the pool, with inflatable beach balls.
- 5.22 The cushions, on beach chairs and the pool lounge chairs, must be covered with a Pinnacle assigned towel.
- 5.23 No musical instruments or sound systems, other than headsets, can be used at the pool deck.

- 5.24 In order to protect the integrity of the umbrellas and avoid bodily injuries that may be caused by blown away umbrellas, the use of the umbrellas will be temporarily discontinued when high winds exist. This decision will be at the sole discretion of Management.

6. RESTRICTED AREAS

No one is permitted access to restricted areas of the property, including the roof and areas under construction unless approved by Pinnacle management or a member of the Board of Directors and accompanied by Pinnacle security.

7. DAMAGE

- 7.1 Unit Owners accept financial responsibility for any damage done by themselves, their dependents, tenants or their guests to any part of the Condominium, or the Pinnacle property. This includes marking, engraving, denting, or defacing.

8. ATTIRE

- 8.1 In all Pinnacle common areas, residents and guest will wear appropriate attire that is consistent with common decency. In order to enhance the ambience of the main lobby, all Unit Owners, guests, residents and invitees are prohibited from entering the lobby or any area visible from the lobby, in bathing attire, or without shoes, shirt or other appropriate attire.

9. SMOKING

- 9.1 Smoking is not allowed in hallways, lobbies and pool deck. Smoking is not permitted in the spa or work out room or any other common area of the Pinnacle

10. BICYCLES, SCOOTERS, ROLLER BLADES, ETC.

- 10.1 Scooters, roller blades, bicycles, skateboards or other mechanical recreational equipment are not allowed to be used in the lobby, hallways, ocean-side pool deck or other Common Areas or Association Property.
- 10.2 Bicycles must use garage access to enter and depart the building.

11. TENNIS COURT RULES

- 11.1 Tennis courts are to be used only by Pinnacle unit owners and their registered guests.
- 11.2 Registered guests not playing with unit owners must yield to court to unit owner who are waiting.
- 11.3 There is a one-hour limit for unit owners when other unit owners are waiting.
- 11.4 The tennis courts are to be used exclusively for playing tennis.
- 11.5 Failure to reserve the court, at the front desk, will forfeit the right of the person using the court.
- 11.6 Unpunctuality will result in the court being forfeited to the next reservation.
- 11.7 The tennis court cannot be reserved more than 72 hours (three days) in advance. Reservations made more than three days in advance will be automatically cancelled.
- 11.8 Registered guests, not playing with Unit Owners, must yield the court to Unit Owners who are playing.

12. HEALTH CLUB RULES

- 12.1 Use of the facility is restricted to unit owners and their registered guests. Visitors or guests must register at the front desk and must have a recreation pass in their possession when using these facilities.
- 12.2 Children under the age of 16 are not permitted to use of this facility.
- 12.3 Each unit owner, occupant or guests uses the room and equipment at his/her own risk. The association assumes no liability.

- 12.4 Sneakers and other proper attire must be worn. Wet bathing suits are not permitted. Towels are recommended.
- 12.5 Smoking is not permitted.
- 12.6 Food is not permitted. Beverages are permitted only in plastic capped containers.
- 12.7 A/C is set at 72 degrees.
- 12.8 Equipment and/or lights must be turned off when leaving.
- 12.9 A time limit of one half hour is suggested among unit owners when someone is waiting to use the same equipment.
- 12.10 Registered guests not using the facilities with unit owners must yield use of equipment to unit owners.
- 12.11 Radios, cassettes, CD's, etc. are permitted only with headphones when a second person is present.
- 12.12 Misuse of equipment or improper conduct towards others or any violations of these rules can result in unit owners and/or their registered guests from use of room.
- 12.13 All problems should be reported to the association management office or front desk.
- 12.14 The television is to be left on Fox cable news or CNN when a second person is present.
- 12.15 The gym and spa facilities are closed from 11:00 P.M. to 7:00 A.M.

13. BEACH/POOL CABANAS

- 13.1 No structural changes may be made without the prior written approval of the Board of Directors and the governing municipality.
- 13.2 The only appliances, that can be installed, are a bar-size sink, a microwave oven and a refrigerator. One can also have a radio / stereo system, television, and telephone.
- 13.3 They can never be used as a living space or slept in overnight with the exception of the 2 cabanas with interior building entrances. The use of Pool & Beach Cabanas is limited from dawn to dusk with no overnight use. Home offices are allowed, as long as the nature of the business does not require clients to visit the premises.
- 13.4 They cannot be rented separate from the condominium unit to which the cabana is appurtenant.
- 13.5 The only usage of the cabana permitted is as a place to change clothes or briefly relax during times when a unit owner is using the pool or the beach.
- 13.6 All the articles, with the exception of article 4.4, in these Rules and Regulations, under C. Individual Units and Unit Owners apply to the cabana owners.

14. USE OF LUGGAGE CARTS

- 14.1 Residents, tenants, and or guests are not permitted to use the luggage/grocery carts. The Valet attendants will reserve the exclusive right to use these carts.

15. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO THE EXTERIOR LIMITED COMMON AREA

- 15.1 There shall be no additions, alterations, or improvements to the exterior limited common areas due to reasons concerning aesthetics, warranty issues, and insurance premiums.

16. CHANGES TO COMMON HALLWAYS BETWEEN APARTMENTS

- 16.1 All furniture and/or accessories placed in the limited common areas on all landings, between Units, shall be the building standard, consisting of a console, matching mirror, and a console accessory. No other items may be placed in this area. These items will become the property of the Association.
- 16.2 The wall coverings and carpet on the floor cannot be changed.

17. CHILDREN'S ROOM RULES

- 17.1 Children should always be accompanied by an adult 18 years or older
- 17.2 The Children's Room is for children under the age of seven, except for Ping Table usage.
- 17.3 All garbage should be disposed of properly

- 17.4 Turn off all lights when leaving the room
- 17.5 Children's room is open from 7:00~~6:00~~am-10:00pm

18. DOCUMENT REQUEST PROCEDURE

Until such time that the Pinnacle Web Page is up and running with access by each Unit Owner to the secure area where meeting minutes, contracts and other important documents may be found, Unit Owner can request documents from Management as follows:

- 18.1 No more than one (1) written request per month shall be allowed by any Unit Owner to inspect the official books and records of the Pinnacle Condominium, as defined by the Florida Condominium Act, as amended from time to time.
- 18.2 Management shall respond within three (3) business days following the request, as to the date and time that the requested records will be made available for inspection.
- 18.3 Records can only be inspected during normal business hours at the management office of the Pinnacle Condominium and shall be returned in the same manner as given to the Unit Owner.
- 18.4 Photocopies of records shall be made by a person designated by Management, subject to the availability of the copy machine, at a cost to the Unit Owner of \$.10 per page.
- 18.5 Management shall not copy any records for the purpose of mailing them to a Unit Owner.
- 18.6 Unit Owners inspecting records shall conduct themselves in a businesslike manner.
- 18.7 No more than one (1) Unit Owner shall be allowed to inspect records at any one time. One (1) more person that is not a Unit Owner may accompany each Unit Owner during the inspection process.

Management has the right to suspend the inspection process should any of these rules be in violation by the Unit Owner.

19. MESSAGE TREATMENT ROOMS

Massage Rooms are restricted to Residents and Guests and must be reserved in advance with the front desk. No more than 3 hours per day per Unit can be reserved in advance and reservations can be made up to 3 days in advance

Note: Please see the Management Office for specifications of the building standard.

C. INDIVIDUAL UNITS AND UNIT OWNERS

1. PERSONAL PROPERTY

- 1.1 The personal property of Unit Owners and occupants must be stored in their respective Units.

2. TRASH DISPOSAL

- 2.1 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 or disposal or collection shall be complied with.
- 2.2 All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
- 2.3 Residents who use the plumbing for such purposes will be held financially responsible for any necessary repairs.
- 2.4 No trash shall be left in hallway in front of elevator doors or anywhere anywhere else in hallway. Trash should be deposited in bins located in garbage area.

3. FLAMMABLE MATERIALS

- 3.1 No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

4. NOISE RESTRICTIONS

- 4.1 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.
- 4.2 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.
- 4.3 Between the hours of 10:30 PM and 8:00 AM, volume on home entertainment equipment including such items as televisions, musical instruments and stereos must be kept at an acceptable level. Hallway noises must also be kept to a minimum between these hours. Exercise audio courtesy, please, at all times
- 4.4 No floor covering of any type, except for carpeting, may be installed in any Unit without the prior written consent of the Board of Directors. This includes patio and balcony areas. The responsibilities of Unit Owners, the Association and any Unit Owner complainant are detailed in Appendix A of the Rules and Regulation of the Pinnacle Condominium Association.
- 4.5 Construction, assembly, repair or patch work of any type inside or outside units using tools such as hammers, electric or battery-driven drills, saws, scrapers, sanders and any other noise-making instruments - are permitted only between the hours of 9 A.M. to 5 P.M. on weekdays. No such work is permitted on weekends and holidays, as observed by Pinnacle Management, and after 5 P.M. or before 9 A.M. on weekdays.
- 4.6 These rules apply to contractors, repairmen, handymen, mechanics, as well as unit owners, their family, visitors, or in case of lease, their tenants.
- 4.7 In a bona fide emergency, the Security desk must be notified immediately by the owner/tenant in whose unit the need for emergency work needs to be performed outside the (above) posted hours. Security must immediately notify Pinnacle Management, a member of the Pinnacle Condominium Association board or the chair of the Rules, Regulations & Communications committee for immediate evaluation of the emergency situation.

5. UNIT EXTERIOR

- 5.1 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. This includes satellite dishes.
- 5.2 Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way.
- 5.3 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. Curtains colored other than white or off-white must first meet the design criteria set forth by the Association. An architectural modification request form can be obtained from the Association manager's office. Please fill out and await approval prior to any installation.
- 5.4 Outdoors television and radio antennas are not permitted neither are, electrical wiring nor machines that protrude through the walls of a residence.
- 5.5 No articles other than patio-type furniture and plants shall be placed on the balconies, patios or other Common Elements. No linens, clothes, 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.
- 5.6 Furniture and umbrellas visible above the height of the railing from the outside of the building are not permitted. Only plants and conforming satellite dishes may be visible above the height of the railing.
- 5.7 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.

- 5.8 Residents may not enclose, nor cover, nor alter balconies and terraces in any way. Residents may not affix, paint or cover the exterior windows, walls or doors in any fashion whatsoever.
- 5.9 Lose items cannot be placed on the ledge of balconies or terraces.
- 5.10 Cooking devices may not be used on balconies or terraces.
- 5.11 If you expect to be away for an extended period of time, all objects must be removed from your balcony or terrace.
- 5.12 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.
- 5.13 No unit owner shall cause or allow improvements or changes to any unit, Limited Common Elements, appurtenant to either, Common Elements or Association Property, including but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air conditioning units, which in any manner change the appearance of any portion of the building or the exterior of said unit, without obtaining the prior consent of the Association.
- 5.14 SatelliteDishAntenna
Management must be informed in advance of a unit owner's intent to install a satellite television antenna in their unit or their balcony. A form must be completed and filed in the management office, which indemnifies the Pinnacle Condominium Association of any liability for damage, or injury that may be caused by the exterior satellite dish antenna.

RunningtheCableWirefromtheSatellitetotheTelevision

The coaxial cable is required to be run through the top most point of the permanently fixed glass window casing, by drilling a 3/8" hole through the casing, making sure to keep away from the glass, pushing the coaxial through the holes, then silicone the area as to prevent water penetration. The coaxial located on the exterior shall be secured in the track of the casing in a nature specified, and secured around the corner wall, to the satellite dish, with specified hardware, as to secure it to the wall and floor. The management office will provide diagrams required.

The antenna must be installed so that it can be removed from it's mounting in very high winds and during hurricane warnings. Those residents leaving the Pinnacle for extended periods of time and during hurricane season must remove their dish antenna from the balcony.

The antenna must be no larger than 1 meter in diameter, cream color, and cannot be attached to the exterior of the building or any portion of the balcony or railing.

The one exception is that if you have tile, on your balcony, a dish may be permanently installed to the tile by using screws no longer than 2 inches. This installation must be under the supervision of the Pinnacle Management. Written permission, with all details, must be submitted to Management in advance.

The antenna must be mounted in free-standing mounts as described below and cannot extend over the edge of the balcony railing or in any manner that would, in the sole opinion of the Association, create a safety hazard or threat to the integrity of the building surface or structure.

Undernocircumstancescanthesatelliteextendoverthebalconyrailing.

The minimum requirements for installing a freestanding exterior satellite antenna are:

- A pre-poured concrete container with a minimum height of 18" and minimum diameter of 28" will be used on the balcony for the freestanding mount. The container must not be attached to the balcony, walls, windows, doors, or railings.
- Two poles must be sunk into the container using Quick Crete, or a similar cement product. The first, a large pipe, must be at least 4" in diameter and 12" in height sunk in concrete inside the container. The second, a 1 5/8" in diameter pole that attaches to the antenna, is sunk into the drying concrete inside the larger pipe.
- The remainder of space in the container should be filled with the cement product (space may be left for decorative rocks or other fill).

- The height/length of the 1 5/8" pipe for mounting of the dish depends upon the positioning of the unit and the angle needed to be in proper site of the satellite.
- The one-meter or smaller dish is then mounted to the 1 5/8" pole.
- A picture will be made by management of the final installation and placed in the unit's file.

Failure to comply with the requirements of this rule C-5.14 may result in the Association having the antenna and all supporting equipment removed at the unit owner's expense.

5.15 SolarControlFilmsandSafety/SecurityFilms

Management must be informed, in advance, of a Unit Owner's intent to install Film on their windows.

The Board has negotiated a reduced price, on a group rate basis, for this installation through a local agent. You can arrange this through Management. For this, There is no need to go through the Architectural and Engineering Committee for approval, for a neutral color and material, has already been approved for this aforementioned Agent. Of course, you are free to use any Company you want. However, you must submit your plan, to the Architectural and Design Committee for approval of this installation.

5.16 BALCONYSCREENDOORS

RetractableScreenDoors

The Pinnacle Management Office must be informed in advance of a Unit Owner's intent to install Balcony Retractable Screen Doors. The installation must be under the supervision of Management. An architectural modification request form must be submitted to the Management Office and can be obtained from the Management Office. Once the Unit Owner has completed the application and submitted the forms to the Management Office the Office will then forward the application to the Architectural and Engineering Committee for approval. Once approval has been granted to the Unit Owner the Unit Owner may begin the installation. The Management Office will require that a photo be taken of the installation once it has been completed.

Specifications:

"Balcony Screen Doors" shall mean a RetractableScreen used on the balcony sliding glass doors which shall be permanently affixed or attached in a manner consistent with manufactures specifications as its main purpose or incidental to its main purpose, as protection against ultraviolet radiation to help maintain a stable indoor climate and to prevent insects from flying into the unit.

- The style of the Retractable Screens as adopted by the Pinnacle Condominium Association Board of Directors shall be as follows:
- All sliding glass doors (1/4" tempered glass panels) with access from the balcony are to use retractable Screens also known as Sliding Glass Door Screens.
- All Retractable screens are to be mounted flush against the sliding glass door frame.
- Retractable Screens shall be made of vinyl material with one of two colors, clear or a tinted black tone color to conform with the natural tint of the existing tint of the sliding glass door.
- The aluminum frame color of the retractable screens is to be "white" matching the same color of the existing window frames and balcony railing.
- Those residents leaving the Pinnacle for extended periods of time and during hurricane season must leave retractable screens in the retracted or open position.
- All screws used to install screens are to be stainless.
- Manufactures installation specifications must be submitted along with architectural modification request form.
- In additions to the above specifications, refer also to section 5.1 of Unit Exterior for additional rules and regulations specific to balconies.

6. HURRICANE SEASON

- 6.1 In case of a Hurricane Watch, all items must be removed from balconies and terraces within a certain period of time.

- 6.2 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 names(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

7. HURRICANE SHUTTERS

7.1 Specifications:

"Hurricane Shutter" shall mean any device, installation, equipment or appliance, whether permanent or temporary, affixed or attached in any manner to any portion of the exterior of a building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm.

The style of hurricane shutters as adopted by the Pinnacle Condominium Association Board of Directors as of April 29, 2002 shall be as follows:

- All doors and windows (1/4' tempered glass panels) with access from the balcony are to use Roll-up Style Shutters also known as Roll down shutters.
- All hurricane shutters are to be mounted flush against (alongside touching) the sliding glass door and window frame.
- All hurricane shutters must be able to be opened from the inside.
- All hurricane shutters shall be made of aluminum material.
- The color of all hurricane shutters is to be "white" matching the same color of the existing window frames and balcony railing.

Operation of Hurricane Shutter

1. No Hurricane Shutter shall be closed, except during the time necessary to protect the unit from severe storm, water or wind damage. At all other times, the Hurricane Shutter shall remain open. Under no circumstances shall a Hurricane Shutter be closed for any reason, including, but not limited to, security protection or lighting.

2. The Hurricane Shutter shall, at all times, whether open or closed, be fastened securely in place in accordance with manufacturer, building code and installation requirements.

The very specific details, for the installation of Hurricane Shutters and the application, are available from the management. It is imperative that you read this before purchasing Hurricane shutters.

- 7.2 In case of hurricane, it is mandatory that hurricane shutters be installed on all beach level cabanas at the expense of the owner. The board will set the fee for each cabana and charge accordingly.

8. INCIDENT AND MAINTENANCE REPORTING

- 8.1 "We are here to serve you." These words are sometimes overused and under-delivered, however at Pinnacle; this is Management's primary objective. With this in mind, we would like to address the specific area of Incident and Maintenance Reporting. In some cases, we have found our members to be reluctant to report incidents, assuming either that we are already aware, or that another party has reported the same. This is not always the case. Property incidents can include water leakage, moisture buildup, the presence of mildew, and equipment not operating properly. From a personal injury standpoint, these reports can include trip and fall hazards or any other possibly unsafe conditions you may observe. Our management welcomes and encourages you to report any of these issues whether or not you feel it is the Association's and Management's responsibility. Upon receipt of your report, we first log the incident to see whether or not another party has reported it to us. Next, we assign and dispatch the appropriate person to investigate. If corrective action is taken, or if it is an issue that we either cannot resolve, or are not responsible to resolve, we will advise you.

If at any time your Unit is involved in an incident which involves a leak of any sort you must report this incident to the Management Office. As a Unit Owner you are responsible to immediately contact an insured water restoration company, who is qualified, to make all necessary repairs and treatments to your Unit in order to prevent any type of mold or mildew from growing. If the Unit Owner fails to follow the proper procedures that Unit Owner may be held liable for any future findings of mold that can be directly linked to that Unit Owners specific incident.

As you can see, it is our objective to be proactive in the Management process and we encourage you to always alert management of any potential problem.”

9. NUISANCES

- 9.1 No nuisances (as defined by the Association) shall be allowed on the Condominium or Association property , nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association property by it's residents, occupants or members. No activity specifically permitted by this declaration shall be deemed to be a violation of this section.
- 9.2 Should Management receive a complaint of excessive noise created by the sliding of the balcony doors, Management has the right to investigate this matter. If it is determined that the sliding door is defective, thus creating a nuisance, the Unit Owner must have this repaired at their expense.

10. SOUND TRANSMISSION BETWEEN FLOORS TO THE APARTMENT BELOW:

- 10.1 Where floors are not covered with carpet and rugs, protective sound pads, such as felt, must be adhered to the bottoms of the legs of all moveable furniture so as to eliminate this type of sound transmission to the apartment below. The same noise restriction applies to moveable balcony furniture.

D. PROCEDURE

1. RULE AUTHORITY

- 1.1 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 combinations thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, 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 the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to.
- 1.2 Notice – The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing 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 statements of the provisions of the declaration, association by-laws or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- 1.3 Hearing – The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. 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 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.

- 1.4 Fines – The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- 1.5 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.
- 1.6 Payment of Fines – Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- 1.7 Application of Fines – All monies received from fines shall be allocated as directed by the Board of Directors.
- 1.8 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 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 Owner or occupant.

2. VIOLATIONS OF RULES, REGULATIONS OR OTHER GOVERNANCE

- 2.1 Complaints or concerns about violations of the Rules and Regulations of the Pinnacle Condominium Association will only be considered in written form.
- 2.2 The Rules & Regulations Violation Report form will include: (a) the Unit Owner or individual allegedly in violation of a rule or regulation, (b) the rule or regulation that was allegedly violated, (c) a description of the violation including date and time it was noticed, (d) any witnesses to the violation and (e) any communication that may have happened with the violating party prior to the reporting of this violation.
- 2.3 The form is to be filed with the Pinnacle management office.
- 2.4 Pinnacle management will immediately copy the violation report and deliver it to the Chair of the Rules, Regulations and Communications committee.
Management will be responsible for investigating a reported violation as well as any violations observed or reported by Pinnacle staff.
- 2.6 If, at any time, Pinnacle management and the Chair of the Rules, Regulations and Communications committee agree, a warning notice will be sent to the alleged violator (either delivered, sent by regular mail or registered mail as they deem appropriate) informing the Unit Owner of the alleged violation and requesting that they take corrective action within a certain period of time. If no action is taken within the cure period or the alleged violator disputes, in writing, the charge, then the alleged violator will be notified, in writing, of their rights under the By-Laws of the Pinnacle Condominium Association and Rule 17 of Schedule A of the By-Laws.
- 2.7 Valid violation reports will be recorded at the meetings of the Rules, Regulations and Communications committee.
- 2.8 A majority vote of the attending members of an official Rules, Regulations and Communications committee meeting can call for a hearing relating to any violation of Pinnacle rules, regulations, by-laws or covenants. The Unit Owner who is allegedly in violation will be notified, judged and, if necessary, penalized in accordance with the By-Laws of the Pinnacle Condominium Association and Rule D-1 herein (formerly Rule 17 of Schedule A of the By-Laws as amended).

3. NEW RULES OR RULES CHANGES

- 3.1 Proposed rules or rules changes for the Pinnacle Condominium Association will only be considered in written form.
- 3.2 The Rules & Regulations Proposal form will include: (a) the printed name and signature of the Unit Owner or individual submitting the proposal, (b) the rule or regulation that is proposed, (c) a detailed justification for the proposed rule or regulation including problems it would resolve, (d) the printed name and signature of any other Unit Owner or Owners who support the proposed rule or regulation and (e) what would be the expense, if any, to the Pinnacle Condominium Association for implementing the proposal or developing a system necessary to enforce the proposal.
- 3.3 The form is to be filed with the Pinnacle management office. If the form is not filed in person, management will immediately notify the person submitting the form that the form has been received and is being processed.

- 3.4 Pinnacle management will immediately copy the Rules & Regulations Proposal form and deliver it to the Chair of the Rules, Regulations and Communications committee to be included on the agenda for the next possible meeting of the committee.
- 3.5 Management will be responsible for researching and reporting to the Rules, Regulations and Communications committee the feasibility and impact of any proposed rule placed on the agenda for a meeting.
- 3.6 Unit Owners who submit proposals for rules and regulations will be notified at least 48-hours in advance of the first meeting of the Rules, Regulations and Communications committee which will discuss, consider or take action on their proposal.
- 3.7 Notwithstanding the above procedure, new proposals for rules and regulations which are first brought to any official meeting of the Rules, Regulations and Communications committee by committee members or, subject to the committee approval, Unit Owners, may be discussed, considered, rejected Or passed to the Board of Directors for approval without notification prior to the committee meeting.
- 3.8 Action on proposed rules and regulations will be accordance with the By-Laws of the Pinnacle Condominium Association and Rule D-1 herein (formerly Rule 17 of Schedule A of the By-Laws).

4. DISCLAIMER ON RULES

- 4.1 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.
- 4.2 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.
 - a) 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 therefor and good cause shown in the sole option of the Board.

5. POSTING OF OFFICIAL NOTICES

- 5.1 Official notices of meeting of the Pinnacle Condominium Association will be posted at bulletin boards in all common areas in the Condominium.
- 5.2 Official notices for all meetings of the Board of Directors will be printed on Yellow paper.
- 5.3 Official notices for all meetings of Committees of the PCA will be printed on Blue paper.
- 5.4 Notices of functions or events sponsored by the PCA will be printed on any color paper except Blue and Yellow and must be removed in favor of official notices of meetings of the Board or Committees.
- 5.5 Management will design a standardized style for each formal notification, which will be used for all PCA meetings.
- 5.6 Official notification areas are reserved for the exclusive announcement of Board and Committee meetings or PCA functions or events.

6. PINNACLE CONDOMINIUM ASSOCIATION NEWSLETTER

- 6.1 The Secretary of the Board will be responsible for coordinating the Pinnacle Press
- 6.2 Prior to publication, the newsletter must be approved by the President of the Board of Directors of the Pinnacle Condominium Association. The President will give his approval in an expeditious manner. The Pinnacle Condominium Newsletter is the official voice of the Pinnacle Condominium Association.
- 6.3 There will be a minimum of three Newsletters a year.

7. LEASING AND RENTAL PROCEDURES

- 7.1 Pursuant to Section 17.8 of the Declaration of the Pinnacle Condominium, the Association requires that Unit Owners leasing, renting or transferring occupancy of their unit to others must place into escrow with the

Association a deposit of \$5,000 or, with acceptable documentation, a sum equal to the equivalent of one month's rental.

- 7.2 Pursuant to Section 18 of the Declaration of the Pinnacle Condominium, the Association requires that when a Unit Owner leases or rents a Unit, that Unit Owner will surrender his rights to use Common Elements and Association Property to the Renter or Lessee.

The owners, during the time period of the rental, must surrender the parking decal(s) from their car prior to the tenants being issued parking permits.

- 7.3 The Unit Owner will be responsible for completing and signing an Association form acknowledging and accepting total responsibility and liability for all actions of his/her renters or lessees (and their guests), the transfer of rights to use Association Property and Common Elements to the renters and lessees, the name or names of renters or Lessees authorized to occupy the unit and the start and end dates of the lease.

- 7.4 A form must be completed by all individual lessees or renters (and their guests) acknowledging that they have read, understand and accept all Rules and Regulations of the Pinnacle Condominium Association. A brief synopsis of certain rules will be provided to the renters or lessees when they register to receive Pool/Beach passes and Parking permit. Failure of the Association to present a synopsis does not relieve the Unit Owner of his/her responsibility to inform the lessees and renters of all rules and regulations in all Pinnacle documents. Unit Owners remain responsible for all actions of their renters and lessees (and their guests).

- 7.5 To maintain the security of the Owner's Unit and all Association Property and Common Elements, Lessees or Renters will not be issued keys for access to any Owner's Unit, Beach and Pool passes, Parking permits or any other Common Element or Association Property without the completion of all provisions of this Association Rule.

- 7.6 Each time a unit is rented, the owner must pay, in advance, a \$100 administrative fee; and each time a unit is sold, the purchaser must pay a \$100 administrative fee.

- 7.7 Leasing Restrictions – Please refer to Section “E” Amendments to the By-Laws article “E” #5.

The following are excerpts from these Amendments.

Lease Terms- No Leases shall be approved for a period or term of less than three (3) consecutive months. Lease Approval- After receipt of such lease occupancy application and information, then within fourteen (14) days the Association must either approve or disapprove the lease transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association. If rejected, the tenancy or occupancy pursuant to the leases shall not take place.

- 7.8 Lessee is not allowed to authorize access to the building to other guests or visitors unless they are present at the building.

- 7.9 Visitors and guests are not allowed to authorize access to other visitors or guests.

8. COMMUNICATION WITH THE BOARD OF DIRECTORS

- 8.1 Every Unit Owner, who desires to speak at a Board Meeting, may do so provided that the Unit Owner has filed a written request with the Secretary of the Association not less than 48 hours prior to the scheduled time for commencement of the Meeting. A Unit Owner does not have the right to speak with respect to items not specifically designated on the Agenda.

- 8.2 Concerns and/or suggestions can be given to the Board in writing. To be part of the next Board Meeting, it must be received not less than 48 hours prior to the scheduled time for the Commencement of the Meeting.

E. AMENDMENTS TO THE BY-LAWS AND ARTICLES OF INCORPORATION OF THE PINNACLE ASSOCIATION, INC.

1. Amendment to Article 4, Section 4.3(b) of the By-Laws to preclude more than three (3) absences at meetings by a Director as follows:

“(b) Any Director elected by the members may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for the purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director. Any Director who does not attend, in person, whether excused or unexcused three (3) Board of Directors meetings whether regular or special since the last annual meeting of the membership of the Association, shall be determined to have resigned their position on the Board effective upon the conclusion of the third board meeting that said director failed to attend.
2. Amendment to Article 4, Section 4.6 of the By-Laws to require monthly Board Meetings as follows:

“Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. The Board of Directors shall be required to hold monthly meetings, according to the provisions stated in this Section 4.6 and elsewhere in these By-Laws. Meetings of the Board of directors may be held by telephone conference, with those directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used so that the conversation of those Directors attending by telephone may be heard by the Directors and Unit Owners attending such meeting in person. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors if where required by the Act. A Director or member of a Committee of the Board of Directors may submit in writing his/her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may be not be used for the purposes of creating a quorum.
3. Amendment Article 4, Section 4.1 and 4.3(b) of the By-Laws and Article 10, “4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors must be natural persons who are 18 years of age or older and must either be a member of the Association or the designated voting representative of a corporate unit owner. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). Directors may not vote at Board meetings by proxy or by secret ballot.

(b) Any Director elected by the members may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for the purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the Condominium or the removal of a Director from the designation as the voting representative of a corporate Unit Owner) shall constitute the resignation of such Director.
4. Amendment Article 10, Section 10.1 of the Articles of Incorporation to required that a Director be a member of Association or voting representative of a corporation owner as follows:

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors must either be members of the Association or the designated voting representative of a corporate unit owner.

5. Amendment Article Effective January 12th, 2004 Amendment to Article 17, Section 17.8 of the Declaration of Condominium. Leases. No unit shall be leased and no occupancy of a unit shall be permitted pursuant to a lease unless the lease and all proposed occupants are approved for occupancy by a Committee composed of Unit Owners appointed by the Board, prior to the lease term or any occupancy contemplated hereunder.

Lease Terms- No Leases shall be approved for a period or term of less than three (3) consecutive months.

Lease Form- The Association may adopt a form of lease, in which event the use of such lease form shall be a prerequisite to approval of the tenancy.

Fees- Every request for approval of a proposed lease shall be accompanied by an approval fee, per applicant, in the highest amount permitted by law, or such lesser amount as the Board may, from time to time. The approval fee shall be paid with the giving of the occupancy application and the application shall not be processed unless and until the fee is paid. The time frame for approval of the lease shall not begin to run until all true, correct and completed documentation has been received, including any additional documentation or information reasonably requested by the Association, and the approval fee is paid. Payment of the approval fee shall be in the form of cashier's check, certified check or money order. Personal checks shall not be deemed received unless and until the funds have cleared.

Lease Approval - After receipt of such lease occupancy application and information, then within fourteen (14) days the Association must either approve or disapprove the lease transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association. If rejected, the tenancy or occupancy pursuant to the lease shall not take place.

Unauthorized Leases - In the event the lessee moves in without the prior written permission of the Association, the lease application shall be deemed automatically withdrawn and the Association shall take all necessary legal acts terminating this unauthorized tenancy. In the event a unit owner fails to bring the conduct of any tenant into compliance with the Condominium Documents or otherwise leases or rents a unit without the advance written approval of the Board of Directors, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the unit owner which shall be secured by assessment and lien in the same manner as common expense charges.

Lease Disapproval- If the Association shall disapprove a Lease of a Unit, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made. Nothing herein shall be construed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease, lessee, or application for lease.

6. Amendment to Article 18 of the Declaration of Condominium.

18. Selling and Mortgaging of Units. Subject to the provisions of this Declaration, each Unit Owner shall have the right to sell and or mortgage his Unit without restriction. Also subject to the provisions of this Declaration, each Unit Owner shall have the right the Lease his Unit so long as the approval of the Association is obtained. No Lease shall be approved for a period or term of less than three (3) consecutive months.

F. CITY OF SUNNY ISLES, CODES

DOGS ON THE BEACH

Section 5-4 of the City Code of Ordinances, deems it unlawful to permit or allow any dog into or upon any Public Park or Beach. Violators are subject to an immediate fine of \$50.00.

APPENDIX

APPENDIX A – Flooring Installation NOISE RESTRICTIONS (Sec. C-4.4)

The Association's approval of the proposed flooring installation does not constitute an acknowledgement or warranty that the floor is properly installed. It is the Unit Owner's sole responsibility to ensure that the contractor installs the underlayment and the floor materials in compliance with the manufacturer's specifications and that the floor coverings as installed, result in a minimum Sound Transmission Classification (S.T.C.) of 52 and a minimum Impact Isolation Classification (I.I.C.) of 52.

If the floor covering, as installed, is found to be in violation of the aforementioned requirements, the violating Unit Owner shall be liable for all costs incurred in testing. In addition, the Association shall be entitled to recover from the violating Unit Owner all reasonable attorney's fees and costs (including but not limited to pre-trial, arbitration, mediation, trial and appellate) incurred in testing, removal of floor covering and all other expenses associated with curing the violation, obtaining compliance, and all remedies to obtain compliance.

Any resident (complainant) who believes that a neighboring unit has improperly installed flooring shall notify the Association that he/she believes a violation exists. The Association shall investigate the source and severity of the noise and advise the complainant of its conclusion. The complainant may, at its own expense, retain an expert compliance. If such expert determines that the floor is not in compliance and shall be entitled to reimbursement of testing costs and all costs of compliance from the violating Unit Owner. If the expert determines the floor complies with the Association's requirements, then the complainant shall not be reimbursed for any costs, including the costs of the expert. If the complainant does not retain an expert, the Association shall be under no obligation to take any further action regarding the noise, other than its initial investigation.

Any owner seeking approval for installation of flooring other than carpeting shall execute appropriate documentation setting forth the agreement in connection with this rule.

Appendix B - Guest Administrative Fee (Sec A 3.7 and Sec A 8.1)

The above item was approved in the Condominium Association Directors meeting and is effective as of August 19, 2010.

The following fee will apply to all guest usage per the Association Rules & Regulations: 3.7 Guests & 8.1 Conditions on Guest in an Owners Absence.

This fee is payable at the time of submitting the Temporary Authorization Form to the Property Management Office. Payment is to be made in the form of a check or money order payable to the Pinnacle Condominium Association, Inc. If payment is not received prior to occupancy, usage of the Pinnacle Condominium amenities will be denied and guest passes for pool/beach services and general access to amenities will not be provided. Please be advised that a Guest Pass is not an Access Pass.

Fee: \$225 + \$25 Parking Fee: Total = \$250

The purpose of this fee: Properly register all Guests in accordance with the association rules and regulations.

- 1. Completion of Temporary Authorization Form from unit owner with review and approval from management. (Within rules and regulations guideline).*
- 2. Completion of Guest Application for Occupancy (this form is an abbreviated version of the form used for new purchase and tenant application for occupancy)*
- 3. Schedule brief screening with a Director on the first day of occupancy; also provide association rules and regulations.*
- 4. Administer amenities pass for pool/beach services. Includes the production of photo pass with guest name, unit number, owner name and expiration date.*
- 5. Register vehicle for temporary valet or assigned parking. If assigned garage parking is used a temporary parking permit will be issued.*

Policies for Guest Administrative Fee:

- 1. Does not apply to residents that are listed on the permanent residents list. Permanent residents are considered immediate family and must be listed with the property management office.*
- 2. Owners – will not incur a fee when in residence and have guests on property.*
- 3. Tenants – may only have guest when in residence and guest must be registered (no charge)*
- 4. This fee applies to all units regardless of the length of ownership within the Condominium.*

Appendix C - Sliding Balcony Doors (9.2) (BOD Meeting):

The Board of Director shall have the right, upon providing prior notice, to enter (and/or cause its agents to enter) the Units during reasonable hours in order to confirm that the Balcony Doors (the definition of which shall include for the purpose of this rule, without limitation, the tracks and rollers that surround and/or form a portion of the Balcony Doors) are in good working order and to cause inspections to be performed in connection with same. Should the Board of Directors determine, in its reasonable discretion, that a repair or replacement needs to be made to the Balcony Doors, the Association shall provide the Owner of the Unit responsible for the maintenance and/or replacement of such Balcony Door with written notice of the repair and/or replacement that must be made (the "Repair Notice"). Within fourteen (14) days following the date of the Repair Notice, the Unit Owner shall cause the requested repair(s) and/or replacement(s) to be made (the "Repair Period"). Beginning on the fifteenth (15th) day following the date of the Repair Notice the Association and/or its agents shall have the right to enter the Unit by providing prior written notice to perform an inspection during reasonable hours and to confirm that the repair(s) and/or replacement(s) set forth in the Repair Notice have been made. Should the Unit Owner fail to make the repair(s) and/or replacement(s) set forth in the Repair Notice within the Repair Period, the Association shall have the right, in its sole and absolute discretion, to again enter the Unit following prior notice and during reasonable hours to cause the repair(s) and/or replacement(s) set forth in the Repair Notice to be made and to charge the Unit Owner who failed to make the repair(s) and/or replacement(s) for the cost of same. Such charge shall be considered an assessment against such Owner's Unit and shall be fully lienable and collectible like any other Assessment as set forth in Article 13 of the Declaration of The Pinnacle Condominium.

Appendix D - Impact fees (Pursuant to BOD Meeting motion passed on July 2nd, 2014 and is effective as of August 1st, 2014):

Prior to undertaking any addition, alteration, or improvement to a Unit, and in addition to any other requirements the Association may have in place with respect to same, the Unit Owner shall cause to be paid an impact fee to the Association in an amount equal to no less than 5% of the estimated value of the proposed addition, alteration, or improvement, as determined by the Board of Directors in its sole and absolute discretion. At no time shall the impact fee exceed a cost \$5,000 for the addition, alteration, or improvement to the Unit.