IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit Corporation

CASE NO:

Plaintiff,

vs.

RIVERWALK EAST DEVELOPMENT, LLC, a Florida limited liability company, BISCAYNE 303, LLC, a Florida limited liability company, GC BUILDERS INTERNATIONAL LLC, a Florida limited liability company, G AND G BUSINESS DEVELOPMENTS, LLC, a Florida limited liability company, G AND G BUSINESS DEVELOPMENTS II LLC, a Florida limited liability company, SUPER HOLDINGS LLC, a Florida limited liability company, INTERNATIONAL BOOKING SERVICES LLC, a Florida limited liability company, RIVERSIDE ALLIANCE MANAGEMENT LLC, a Florida limited liability company, POLTER, LLC, a Florida limited liability company, CLEANING MIAMI FLORIDA LLC, a Florida limited liability company, MULTITRONIK LLC, a Florida limited liability company, GERMAN COTO, MARCELO SCARINCI, GUILLERMO CACAGNO, individually and as former Directors of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., GLORIA A. GARCIA, individually and as Manager of G AND G BUSINESS DEVELOPMENTS, LLC, LEONARDO POLO individually and as Manager of POLTER, LLC, MARIA ELIANA POLO individually and as Manager of CLEANING MIAMI FLORIDA LLC, and DANIEL RICARDO ANDRADA, individually and as Manager of RIVERSIDE ALLIANCE MANAGEMENT LLC,

Defendants.

_______________________________________/

COMPLAINT

Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit Corporation (the "Plaintiff" or the "Association") acting on its own behalf and on behalf of its residential unit owners (the "Unit Owners"), hereby sues RIVERWALK EAST DEVELOPMENT, LLC, a Florida limited liability company, RIVERWALK EAST DEVELOPMENT, LLC, a Florida limited liability company, BISCAYNE 303, LLC, a Florida limited liability company, GC BUILDERS INTERNATIONAL LLC, a Florida limited liability company, G AND G BUSINESS DEVELOPMENTS, LLC, a Florida limited liability company, G AND G BUSINESS DEVELOPMENTS II LLC, a Florida limited liability company, SUPER HOLDINGS LLC, a Florida limited liability company, INTERNATIONAL BOOKING SERVICES LLC, a Florida limited liability company, RIVERSIDE ALLIANCE MANAGEMENT LLC, a Florida limited liability company, POLTER, LLC, a Florida limited liability company, CLEANING MIAMI FLORIDA LLC, a Florida limited liability company, MULTITRONIK LLC, a Florida limited liability company, GERMAN COTO, MARCELO SCARINCI, GUILLERMO CACAGNO, individually and as former Directors of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., GLORIA A. GARCIA, individually and as Manager of G AND G BUSINESS DEVELOPMENTS, LLC, LEONARDO POLO, individually and as Manager of POLTER, LLC, MARIA ELIANA POLO individually and as Manager of CLEANING MIAMI FLORIDA LLC, and DANIEL RICARDO ANDRADA, individually and as Manager of RIVERSIDE ALLIANCE MANAGEMENT LLC, (collectively, the "Defendants") and in support thereof, states:

I. NATURE OF ACTION

This action arises from a deliberate and multifaceted scheme orchestrated by GERMAN COTO, the principal of the Developer of the Aston Martin Residences Miami, to enrich himself, his family, and his affiliated entities at the direct expense of the Association and its Unit Owners. Through a network of interconnected companies and conflicted individuals, Defendants engaged in pervasive self-dealing, fraud, and statutory violations during the development, turnover, and initial operation of the Association.

Unit Owners purchased their residences relying on promises of luxurious amenities – including a marina, a helipad, and exclusive beach club privileges – as well as assurances of ethical development and compliance with Florida law. Defendants not only failed to deliver these promised amenities but also systematically looted Association funds, breached fiduciary duties, and flouted the Florida Condominium Act (Chapter 718 of the Florida Statutes). The result: millions in misappropriated funds, incomplete records, and ongoing harm to the Association's financial integrity and operations. Plaintiff seeks compensatory damages, rescission of tainted contracts, equitable accounting, and all other appropriate relief to remedy these wrongs and prevent further injustice.

II. JURISDICTION, PARTIES & VENUE

1. This is an action for damages, breach of fiduciary duty, fraud, conspiracy to defraud, unjust enrichment, violations of Chapter 718, Florida Statutes, rescission, and an accounting involving an amount in excess of $50,000.00, exclusive of interest, attorneys' fees, and costs. This Court has jurisdiction over these claims pursuant to Section 26.012, Florida Statutes.

2. Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., is a non-profit corporation located in Miami-Dade County, Florida at 300

Biscayne Boulevard Way Miami, Florida 33131 (the "Condominium") and is a condominium association organized pursuant to Section 718, Florida Statutes (the "Condominium Act").

3. The Condominium was established by the recording of its Declaration of Condominium on March 19, 2024, in Official Records Book 34141 at Page 634 of the Miami-Dade County public records (the "Declaration"). The Association is the entity responsible for the operation, management, and maintenance of the Condominium, pursuant to the Condominium Act and the Association's recorded governing documents including the Declaration, Articles of Incorporation, and Bylaws, all as amended from time to time (collectively, the "Governing Documents"). A copy of the Association's recorded Governing Documents, as amended, is attached hereto and incorporated herein as **Composite Exhibit "A."**

4. The Association brings this action in its own right and on behalf of its unit owners (the "Unit Owners") under Section 718.111, Florida Statutes and Florida Rule of Civil Procedure 1.221.

5. Defendant, RIVERWALK EAST DEVELOPMENT, LLC ("Riverwalk East" or the "Developer") is a Florida limited liability company which is registered and authorized to transact business in the State of Florida, with its principal address being 1200 Brickell Ave, Suite 1660, Miami, Florida 33131. Riverwalk East is the Developer under Section 718.103(17) of the Florida Statutes and as defined in the Association's Declaration.

6. Defendant, SUPER HOLDINGS LLC ("Super Holdings") is a Florida limited liability company which is registered and authorized to transact business in the State of Florida, with its principal address being 1200 Brickell Ave, Suite 1660, Miami, Florida 33131.

7. Defendant, BISCAYNE 303, LLC ("Biscayne 303") is a Florida limited liability company which is registered and authorized to transact business in the State of Florida, with its

principal address being 1200 Brickell Ave, Suite 1660, Miami, Florida 33131.

8. Defendant, G AND G BUSINESS DEVELOPMENTS, LLC ("G&G") is a Florida limited liability company which is registered and authorized to transact business in the State of Florida, with its principal address being 1200 Brickell Ave, Suite 1660, Miami, Florida 33131.

9. Defendant, G AND G BUSINESS DEVELOPMENTS II LLC ("G&G II") is a Florida limited liability company which is registered and authorized to transact business in the State of Florida, with its principal address being 1200 Brickell Ave, Suite 1660, Miami, Florida 33131. Biscayne 303's sole manager is G&G II. G&G II's sole manager is Coto.

10. Defendant, GERMAN COTO ("Coto") is an individual who resides in Miami-Dade County and is otherwise *sui juris.* Coto is the former President and director of the Association. Coto is the principal in control of Developer, Super Holdings, G&G II, GC Builders, and Biscayne 303. Coto is also a co-manager of G&G.

11. Defendant, GLORIA A. GARCIA ("Garcia") is an individual who resides in Miami-Dade County and is otherwise *sui juris*. Garcia is a co-manager of G&G and is the mother of Coto.

12. Developer, Super Holdings, and G&G II (the "Developer Entities") are all related entities and subsidiaries run by the main principal Coto.

13. Coto's shell game is organized as follows: the sole manager of Developer is Super Holdings. The sole manager of Super Holdings is G&G II. The sole manager of G&G II is Coto. **As such, Coto is the sole principal and operator of all three entities, Developer, Super Holdings, and G&G II.**

14. Moreover, the sole manager of Biscayne 303 is G&G II. The sole manager of G&G II is German Coto.

15. Defendant, GC BUILDERS INTERNATIONAL LLC ("GC Builders") is a Florida limited liability company which is registered and authorized to transact business in the State of Florida, with its principal address being 1200 Brickell Ave, Suite 1660, Miami, Florida 33131.

16. Defendant, INTERNATIONAL BOOKING SERVICES LLC ("International Booking") is a Florida limited liability company which is registered and authorized to transact business in the State of Florida, with its principal address being 1200 Brickell Ave, Suite 1660, Miami, Florida 33131. International Booking is a business that purported to provide concierge services for the Association.

17. Defendant, RIVERSIDE ALLIANCE MANAGEMENT LLC ("Riverside") is a Florida limited liability company which is registered and authorized to transact business in the State of Florida, with its principal address being 1200 Brickell Ave, Suite 1660, Miami, Florida 33131. Riverside is a business that purported to have provided property management services for the Association prior to Turnover (defined below).

18. Defendant, POLTER, LLC ("Polter") is a Florida limited liability company which is registered and authorized to transact business in the State of Florida, with its principal address being 6160 SW 195th Ave, Fort Lauderdale, Florida 33332. Polter is a business that purported to provide security services for the Association.

19. Defendant, CLEANING MIAMI FLORIDA LLC ("Cleaning Miami") is a Florida limited liability company which is registered and authorized to transact business in the State of Florida, with its principal address being 10951 Cypress Rd, Pembroke Pines, Florida 33026. Cleaning Miami is a business that purported to provide custodial and/or cleaning services for the Association.

20. Defendant, MULTITRONIK LLC ("Multitronik"), is a Florida limited liability company which is registered and authorized to transact business in the State of Florida, with its principal address being 1200 Brickell Ave, Suite 1660, Miami, Florida 33131. Multitronik is a business that purported to contract with the Association to provide IT services as well as Access Control, CCTV, FAS, and D1 Systems.

21. Defendant, MARCELO SCARINCI ("Scarinci") is an individual who resides in Miami-Dade County and is otherwise *sui juris.* Scarinci is a former Secretary, Treasurer, and Director of the Association. Scarinci was one of the three Association board members appointed by Developer. Upon information and belief, Scarinci is also an agent, officer, employee and/or director in some of the Developer Entities.

22. Defendant, GUILLERMO CACAGNO ("Cacagno") is an individual who resides in Miami-Dade County and is otherwise *sui juris.* Cacagno is a former Vice President and Director of the Association. Cacagno was one of the three Association board members appointed by Developer. Upon information and belief, Cacagno is also an agent, officer, employee and/or director in some of the Developer Entities.

23. Defendant, MARIA ELIANA POLO ("M. Polo") is an individual who resides in Miami-Dade County and is otherwise *sui juris*. M. Polo is the Manager of Cleaning Miami. Upon information and belief, M. Polo is also the wife of Leonardo Polo and an employee of Coto and/or Garcia.

24. Defendant, LEONARDO POLO ("L. Polo") is an individual who resides in Miami-Dade County and is otherwise *sui juris*. L. Polo is the sole manager of Polter. Upon information and belief, is the husband of M. Polo and is also an employee of Coto and/or Garcia.

25. Defendant, DANIEL RICARDO ANDRADA, ("Andrada") is an individual who resides in Miami-Dade County and is otherwise *sui juris*. Andrada is the sole manager of Riverside which purported to provide professional and licensed management services to the Association prior to turnover.

26. Venue is proper in Miami-Dade County, Florida as: (a) the Association is located in and conducts business in Miami-Dade County, Florida, and its Governing Documents were recorded in Miami-Dade County, Florida; (b) the causes of action accrued in Miami-Dade County, Florida; (c) all business entity Defendants either have their principal place of business in Miami-Dade County, Florida and/or do business in Miami-Dade County, Florida; (d) upon information and belief, the individual Defendants are residents of Miami-Dade County, Florida; (e) all or a substantial part of the events giving rise to the causes of action set forth herein occurred in Miami-Dade County, Florida; and (f) the conduct and actions of the Defendants described herein were directed to and did cause injury to the Association and the Unit Owners in Miami-Dade County, Florida.

27. All conditions precedent to the commencement have been satisfied, performed, waived, or excused.

28. As a direct and proximate result of the foregoing, the Association has retained the undersigned law firm and has agreed and is obligated to pay its reasonable attorneys' fees for its services. Plaintiff is entitled to those attorneys' fees and costs to be reimbursed by Defendants in the event it prevails in this Action, alter ego liability, pursuant to the Governing Documents, Section 57.105, Florida Statutes, and/or Section 718.303, Florida Statutes.

III. FACTUAL BACKGROUND

A. The Creation of the Association —Aston Martin Residences Miami.

29. The Association's Condominium is a sixty-six-floor branded residential building with three-hundred and ninety-one (391) condominium units at 300 Biscayne Boulevard Way, Miami, Florida 33131.

30. The Condominium was formed pursuant to the laws of the State of Florida in accordance with the terms of the Declaration of Condominium dated March 13, 2024, and recorded March 19, 2024, in Official Records Book 34141, Page 634-830, of the Public Records of Miami-Dade County, and as amended from time to time (collectively, the "Declaration").

31. Pre-turnover, the Developer-controlled Board consisted of Coto as President/Director, Cacagno as Vice-President/Director, and Scarinci as Secretary/Treasurer/Director.

31. Partnering with Aston Martin, the Developer marketed the project as "Aston Martin Residences Miami," publishing a prospectus showcasing elite amenities such as vessel pick-up and drop off, a marina, a helipad, and beach club access for unit owners. *See* Prospectus for 300 Biscayne Boulevard Way Condominium, Association, attached hereto and incorporated herein as **Exhibit "B."** These amenities were never delivered.

B. The Defendant Entities are Interrelated.

32. Coto, through his companies, exercises a total dominion over the Developer (Riverwalk East), Super Holdings and G&G II (the "Developer Entities"). The sole manager of the Developer is Super Holdings, the sole manager of Super Holdings is G&G II, and the sole manager of G&G II is Coto. As such, Coto is the principal, owner, and operator of the Developer, Super Holdings, and G&G II.

33. The Declaration defines "*Developer's Affiliates*" as the following:

> "Developer's Affiliates" shall mean and refer to Developer, its members, managers and officers, and its and their, as applicable, partners, officers, managers, members, directors, shareholders, employees and/ or other person who may be liable by, through or under Developer.

See Section 2.31, Declaration, **Composite Exhibit "A."**

34. The relationship can be further illustrated as set forth below:

35. Biscayne 303, G&G, GC Builders, International Booking, Cleaning Miami, Polter, and Multitronik (collectively, the "Developer Related Entities") are affiliates or alter egos, sharing addresses, agents, and personal ties to Coto and his family.

36. G&G, Super Holdings, Biscayne 303, and the Developer all have the same registered agent, Federico I. Gundin.

37. Coto is also a Manager of Biscayne 303, G&G II, and GC Builders.

38. Moreover, Super Holdings, the Developer, G&G, G&G II, International Booking, GC Builders, Riverside, and Multitronik all have the same principal and mailing address located at 1200 Brickell Ave, Suite 1660, Miami, Florida 33131.

39. Coto, through his control of the Developer Entities, has carried out a pattern and fraudulent scheme of transactions and corporate governance using self-interested transactions to fraudulently line his and his co-conspirators pockets in the development, management, operation and turnover process of the Condominium and Association at the financial expense of its Unit Owners.

40. Examples of direct relations between the individual Defendants, the Developer Entities, and the Developer Related Entities, include, without limitation:

a. **German Coto.** Principal of Developer, Super Holdings, Biscayne 303, G&G (manager), G&G II (manager), and GC Builders (manager). Original President and Director of the Association from November 30, 2023, through date of Turnover (defined below). Son of Garcia.

b. **Gloria A. Garcia.** Principal of G&G (manager). Mother of Coto.

c. **Marcelo Scarinci.** Former Secretary, Treasurer, and member of the Board of Directors of the Association pre-turnover and an employee of one or more of the Developer Entities. He was appointed to the Board of Directors by Developer.

d. **Guillermo Cacagno**. Former Vice President and member of the Board of Directors of the Association pre-turnover and an employee of one or more of the Developer Entities. He was appointed to the Board of Directors by Developer.

e. **Leonardo Polo.** Manager of Polter. Husband of Maria Eliana Polo, employee to German Coto and/or Gloria A. Garcia.

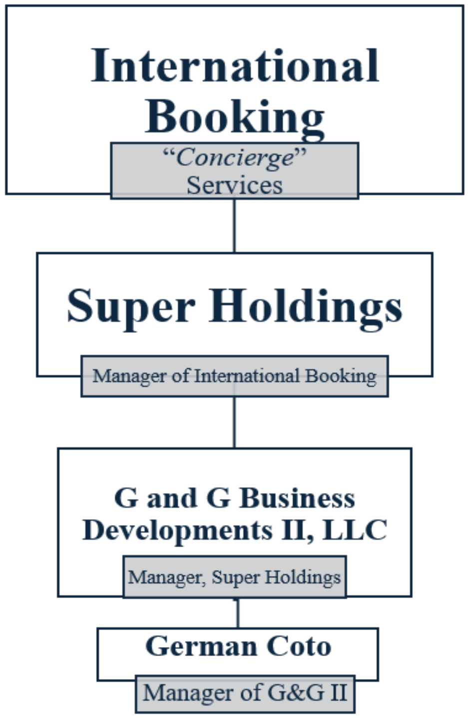
f. **Maria Eliana Polo.** Manager of Cleaning Miami. Wife of Leonardo Polo. employer to German Coto and/or Gloria A. Garcia.

g. **Daniel Ricardo Andrada.** Contractor of the Association who executed a contract with the Association as a "Creative Designer."

h. **Federico I. Gundin.** Registered agent for the Developer, Super Holdings, G&G, and International Booking.

41. Moreover, the following non-exhaustive charts and diagrams illustrate the various relationships between the Defendant Entities:

Entity	Ownership	Role	Financial Affiliation
Riverwalk East Developments, LLC	Super Holdings, LLC	Developer	Developer
Super Holdings, LLC	G and G Business Developments II LLC	Developer Entity	Developer Subsidiary
G and G Business Developments, LLC	German Coto Gloria Garcia	Developer Entity	Utility Invoices
Biscayne 303 LLC	G and G Business Developments II LLC	Developer Related Entity	Unit 303 Lease
GC Builders International LLC	German Coto	Developer Related Entity	Building Maintenance
G and G Business Developments II LLC	German Coto	Developer Related Entity	Concierge Services Unit 303 Lease
International Booking Services LLC	Super Holdings, LLC	Developer Related Entity	Concierge Services
Cleaning Miami Florida LLC	Maria Eliana Polo	Developer Related Entity	Cleaning Services
Polter, LLC	Leonardo Polo	Developer Related Entity	Security Services



C. The Improper and Unlawful Turnover by the Developer.

42. On November 30, 2023, the Developer filed the Association's initial Articles of Incorporation with the Florida Division of Corporations.

43. "Turnover" under Section 718.301 of the Florida Statutes as well as Section 4.15 of the Association's By-Laws require the Developer to transfer control to Unit Owners and deliver key items, including a comprehensive audit of financial records (the "Turnover Audit;" § 718.301(4)(c)), books, contracts, funds, and inspection reports. All pre-Turnover Board actions are deemed Developer actions, imputing liability for violations (§§ 718.301(5), (6)).

44. On March 5, 2025, in an attempt to cover up their financial fraud, self-dealing and bury evidence of their continuous violations of law, Coto and his agents, employees, family members and/or friends attempted to manipulate and stack the Board during the statutorily required Developer to Owner transition election with developer- friendly representatives including, by refusing to expand the Board membership to more than 3 candidates.

45. The Developer effected an unlawful and incomplete Turnover, failing to, without being limited to, the following:

a. Provide a comprehensive and/or legally sufficient Turnover Audit to the Association despite repeated demands.

b. Deliver a complete set of Association books and records.

c. Preserve data on devices used by employed individuals who had company laptops, e-mails, tablets, and cell phones, which had been wiped clean and all data removed from some or all of these devices.

d. Grant access to pre-Turnover email domain "300biscaynehoa.com" controlled by the Developer, Riverside and/or Multitronik.

46. Because of the insufficient Turnover Audit and lack of records, the present Board of Directors of the Association has been unable to fully assess the full financial state of the Association—and the depths to which financial fraud permeates.

47. Upon an initial review of the incomplete books, records, financial statements, and contracts of the Association by its current Board of Directors and its retained professionals, it is clear that the Developer, the Developer Entities, and the Developer Related Entities have been engaged in an immense shell game and fraudulent scheme rife with breaches of the former board's fiduciary duties, violations of Florida law, and overall unlawful conduct.

D. Specific Acts of Self-Dealing, Fraud, And Violations of The Declaration and The Condominium Act.

48. Section 718.302(4) of the Florida Statutes states in relevant part that: "any contract made by an association prior to assumption of control of the association by unit owners other than the developer, **shall be fair and reasonable**." FLA. STAT. § 718.302(4) (emphasis added).

49. Section 718.3027 of the Florida Statutes, titled "[c]onflicts of interest" as well as Section 5.2 of the Association's By-Laws state in relevant part the following:

> (1) Directors and officers of a board of an association that is not a timeshare condominium association, and the relatives of such directors and officers, **must disclose to the board any activity that may reasonably be construed to be a conflict of interest**. A rebuttable presumption of a conflict of interest exists if any of the following occurs without prior notice, as required in subsection (5):
>
> (a) A director or an officer, or a relative of a director or an officer, enters into a contract for goods or services with the association.
>
> (b) A director or an officer, or a relative of a director or an officer, holds an interest in a corporation, limited liability corporation, partnership, limited liability partnership, or other business entity that conducts business with the association or proposes to enter into a contract or other transaction with the association.

FLA. STAT. § 718.3027(1)(a)-(b) (emphasis added).

50. The Developer, the Developer Entities, and the Developer Related Entities have violated Florida law, including Chapter 718 and the subsections set forth above, as well as sections of the Association's governing documents to which some of them are a party in the management, operation, and control of the Association Pre-Turnover.

51. The following transactions, contracts, and dealings between the Defendants illustrate the many instances of unlawful, excessive, and fraudulent self-dealing transactions completed by the Developer Entities and the Developer Related Entities in violation of Florida law:

(a) <u>Fraudulent Unit 303 Office Lease and Ensuing Lawsuit.</u>

52. The Condominium building has specific built-out spaces that were constructed for the purposes of office space for the management team and to run the daily operations of the Association. *See* Exhibit A at Ex. 1.

53. Nonetheless, Developer built out Unit 303 ("Unit 303"), which is a residential unit with a kitchen and bathroom to a related entity and sold it to a related entity, Biscayne 303, for the

purposes of managing the Association from that space.

54. Biscayne 303 is one of the Developer Related Entities. Biscayne 303 also is the purported "*owner*" of Unit 303.

55. As stated above, Biscayne 303's sole manager is G&G II. G&G II's sole manager is Coto. G&G II is also the manager of Super Holdings, which is the manager of the Developer.

56. On October 1, 2024, Scarinci, on behalf of the Association, signed an agreement to lease Unit 303 from Biscayne 303 (the "Office Lease") for the purpose of utilizing this residential unit as an alleged *management office* for the Association. A copy of the Office Lease is attached hereto and incorporated herein as **Exhibit "C."**

57. Coto signed the Office Lease as the named "*Landlord*" while also acting as the sitting President of the Association— an obvious conflict of interest on the face of the Office Lease itself.

58. Upon information and belief, there was no meeting held or notice given to the Unit Owners regarding the proposed Office Lease, as no meeting minutes or disclosures of this evident conflict of interest between Biscayne 303, G&G II, Coto, and the Association exist.

59. Unit 303 was leased to the Association and used by Developer and its pre-turnover management team, in conjunction with its sales office, to run the Association and market and sell units prior to turnover.

60. The Office Lease terms are neither fair nor reasonable because, among other reasons, the rent called for in the Office Lease far exceeds market rents, and the square footage specified in the Lease is overstated, in violation of Section 718.302(4) of the Florida Statutes. Further, the Association never needed this office space in the first place.

61. Since at least September 30, 2024, Unit 303 has been utilized solely by the Developer, the Developer Entities, the Developer Related Entities, and its affiliates, Riverside Management—not by the Association.

62. Despite the Office Lease containing pricing and reference to furnishings, Unit 303 was never furnished by the Developer, Developer Entities, or Biscayne 303.

63. The Association does not utilize Unit 303 in any capacity. Yet, Biscayne 303 as Landlord received payments from the Association under the Office Lease.

64. Upon information and belief, **the Association paid roughly $70,000.00 to Biscayne 303, the entity owned solely by Coto, while Coto controlled the Association's Board of Directors in an obvious and clearly improper self-dealing transaction.**

65. On June 24, 2025, former counsel for the Association sent correspondence to Biscayne 303 terminating the unreasonable and unlawful Office Lease (the "Termination Letter").

66. Despite the Termination Letter, on September 9, 2025, Biscayne 303 outrageously filed a lawsuit[1] in Miami-Dade County, Florida against the Association for an alleged breach of the Office Lease (the "Lease Lawsuit") seeking over $100,000.00 in damages and possession of Unit 303.

67. Scarinci and Coto entered into the self-interested Office Lease binding the Association to a contract it received no benefit from Pre-Turnover, and thereafter filed a lawsuit against the Association to force the Association's Unit Owners to pay for lease payments on an Office Lease where the Association received no benefit and where the Office Lease was a pure conflict of interest at above market rate and for an improper square footage.

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[1] The Lease Lawsuit is styled as *Biscayne 303 LLC vs 300 Biscayne Boulevard Way Condominium Association*, Case Number: 2025-017764-CA-0.

(b) The May 2024 Water Damage and Alleged Self-Dealing "Maintenance" and/or "Repairs" Performed by GC Builders

68. The Developer and GC Builders crafted an arrangement where Coto selected his own solely managed company, GC Builders, to repair alleged water damage that purportedly damaged the Condominium without any competitive bids, Board of Directors vote, and/or disclosure of the obvious conflicts of interest.

69. **There is no written agreement between the Association and GC Builders related to the alleged maintenance performed and little to no documentation reflecting the repairs, if any, that took place.**

70. Notwithstanding the lack of contractual agreement, the developer-run Association, GC Builders and/or other Developer Entities filed two separate insurance claims related to repairs done concerning a water damage loss event in May 2024 and sought to profit from repair work without any evidence of the services provided.

71. Additionally, despite the claims being paid by the carriers, it is unclear where and how the money was used, what materials were purchased, what repairs were actually made and whether those repairs were to complete original construction of the building, or fix defects, or used for actual repairs needed for the damage caused by the alleged water damage.

72. In this process, GC Builders and/or the Developer engaged with various subcontractors to allegedly perform work related to the water damage and failed to pay some of those subcontractors.

73. This lack of payment specifically to one such subcontractor, Modern Stones, LLC, has caused the subcontractor to place a lien on the Association's property--which the Association has to now address and spend legal fees to contest to try to prevent any adverse impact to the property and the Association.

74. Once more, Coto utilized his position as President and Board member of the Association's Board of Directors to deceive the insurance carrier(s), pay for original construction, or pocket the money in a prolonged series of self-dealing, conflicted arrangements with little if any documentation--shifting funds designated for one purpose and using it for another, and concealment of financial relationships in violation of Florida law.

(c) <u>Alleged and Exorbitant "*Concierge*" Services by International Booking.</u>

75. On March 1, 2025, days before Turnover, the Developer Board signed a contract with International Booking, one of the Developer Related Entities (the "Concierge Contract") to provide "*concierge services*" to the Association's Unit Owners. A copy of the Concierge Contract is attached hereto as **Exhibit "D."**

76. Scarinci, former secretary, treasurer, and member of the Association's Board of Directors, signed the Concierge Contract on behalf of the Association. There are no meeting minutes evidencing a vote of the Board of Directors took place to approve the execution of this contract.

77. International Booking is owned by Super Holdings, which is owned by G&G II. As noted, G&G II is owned by Coto and therefore, the sole individual in control of International Booking is effectively Coto. G&G II is also the manager of Super Holdings, which is the manager of the Developer.

78. There is no evidence of a disclosure of conflict of interest by Coto during the vote to approve and execute this contract by the Board of Directors.

79. The Concierge Contract is another self-dealing transaction, whereby Coto contracted, days before Turnover, to charge the Association for inflated, overpriced, and unnecessary "*concierge*" services to an entity he owns.

80. Every invoice submitted by International Booking Services includes the exact same descriptions and line items. The services lack detail and contain sums for exorbitant charges to the Association.

81. On April 15, 2025, the Association terminated the Concierge Contract.

82. On October 6, 2025, Coto outrageously had International Booking file a lawsuit against the Association, alleging a breach of the unlawful (and self-dealing) Concierge Contract (the "Concierge Lawsuit").[2]

83. In its lawsuit, the Developer-related International Booking has sued and is seeking payment from the Association for services provided in March, April, May and June of 2025.

84. The Concierge Contract was entered into by the Developer for very high rates, lack of clarity on what services were being provided, without any competitive bids, without a Board of Directors meeting or vote, and/or without any disclosure of the obvious conflicts of interest in violation of Florida law.

(d) Security Services for the Association.

85. On April 19, 2024, the Association via Developer, contracted with Polter, one of the Developer Related Entities (the "Security Contract"). A copy of the Security Contract is attached hereto as **Exhibit "E."**

86. Scarinci, former secretary treasurer, and member of the Association Board of Directors, signed the Security Contract on behalf of the Association. As noted, Scarinci was one of the three pre-Turnover Association board members appointed by the Developer.

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[2] The Concierge Lawsuit is styled *International Booking Services, LLC vs 300 Biscayne Blvd. Way Condominium Assoc., Inc.*, Case No.: 2025-019587-CA-01.

87. Once more, the Security Contract was entered into by the Developer without any competitive bids, Board of Directors vote or meeting and/or disclosure of the obvious conflicts of interest.

88. Upon information and belief, Polter was a new security company with no prior experience and no internet presence or track record, making it almost certainly unqualified to provide security services to a Condominium property of this caliber located in downtown Miami.

89. Polter's invoices lacked detailed breakdowns of hours worked as required in the Polter Agreement, and shifted charges for uniforms and radios onto the Association, which were not the Association's obligation under the security contract. In 2024, Polter billed $468,236 to the Association. In 2025, Polter billed $311,003 to the Association.

90. This contract was terminated by the post-Turnover Board.

(e) <u>Cleaning Services for the Association.</u>

91. On or around April 10, 2024, the Association via Developer, contracted with Cleaning Miami, one of the Developer Affiliated Entities (the "Cleaning Contract"). A copy of the Cleaning Contract is attached hereto and incorporated herein as **Exhibit "F."**

92. Cleaning Miami is operated by M. Polo, the former housekeeper or employee for Coto and Garcia, and the wife of L. Polo who operated Polter, the security company discussed above.

93. Scarinci, former secretary, treasurer, and member of the Association Board of Directors, signed the Cleaning Contract on behalf of the Association. As noted, Scarinci was one of the three Association board members appointed by Developer.

94. Once more, the Cleaning Contract was entered into without any competitive bids, Board of Director vote or meeting.

95. In its invoicing to the Association, Cleaning Miami charged for floral arrangements and wet floor signs which were not part of the cleaning contract.

96. In its 2024 pre-turnover invoicing, Cleaning Miami billed for excess hours, and overtime of employees and these charges are not supported by any documentation.

(f) <u>Property Management Services and Multitronik</u>

97. On April 25, 2024, the Association via the Developer, contracted with Riverside Alliance Management (the "Management Contract") to provide management services to the Aston Martin Residences. *See* Management Contract attached hereto as **Exhibit "G."**

98. Scarinci, former secretary, treasurer, and member of the Association Board of Directors, signed the Management Contract on behalf of the Association. Andrada signed on behalf of Riverside.

99. Invoices under the Management Contract are comprised of a monthly management fee of $17,000.00 (the "Management Fee"), $182, 000 for personnel costs including payroll expenses for management employees and an additional 42% carrying charge on a monthly basis. The Management Agreement provides for an 18% interest charge for payments made by the Association more than five (5) days after the due date, which are considered late.

100. The Management Fee is comprised of: (i) an alleged $2,000.00 "*Accounting Software Charge*"; (ii) an alleged $5,000.00 "*Accounting Services Charge*"; and (iii) an alleged $10,000.00 charge for "*Management Services, Administration, and Technology*…"

101. Despite having management personnel to oversee accounting and Riverside separately charging for "Accounting Services," in the Management Contract, the Association also had a separate contract for accounting services with a separate vendor, HOA Books.

102. Similarly, despite paying for technology via the management contract with Riverside, a separate vendor, Multitronik had a contract to provide the Association administrative technology services and billed the Association separately. *See* Multitronik Agreements, attached hereto and incorporated herein as **Composite Exhibit "H."**

103. Multitronik purportedly operates out of its principal location located at 1200 Brickell Ave, Suite 1660, Miami, Florida 33131. This is the same Suite that Developer, Super Holdings, Biscayne 303, G&G, G&G II, GC Builders, Riverside, and International Booking claim to also be their "*Principal Address*" according to the Florida Department of State, Division of Corporations.

104. As such, under the Management Contract, the Association was paying for accounting and technology services to be provided by Riverside Alliance Management, but then separately paying specific accounting and technology vendors for those same services. These third-party vendors, which are Developer Related Entities, were also controlled by the same principals of the Developer and/or their friends and family.

105. In connection with the management services to be provided, as detailed in the management contract, Riverside also charged for services it did not actually provide, that include but are not limited to: (a) prompt collection of maintenance assessments from unit owners; (b) reconciliation and balancing of asset accounts, including bank statements; (c) operating the Association under an authorized budget by the Board; (d) taking all necessary actions to comply with applicable federal, state, and local requirements affecting the Association; (e) establishing reserve accounts and timely depositing reserve funds in the Association's reserve accounts; (f) maintaining competitive bid processes for vendor selection and competitive pricing; (g) maintaining and providing detail of all personnel hired to service the Association; (h) maintaining

current vendor information and closing information in order to perform accurate accounting; and (i) maintaining appropriate records of all insurance coverage.

106. Riverside failed to collect assessments from unit owners and at the beginning of 2025, the Association had approximately $1.9 million outstanding in delinquent assessments. Additionally, Riverside's contract required pre-approval for overtime hours, and no documentation exists for such approval of these charges imposed by Riverside on the Association.

107. In September of 2025, Riverside issued a bill to charge 18% interest on what it claims were invoices that were paid late in the amount of 22,600. However, Riverside accepted the payment of these invoices as payment and is retroactively seeking additional compensation in the form of late interest from the Association.

108. These are only a small set of examples of abuse, fraud, and mismanagement by Riverside.

E. Developer's Financial Operation of the Association Pre-Turnover Violated the Governing Documents and Florida Law.

(a) <u>Failure to Fund Reserves.</u>

109. The Association's Bylaws require the maintenance of reserve accounts for capital expenditures and deferred maintenance. These reserve accounts are calculated using a remaining useful life and replacement cost methodology. *See* Bylaws attached hereto as **Exhibit "A."**

110. The funding of these obligations must comply with the reserve and budgeting requirements of the Governing Documents and the Florida Condominium Act.

111. Upon information and belief, the Developer intentionally did not fully fund the Association's reserve account or improperly waived reserves in violation of the Governing Documents and Florida law.

(b) <u>Failure to Fund Assessments for Units.</u>

112. Pursuant to Section 13.7 of the Declaration, Developer had the choice to either guarantee the assessments owed on unsold units during the process of completing construction and selling same or to pay the assessments to the Association for each unsold unit.

113. The Developer did not elect to guarantee assessments. *See* Declaration at § 25. Thus, it was liable for assessments, like every other Unit Owner, in the ordinary course of business when they were due on a monthly basis for any units Developer had yet to sell.

114. The starting point for this responsibility is from the time of the recording of the Substantial Completion Certificate (as defined in the Declaration) until those units were sold. *See* Declaration at Section 13.7, Composite **Exhibit "A."**

115. On April 22, 2025, the Developer recorded the Assessment Commencement Certificate.

116. From this point forward, the Developer failed to pay Association assessments for its unsold units as required by the Declaration. Rather than fulfilling this obligation and properly funding the Association's operations with the payment of assessments on unsold units, the **Developer left the Association underfunded and prepared budgets that shifted financial shortfalls to the Association**.

117. Upon information and belief, the Developer failed to pay the assessments and/or was at a shortfall in its deficit funding of assessments at the time of Turnover.

118. Similarly, there are Developer expenses for construction and operations incurred prior to turnover that should not have been charged to the Association.

119. The Developer and Riverside treated the Developer and the Association as one and the same and as an alter ego of one another without regard for the financial separation and

responsibilities of the two entities. Developer used the Association as its piggy bank to carry the cost of the Developer-owned units, in violation of Florida law.

120. This failure to pay assessments materially impaired the Association's ability to properly fund reserves, address deferred maintenance, and respond to construction defect-related obligations at or after Turnover.

(c) Comingling of Reserve and Operating Funds

121. Reserve funds and other restricted balances are required to be accounted for separately and used only for their intended purposes under Section 718.112(2)(f) of the Florida Statutes

122. The Developer was required to deposit certain "*Reserve Funds*" within 30 days of receipt of what? Of receipt of the funds?

123. The Developer has commingled Operating and Restricted Funds since the Association's claimed Commencement Date and did not invest any of the reserve funds, in violation of the Condominium Act.

124. This practice is violative of internal controls and Florida law, including Chapter 718.111(14) of the Florida Statutes.

COUNT I – ALTER EGO LIABILITY
(German Coto)

125. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

126. Riverwalk East, Biscayne 303, GC Builders, G & G, G & G II, Super Holdings, International Booking, Riverside, Polter, Cleaning Miami and Multitronik are all alter egos of Coto.

127. The sole manager of Developer (Riverwalk East) is Super Holdings, LLC; the sole manager of Super Holdings is G&G II; and the sole manager of G&G II is Coto.

128. Coto structured his corporate entities in a deliberate shell game where he maintained ultimate control through a chain of single-member management structures

129. Coto dominated and controlled each of these corporations to an extent that these corporations had essentially no independent existence.

130. All entities have the identical principal address of 1200 Brickell Ave, Suite 1660, Miami, Florida 33131.

131. The corporate entities operated without independent boards or oversight instead functioning as mere conduits for Coto's personal business activities.

132. Coto simultaneously served as President and Director of the Association while controlling the very entities that contracted with the Association, demonstrating the absence of any corporate separation or independent existence.

133. Coto engaged in improper conduct in using these corporations to enrich himself and defraud the Association.

134. Coto used his controlled entities to engage in systematic self-dealing at the Association's expense, including but not limited to the signing of the Unit 303 office lease and entering into the concierge agreement with International Booking just days before turnover.

135. These contracts involved inflated, overpriced, and unnecessary obligations or services.

136. When the Association terminated these and many other contracts signed by the Association run by Coto for entities he owned, Coto's entities filed lawsuits against the Association seeking payment for services that were the result of self-dealing transactions.

137. The fraudulent and improper use of the corporate form directly caused substantial injury to the Association and its Unit Owners. The Association suffered millions in misappropriated funds, incomplete records, and ongoing harm to its financial integrity and operations.

WHEREFORE, Plaintiffs, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendant, GERMAN COTO, for damages in excess of $100,0000, interest, costs, and reasonable attorneys' fees, and for such other and further relief as the Court deems just and proper.

COUNT II – BREACH OF SECTION 13 OF DECLARATION
(Against Developer)

138. Plaintiff readopts and realleges paragraphs 1 through 137 above as if fully set forth herein.

139. Pursuant to Section 13.1 of the Declaration, Unit Owners must pay their assessments owed to the Association and are not excused from doing so from and after the date of the recording of the Assessment Commencement Certificate, which was recorded by Developer on April 22, 2025, at Miami-Dade County ORB 34193, Page 283.

140. Pursuant to Section 13.7 of the Declaration, if the Developer elected not to guarantee assessments and for Section 13.7 not to apply, the Developer was required to fund assessments and pay them in the ordinary course of business and when they are due on a monthly basis for any units it had not sold just—just like any other unit owner. *See* Ex. A.

141. The Developer elected not to guarantee assessments at Section 25 of the Declaration, yet failed to pay the assessments for its unsold units and/or was at a shortfall in its deficit funding of assessments for its unsold units at the time of Turnover.

142. As a direct and proximate result of the Developer's aforementioned breach of the Declaration, the Association has suffered damages.

WHEREFORE, Plaintiffs, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendant, RIVERWALK EAST DEVELOPMENT, LLC, for damages in excess of $50,0000, interest, costs, and reasonable attorneys' fees, and for such other and further relief as the Court deems just and proper.

COUNT III – EQUITABLE ACCOUNTING
(Against the Developer, Developer Entities, and Developer Related Entities)

143. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

144. This is an action for equitable accounting. To state a claim for equitable accounting, the plaintiff must allege that the contract demands between litigants involve extensive or complicated accounts and it is not clear that the remedy at law is as full, adequate, and expeditious as it is in equity. *Bankers Trust Realty, Inc. v. Kluger*, 672 So.2d 897, 898 (Fla. 3d DCA 1996).

145. An adequate remedy at law does not exist.

146. The financial transactions at issue between the Developer, the Developer Entities, the Developer Related Entities, and the Association are extensive and complex as described herein.

147. Moreover, to date, the Association has not been provided with a lawfully sufficient Turnover Audit as it does not have any of the underlying support documentation or work papers to evaluate the financial status and figures set forth in the Developer's turnover audit report.

148. A fiduciary relationship existed between Coto, Scarinci, Cacagno, and the Association and information on how they handled the Association's finances is critical. Additionally, the circumstances are such that equity requires an accounting.

149. The Developer, the Developer Entities, the Developer Related Entities or its agents have exercised exclusive control over funds, records, accounts, and financial dealings involving the Association's money and property until Turnover and retained exclusive possession and control of the books, ledgers, bank accounts, invoices, records, and financial data necessary to determine the true nature, and extent, of the financial transactions of the Association pre-turnover.

150. The Association has demanded an accounting as to all relevant records, including a lawfully sufficient Turnover Audit required under the Condominium Act; however, despite demand, Coto, via the Developer and the Developer Entities, has refused.

151. Equity requires this Court to compel the Developer, the Developer Entities, and the Developer Related Entities to render a full and complete accounting, including all financial documents, records, ledgers, correspondence, and other materials reflecting the transactions between and amongst the Defendants and as between Plaintiff and Defendants.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., respectfully requests that this Court order: (i) Developer, Developer Entities and the Developer Related Entities to produce and render a full, complete, and itemized accounting of all financial transactions involving the Association's funds or accounts, including supporting documentation; (ii) order that said accounting be verified under oath; (iii) enter judgment in the Association's favor for all amounts found due and owing and award costs; and (iv) such other and further equitable relief as the Court deems just and proper.

COUNT IV – BREACH OF FIDUCIARY DUTY
(Against Former Association Directors, German Coto, Marcelo Scarinci, Guillermo Cacagno)

152. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

153. Pursuant to Section 718.111(1)(a), Florida Statutes, the directors and officers of the Association have a fiduciary relationship with the unit owners and owe fiduciary duties of loyalty, due care, good faith, and fair dealing to the Association and its Unit Owners.

154. The former Board of Directors' members Coto, Scarinci, and Cacagno, breached these fiduciary duties to the Association by engaging in a coordinated pattern and practice of self-dealing, intentional misconduct, and fraud including without limitation:

a. Awarding Association contracts to the Developer Entities and Developer Related Entities that Developer and its principals held a financial interest in, including but not limited to the Office Lease, the Security Contract, the Concierge Contract, the Cleaning Contract, and the Management Contract;

b. Failing to have the management company properly manage the Association and allowing all of the self-dealing and conflicts of interest to go unabated;

c. Awarding Association contracts to personal friends, acquaintances, and/or preferred vendors without regard to price, quality, necessity, or benefit to the Association;

d. Awarding Association contracts to the Developer Related Entities, such as the management company, which was incompetent and failed to properly manage the Association—but instead only had an interest in benefiting the Developer, the Developer Entities, and the Individual Defendants herein;

e. Failing to have the management or accounting companies send out demands to unit owners for delinquent assessment payments and failing to promptly pursue collections, causing the Association to have over $1.9 Million in uncollected account receivables at or around the time of turnover;

f. Entering contracts without required compliance with Governing Documents and the Condominium Act, including failing to hold meetings with proper notice to owners, failing to take and document a Board vote, and failing to follow required conflict of interest disclosures;

g. Failing to obtain competitive bids for Association vendors and/or contracts as required by the Condominium Act;

h. Failing to disclose Developer, Developer Entities,' and Developer Related Entities' multiple conflicts of interest;

i. Intentionally withholding payment to outside unaffiliated Association vendors to conceal financial mismanagement and/or improper contracting;

j. Suppressing financial disclosures, including the documentation to support the Turnover Audit, which would reveal improper transactions;

k. Misrepresenting the Association's financial condition, and allowing funds to be commingled in violation of Florida law;

l. Entering into unnecessary, inflated, or duplicative contracts during the period of Developer control and before Turnover;

m. Failing to require the Developer to pay its share of maintenance and reserves;

n. Causing the Developer Related Entities to file suit for monies they are not entitled to;

o. Misappropriating funds from the insurance claim for the water damage and failing to provide proper documents as to expenses and costs of repairs for same, and causing a lien to be placed against the Association's Property;

p. Failing to act in the best interests of the Association and its membership.

155. The aforementioned breaches were done knowingly, intentionally, and were undertaken by Coto, Scarinci, and Cacagno to benefit themselves, their friends and/or relatives, the Developer Entities, and known and unknown Developer Related Entities—all to the detriment of the Association and its Unit Owners.

156. As a direct and proximate result of Defendants' breaches of fiduciary duty, the Association has suffered damages.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, GERMAN COTO, MARCELO SCARINCI, AND GUILLERMO CACAGNO individually and as former Directors of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., for damages in an amount to be determined at trial but currently believed to be in excess of $5,000,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT V – VIOLATION OF FLORIDA STATUTE
CONFLICT-OF-INTEREST AND SELF-DEALING TRANSACTIONS
(Against Coto, Scarinci, Cacagno)

157. Plaintiff readopts and realleges paragraphs 1 through 124 and 154 (a) through (p) above as if fully set forth herein.

158. Prior to Turnover, the Association's Board of Directors entered into various service, maintenance, and operational contracts and transactions for the sole benefit of the Developer, Developer Entities, and Developer Related Entities including but not limited to: (i) the Office Lease; (ii) the alleged maintenance services performed by GC Builders; (iii) the Concierge Contract; (iv) the Security Contract; (v) the Cleaning Contract; and (vi) the Management Contract (collectively the "Developer Association Contracts").

159. These business dealings constituted "*conflict-of-interest transactions*" under Florida law and violate fiduciary obligations under Florida law and the Condominium Act, including but not limited to Section 718.3027, Florida Statutes and Section 617.0832, Florida Statutes,

160. The transactions, dealings, and contracts identified herein were not properly disclosed to the Association's members and were not approved by disinterested directors, as required by the Condominium Act and the Governing Documents.

161. The intent of the Developer, Developer Entities, and Developer Related Entities as named above, intent on directing these contracts was to financially benefit themselves at the expense of the Unit Owners of the Association.

162. As a direct and proximate result of the above-named Developer, Developer Entities, and Developer Related Entities self-dealing transactions and breaches of fiduciary duty, the Association suffered damages.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, GERMAN COTO, MARCELO SCARINCI, GUILLERMO CACAGNO, individually and as former Directors of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC. for damages in an amount to be determined at trial but currently believed to be in excess of $5,000,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT VI – FRAUDULENT MISREPRESENTATION

(Against Developer, Biscayne 303, G&G II, Scarinci, Coto, and Cacagno)

163. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

164. The Developer, via Coto, constructed Unit 303 in the Condominium and sold it to the Developer Related Entity, Biscayne 303, on or about September 23, 2024.

165. Thereafter, just a week later on October 1, 2024, Biscayne 303 leased Unit 303 to the Association under the misrepresentation that the Association and its Unit Owners would utilize

this residential space as a management office under the Office Lease. As stated above, Biscayne 303's sole manager is G&G II. G&G II's sole manager is Coto.

166. Scarinci, Coto, and Cacagno, knew that the Association did not need and would not utilize Unit 303 for a management office and that Unit 303 would instead be utilized for the sole benefit of non-Association entities, including but not limited to the Developer, Developer Entities, and many of the Developer Related Entities.

167. Scarinci, Coto, and Cacagno intended for these material misrepresentations to the Association and its Unit Owners to be relied upon and induce them to continue to lease Unit 303 under the Office Lease after Turnover and continue to make above-market rental payments to Coto's Biscayne 303 for unnecessary and unused office space.

168. As a result of justifiably relying upon the aforementioned said fraudulent misrepresentations by Scarinci, Coto, and Cacagno regarding the Office Lease and Unit 303, the Association and its Unit Owners have suffered monetary damages and are now actively being sued by Biscayne 303.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT LLC, BISCAYNE 303 LLC, G AND G BUSINESS DEVELOPMENTS II LLC, and GERMAN COTO, MARCELO SCARINCI, GUILLERMO CACAGNO, individually and as former Directors of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC. for damages in an amount to be determined at trial but currently believed to be in excess of $75,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT VII – FRAUDULENT MISREPRESENTATION
(Against Developer, Super Holdings, G&G, G&G II, Coto and Garcia)

169. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

170. Coto and Garcia, through Super Holdings and G&G, misrepresented that the Association's Unit Owners were responsible for the fraudulent Utility Invoices that were incurred Pre-Turnover and were therefore the responsibility of the Developer under Florida law.

171. Coto and Garcia, via their control of Super Holdings and G&G, knew the Utility Invoices charged to the Association's Unit Owners were the legal responsibility of the Developer.

172. Coto and Garcia, via their control of Super Holdings and G&G, fraudulently misdated and invoiced these charges to the Association after Turnover to induce the Association to rely upon their accuracy and pay them to the Developer Entities post turnover.

173. The Association's Unit Owners, in relying upon the misrepresentations of validity of the Utility Invoices, paid to the Developer Entities invoices that were not their responsibility, thereby causing the Association and its unit owners damage.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT, LLC, G AND G BUSINESS DEVELOPMENTS, LLC, G AND G BUSINESS DEVELOPMENTS II, LLC, SUPER HOLDINGS LLC, and GLORIA GARCIA individually and as Manager of G AND G BUSINESS DEVELOPMENTS, LLC, for damages in an amount to be determined at trial but currently believed to be in excess of $100,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT VIII – FRAUDULENT MISREPRESENTATION AND/OR FRAUD IN THE INDUCEMENT

(Against Developer, International Booking, Super Holdings, G&G II, Coto, Scarinci, and Cacagno)

174. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

175. Developer, Super Holdings, G&G II, and International Booking, via Coto, Scarinci, and Cacagno, on March 1, 2025, fraudulently misrepresented to the Association's Unit Owners a need for alleged and exorbitant "*concierge*" services with rates far above the value of alleged services and entered into the Concierge Contract.

176. Developer, International Booking, Super Holdings, G&G II, and International Booking, via Coto, Scarinci, and Cacagno, knew they were entering into a self-dealing contractual arrangement for services to Unit Owners that were otherwise unnecessary, overpriced, and superfluous.

177. The Concierge Contract was entered into mere days before turnover on March 1, 2025, via Coto, Scarinci, and Cacagno, to induce the Association's Unit Owners to utilize Association funds to pay International Booking for said alleged services.

178. The Association's Unit Owners, in justifiably relying upon the material misrepresentations of Developer, International Booking, Super Holdings, G&G II, and International Booking, via Coto, Scarinci, and Cacagno, have suffered damages.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT, LLC, INTERNATIONAL BOOKING SERVICES LLC, SUPER HOLDINGS LLC, G AND G BUSINESS DEVELOPMENTS II, LLC, and GERMAN COTO, MARCELO SCARINCI, GUILLERMO CACAGNO, individually and as former Directors of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., for damages in an amount to be determined at trial but currently believed to be in excess of $100,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT IX – FRAUDULENT MISREPRESENTATION AND/OR FRAUD IN THE INDUCEMENT

(Against Developer, Riverside, Andrada, Coto, Scarinci, and Cacagno)

179. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

180. As set forth above, Developer and Riverside, via Coto, Scarinci, Cacagno, and Andrada, entered into the Management Contract.

181. Thereafter, Developer and Riverside, via Coto, Scarinci, Cacagno, and Andrada, fraudulently invoiced and materially misrepresented certain "*Management Fees*" to the Association's Unit Owners charging for services that were never provided to the Association or for services for which the Association had contracted with other vendors.

182. Additionally, as of recent, Riverside invoiced the Association approximately $22,000.00 in interest—at a rate of 18% per annum—on the basis that payroll was paid late.

183. However, at the time of payment Riverside accepted payment of all monthly payroll fees without imposing interest.

184. This is another example of an attempt to induce Association to pay more to Riverside and in turn flow to the Developer's principal, Coto who created this entity and ran it through Andrada and used it in the fraudulent scheme set forth in this complaint.

185. Developer and Riverside, via Coto, Scarinci, Cacagno, and Andrada, knew and intended that Riverside in invoicing the Association and its Unit Owners under the Management Agreement would induce the Association's Unit Owners into paying the fraudulent Management Fees, payroll sums, utilities and for other items that were improper.

186. In justifiably relying upon the Management Contract, the validity of the Management Fees, and paying said Management Fees, the Association's Unit Owners have suffered damages.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT, LLC, RIVERSIDE ALLIANCE MANAGEMENT LLC, and GERMAN COTO, MARCELO SCARINCI, GUILLERMO CACAGNO, individually and as former Directors of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC. and DANIEL RICARDO ANDRADA, individually and as Manager of RIVERSIDE ALLIANCE MANAGEMENT LLC, for damages in an amount to be determined at trial but currently believed to be in excess of $100,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT X – FRAUDULENT MISREPRESENTATION
(Developer, Biscayne 303, International Booking, G&G II, Coto, Scarinci, and Cacagno)

187. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

188. In filing two separate lawsuits on September 9, 2025, and October 6, 2025, seeking damages under the Concierge Contract and the Office Lease, Developer, Biscayne 303, and International Booking, via Coto, Scarinci, and Cacagno, have misrepresented to the Association that the Association post turnover is responsible for these alleged damages.

189. Developer, Biscayne 303, and International Booking, via Coto, Scarinci, and Cacagno, knew the falsity of the claims under these demands and subsequent lawsuits to force the Association's Unit Owners to pay for charges that were the legal responsibility of Developer, Biscayne 303, International Booking, and G&G II.

190. Similarly, Developer through Biscayne 303 and International Booking has filed these lawsuits the fraudulently seek to collect money that its businesses are not entitled.

191. Developer, Biscayne 303, and International Booking, via Coto, Scarinci, and Cacagno, intended to induce the Association's Unit Owners to pay for contractual obligations of Developer under the Concierge Contract and the Office Lease.

192. As a result of the aforementioned justifiable reliance, the Association and its Unit Owners have suffered damages.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT, LLC, BISCAYNE 303, LLC, G AND G BUSINESS DEVELOPMENTS II LLC, INTERNATIONAL BOOKING SERVICES LLC, and GERMAN COTO, MARCELO SCARINCI, GUILLERMO CACAGNO, individually and as former Directors of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC. for damages in an amount to be determined at trial but currently believed to be in excess of $100,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT XI – CIVIL CONSPIRACY TO COMMIT CONSTRUCTIVE FRAUD, FRAUDULENT MISREPRESENTATIONS, AND VIOLATE FLORIDA LAW
(All Defendants)

193. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

194. The Developer, Developer Entities, and Developer Related Entities, including Multitronik, via their principals and/or agents, including Coto, Garcia, Scarinci, and Cacagno, combined, and conspired to engage in various unlawful acts including self-dealing, fraudulent misrepresentations, conflicted contracting, concealment of financial relationships, and intentional Association vendor nonpayment to violate Florida law, the Condominium Act, and otherwise commit constructive fraud.

195. In furtherance of the conspiracy, above identified Developer, Developer Entities, and Developer Related Entities, including Multitronik undertook multiple overt acts as set forth in Paragraph 154 (a) through (p) above.

196. These coordinated acts by Defendants proximately caused substantial injury to the Association.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT LLC, BISCAYNE 303 LLC, G AND G BUSINESS DEVELOPMENTS LLC, G AND G BUSINESS DEVELOPMENTS II LLC, GC BUILDERS INTERNATIONAL LLC, SUPER HOLDINGS LLC, INTERNATIONAL BOOKING SERVICES LLC, CLEANING MIAMI FLORIDA LLC, RIVERSIDE ALLIANCE MANAGEMENT LLC, MULTITRONIK LLC, and GERMAN COTO, MARCELO SCARINCI, GUILLERMO CACAGNO, individually and as former Directors of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., GLORIA A. GARCIA, individually and as Manager of G AND G BUSINESS DEVELOPMENTS, LLC, LEONARDO POLO individually and as Manager of POLTER, LLC, MARIA ELIANA POLO individually and as Manager of CLEANING MIAMI FLORIDA LLC, and DANIEL RICARDO ANDRADA, individually and as Manager of RIVERSIDE ALLIANCE MANAGEMENT LLC, for damages in an amount to be determined at trial but currently believed to be in excess of $5,000,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT XII – NEGLIGENT MISREPRESENTATION
In the Alternative to Count VI
(Developer, Biscayne 303, G&G II, Scarinci, Coto, Cacagno)

197. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

198. The Developer, via Coto, constructed Unit 303 in the Condominium.

199. Thereafter, on October 1, 2024, Coto's solely owned Biscayne 303 leased Unit 303 to the Association under the negligent misrepresentation that the Association and its Unit Owners would utilize this commercial space as a management office under the Office Lease. As stated above, Biscayne 303's sole manager is G&G II. G&G II's sole manager is Coto.

200. Scarinci, Coto, and Cacagno knew or should have known that the Association would not utilize Unit 303 for a management office, and that Unit 303 would be utilized for the sole benefit of the Developer, Developer Entities, and many of the Developer Related Entities.

201. Scarinci, Coto, and Cacagno intended for these negligent misrepresentations to the Association and its Unit Owners to induce them to continue to lease Unit 303 under the Office Lease post Turnover and continue to make rental payments to Coto's Biscayne 303.

202. As a result of justifiably relying upon the aforementioned said negligent misrepresentations by Scarinci, Coto, and Cacagno, regarding the Office Lease and Unit 303, the Association and its Unit Owners have suffered monetary damages and are now actively being sued by Biscayne 303.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT LLC, BISCAYNE 303 LLC, G AND G BUSINESS DEVELOPMENTS II LLC, and GERMAN COTO, MARCELO SCARINCI, GUILLERMO CACAGNO, individually and as former Directors of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., for damages in an amount to be determined at trial but currently believed to be in excess of $100,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT XIII – NEGLIGENT MISREPRESENTATION
In the Alternative to Count VII
(Developer, Super Holdings, G&G, Coto, and Garcia)

203. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

204. Coto and Garcia, through Super Holdings and G&G, negligently misrepresented the Association's Unit Owners were responsible for the fraudulent Utility Invoices that were incurred Pre-Turnover and were therefore the responsibility of the Developer under Florida law.

205. Coto and Garcia, via their control of Super Holdings and G&G, knew or should have known the Utility Invoices charged to the Association were prior to Turnover to the Association's Unit Owners and were the legal responsibility of the Developer.

206. Coto and Garcia, via their control of Super Holdings and G&G, negligently misdated and invoiced these charges to the Association after Turnover to induce the Unit Owners to rely upon their accuracy and pay them to the Developer Entities.

207. The Association's Unit Owners, in justifiably relying upon these negligently procured Utility Invoices, paid to Super Holdings and G&G invoices that were not their responsibility, thereby causing the Association and its unit owners damages.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT, LLC, G AND G BUSINESS DEVELOPMENTS, LLC, SUPER HOLDINGS LLC, and GERMAN COTO and GLORIA GARCIA individually and as Managers of G AND G BUSINESS DEVELOPMENTS, LLC, for damages in an amount to be determined at trial but currently believed to be in excess of $100,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT XIV – NEGLIGENT MISREPRESENTATION

In the Alternative to Count VIII

(Developer, International Booking, Super Holdings, G&G II, Coto, Scarinci, and Cacagno)

208. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

209. Developer, International Booking, Super Holdings, and G&G II, via Coto, Scarinci, and Cacagno, on March 1, 2025, negligently misrepresented to the Association's Unit Owners a need for exorbitant "*concierge*" services with rates far above the value of alleged services and entered into the Concierge Contract.

210. Developer, International Booking, Super Holdings, and G&G II, via Coto, Scarinci, and Cacagno, knew or should have known they were entering into a self-dealing contractual arrangement for services to Unit Owners that were otherwise unnecessary, overpriced, and superfluous.

211. The Concierge Contract was entered into on March 1, 2025, by Developer, Developer Entities, and International Booking, via Coto, Scarinci, and Cacagno, to induce the Association's Unit Owners to utilize Association funds to pay International Booking for said alleged "*services*."

212. The Association's Unit Owners, in relying upon the negligent misrepresentations of Developer, International Booking, Super Holdings, and G&G II, via Coto, Scarinci, and Cacagno, have suffered damages.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT, LLC, INTERNATIONAL BOOKING SERVICES LLC, SUPER HOLDINGS LLC, G AND G BUSINESS DEVELOPMENTS II, LLC, and GERMAN COTO, MARCELO SCARINCI, GUILLERMO CACAGNO, individually and as former Directors of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., and GERMAN COTO, individually and as Manager of G AND G BUSINESS DEVELOPMENTS II, LLC, for damages in an amount to be determined at trial but currently believed to be in excess of $100,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla.

Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT XV – NEGLIGENT MISREPRESENTATION

In the Alternative to Count IX

(Developer, Riverside, Andrada, Coto, Scarinci, and Cacagno)

213. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

214. As set forth above, Developer and Riverside, via Coto, Scarinci, Cacagno, and Andrada, entered into the Management Contract.

215. Thereafter, Developer and Riverside, via Coto, Scarinci, Cacagno, and Andrada, negligently invoiced and misrepresented certain "*Management Fees*" to the Association's Unit Owners by charging for services that were never provided to the Association and/or for sums that were grossly overcharged and/or for pricing that is above market standards.

216. Developer and Riverside, via Coto, Scarinci, Cacagno, and Andrada, knew or should have known and intended that Riverside in invoicing the Association and its Unit Owners under the Management Agreement on the aforementioned dates would induce the Association's Unit Owners into paying the negligently procured Management Fees for an incompetent management company owned by the Defendant Developer's principals.

217. In justifiably relying upon the legitimacy of the Management Contract, the validity of the Management Fees, and paying said Management Fees, the Association's Unit Owners have suffered damages.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT, LLC, RIVERSIDE ALLIANCE MANAGEMENT LLC, and GERMAN COTO, MARCELO SCARINCI, GUILLERMO CACAGNO, individually and as former Directors of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC. and DANIEL RICARDO ANDRADA for damages in an amount to be determined at trial but currently believed to be in excess of $100,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT XVI – NEGLIGENT MISREPRESENTATION

In the Alternative to Count IX

(Developer, Biscayne 303, International Booking, G&G II, Coto, Scarinci, and Cacagno)

218. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

219. In filing two separate lawsuits on September 9, 2025, and October 6, 2025, seeking reimbursement under the Concierge Contract and the Office Lease, Developer, Biscayne 303, and International Booking, via Coto, Scarinci, and Cacagno, have negligently misrepresented that the Association's Unit Owners are responsible under these payments.

220. Developer, Biscayne 303, and International Booking, via Coto, Scarinci, and Cacagno, knew or should have known the falsity of the claims under these lawsuits as they intentionally did not pay the very entities they were in direct control to force the Association's Unit Owners to pay for charges Developer, Biscayne 303, and International Booking were responsible for under the Concierge Contract and the Office Lease.

221. Developer, Biscayne 303, and International Booking, via Coto, Scarinci, and Cacagno, intended to induce the Association's Unit Owners to pay for contractual obligations of Developer under the Concierge Contract and the Office Lease.

222. As a result of the aforementioned justifiable reliance, the Association and its Unit Owners have suffered damages.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT, LLC, BISCAYNE 303, LLC, G AND G BUSINESS DEVELOPMENTS II LLC, INTERNATIONAL BOOKING SERVICES LLC, and GERMAN COTO, MARCELO SCARINCI, GUILLERMO CACAGNO, individually and as former Directors of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC. for damages in an amount to be determined at trial but currently believed to be in excess of $100,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

<u>COUNT XVII – UNJUST ENRICHMENT</u>
(All Defendants)

223. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

224. The Association and its Unit Owners have made multiple payments and conferred a number of monetary benefits on all Defendants.

225. Defendants, including the Developer, the Developer Entities, and Developer Related Entities received payments, benefits, contracts, or profits that were unjustly obtained due to self-dealing, conflicts, and unlawful acts as identified herein.

226. Defendants voluntarily accepted and retained the benefits conferred on them by the Association and its Unit Owners.

227. As stated herein, the circumstances are such that it would be inequitable for the Defendants to retain these aforementioned benefits without paying the value thereof to the Association.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its 1 unit owners, demands judgment against all Defendants for damages in an amount to be determined at trial but currently believed to be in excess of $5,000,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT XVIII – VIOLATION OF CONDOMINIUM ACT
SECTION 718.111(14), FLORIDA STATUTES
(*Developer, Riverside Alliance, Coto, Scarinci, and Cacagno*)

228. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein**.**

229. Section 718.111(14) provides:

> (14) COMMINGLING.—All funds collected by an association shall be maintained separately in the association's name. For investment purposes only, reserve funds may be commingled with operating funds of the association. Commingled operating and reserve funds

> shall be accounted for separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds.

230. The Developer, Riverside and members of the Board of Directors in running the Association failed to segregate reserve funds from operational funds.

231. The Developer, Riverside and the Board of Directors failed to collect, improperly waived, and/or commingled reserves of the Association.

232. The Developer, Riverside and the Board of Directors did not invest the funds of the Association that was located in its account(s).

233. This is in direct violation of Section 718.111(14) and has harmed the Association in its ability to properly account for its money and determine whether it was properly funded pre-turnover or not.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Developer, Riverside Alliance, Coto, Scarinci, and Cacagno for damages in an amount to be determined at trial but currently believed to be in excess of $1,000,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT XIX – VIOLATION OF CONDOMINIUM ACT SECTION 718.302(4), FLORIDA STATUTES
(Developer)

234. Plaintiff readopts and realleges paragraphs 1 through 124 and 158 above as if fully set forth herein.

235. Prior to Turnover, the Developer, the Board of Directors and Andrada worked together and executed contracts on behalf of the Association for various services, maintenance, and operations for the sole benefit of the Developer, Developer Entities, and Developer Related Entities, including but not limited to the Developer Association Contracts defined above in Paragraph 158.

236. Each of these various service, maintenance, and operational contracts and transactions that were entered into for the sole benefit of Coto, the Developer, Developer Entities, and Developer Related Entities are in violation Section 718.302(4), Florida Statutes as they are unfair and unreasonable.

237. The Association entered into these contracts with terms that were entirely abusive and unfavorable to the Association and the costs for these contracts were not at market rate— not to mention the failure to disclose to the Association's members the clear conflict of interest involved with these contracts.

238. As a direct and proximate result of the aforementioned breaches of the Florida Condominium Act, the Association has suffered damages.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT LLC, for damages in an amount to be determined at trial but currently believed to be in excess of $50,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT XX – VIOLATION OF CONDOMINIUM ACT SECTION 718.301, FLORIDA STATUTES
(Developer)

239. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

240. On March 5, 2025, a turnover occurred (the "Turnover") under Section 718.301, Florida Statutes, whereby Developer turned control of the Condominium over to the non-developer Unit Owners of the Association.

241. Despite being responsible for commissioning and delivering to the Association an audit of the Association's financial records, including certain financial statements of the Association, through the date of Turnover under Section 718.301(4)(c), Florida Statutes (the "Turnover Audit"), Developer failed to provide a comprehensive and/or legally sufficient Turnover Audit to the Association by, including but not limited to, failing to provide the full work papers and financial documentation relative to the audit..

242. As such, Developer breached Section 718.301(4)(c), Florida Statutes in failing to provide a lawfully sufficient Turnover Audit.

243. As a direct and proximate result of the aforementioned breaches of the Florida Condominium Act, the Association has suffered damages.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT LLC, for damages in an amount to be determined at trial but currently believed to be in excess of $50,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla.

Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

COUNT XXI – VIOLATION OF CONDOMINIUM ACT SECTION 718.112(2)(f), FLORIDA STATUTES
(Developer)

244. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

245. Reserve funds and other restricted balances are required to be accounted for separately and used only for their intended purposes under Section 718.112(2)(f), Florida Statutes.

246. The Developer controlling Riverside and members of the Board of Directors in running the Association failed to segregate reserve funds from operational funds.

247. The Developer failed to collect, improperly waived, and/or commingled reserves of the Association.

248. This is in direct violation of Section 718.112(2)(f) and has harmed the Association in its ability to properly account for its money and determine whether it was properly funded pre-turnover or not.

WHEREFORE, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment against Defendants, RIVERWALK EAST DEVELOPMENT LLC, for damages in an amount to be determined at trial but currently believed to be in excess of $50,000.00, together with prejudgment interest, plus an award of attorney's fees and costs incurred in the prosecution of this action pursuant to the Governing Documents, Fla. Stat. § 57.105, and/or Fla. Stat. § 718.303, together with any other and further relief this Court deems just and proper, including but not limited to preliminary or equitable or declaratory relief as may be appropriate.

<u>COUNT XXII – RESCISSION</u>

(International Booking, Polter, Cleaning Miami, Riverside Alliance Management, and Multitronik)

249. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

250. This is an action for rescission under Florida law. In Florida, Courts of equity will rescind an instrument upon fraud, accident, or mistake.

251. The Association seeks rescission of the various agreements entered into between the Association and Defendants prior to Turnover, including but not limited to the Developer Association Contracts

252. The Association and its Unit Owners were induced by Defendants who sought to benefit from the fraud of entering into the unlawful Developer Association Contracts based upon the fraudulent actions of Defendants described herein.

253. The Association and its Unit Owners are allegedly bound by the terms of the Developer Association Contracts identified herein not because of any negligence or want of due care whatsoever, but instead as a result of the fraudulent actions of Defendants described herein.

254. Denial of release from the Developer Association Contracts would be inequitable.

255. As such, the parties must be restored to their pre-contract status quo as to the Developer Association Contracts.

WHEREFORE, Plaintiff 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, respectfully requests that this Court enter judgment in Plaintiff's favor and against Defendants, INTERNATIONAL BOOKING SERVICES LLC, a Florida limited liability company, RIVERSIDE ALLIANCE MANAGEMENT LLC, a Florida limited liability company, POLTER, LLC, a Florida limited liability company, CLEANING MIAMI FLORIDA LLC, a Florida limited liability company, MULTITRONIK LLC, a Florida limited liability company, and grant the following relief (i) rescinding and declaring *void ab initio* the Developer Association Contracts entered into by the parties; (ii) restoring the parties to their respective positions prior to the execution of the Developer Association Contracts, including requiring Defendants to return all monies, consideration, fees, assessments, or other benefits received from Plaintiff pursuant to the Agreement; (iii) enjoining Defendants from enforcing or attempting to enforce any rights, obligations, or provisions arising from the rescinded Developer Association Contracts; (iv) Awarding Plaintiff pre-judgment and post-judgment interest as allowed by law; (v) awarding Plaintiff costs and reasonable attorneys' fees, where authorized by contract, statute, or equity; and (vi) any further relief this Court deems just and proper.

COUNT XXIII – ACCOUNTING
(Developer and Riverside)

256. Plaintiff readopts and realleges paragraphs 1 through 124 above as if fully set forth herein.

257. To state a claim for an accounting, a plaintiff must allege that the contract demands between litigants involve extensive or complicated accounts and it is not clear that the remedy at law is as full, adequate, and expeditious as it is in equity. *Bankers Trust Realty, Inc. v. Kluger*, 672 So.2d 897, 898 (Fla. 3d DCA 1996).

258. Pursuant to Section 718.112(f), Florida Statutes (2017), the Developer's appointed board representatives caused the Association to fail to comply with statutory requirements to properly budget, waive, and collect reserves prior to Turnover, a statutory violation that is entirely imputed to Developer.

259. The extensive and complicated accounts of the Association prior to Turnover demonstrate the need for an accounting of all amounts spent by Developer, how the funds for assessments should have been collected, what expenditures were made and how, and what is owed to the Association from Developer.

260. The amount owed to the Association as a result of this statutory violation is believed to be in the millions, but the Developer and Riverside have prevented the Association from obtaining the records necessary to fully evaluate these sums.

261. As such, the Parties are therefore in need of an accounting of the amounts due from Developer to ASSOCIATION.

WHEREFORE, Plaintiff 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., acting on its own behalf and on behalf of its residential unit owners, demands judgment for an accounting as to Defendants, RIVERSIDE ALLIANCE MANAGEMENT LLC and RIVERWALK EAST DEVELOPMENT, LLC's pre-turnover and post-turnover financial records including all: (i); budgets, audited turnover financial statements for the period from inception through the date of turnover; (ii) supporting workpapers corporate accounts, books, vendor invoices, e-mail communications, and any other financial records, in addition to attorneys' fees and costs incurred in the prosecution of this action, and any other and further relief this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., demands a jury trial on all issues so triable.

DEMAND FOR ATTORNEYS' FEES

As to all Causes of Action herein, Plaintiff, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., demands attorneys' fees pursuant to the Association's Declaration of Condominium, By-Laws, Rules and Regulations, and the Articles of Incorporation as amended from time to time, Chapter 718, Florida Statutes, and Section 57.105, Florida Statutes.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 30, 2026, I electronically filed the foregoing document with the Clerk of the Court using the E-Filing Portal. I also certify that the foregoing document is being served this day ***all counsel of record identified on the Service List below*** in the manner specified, either via Electronic Mail in accordance with Florida General Practice and Judicial Administration Rule 2.516 or in some other authorized manner for those counsel or parties who are not authorized to receive electronic mailing.

Respectfully submitted,

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Composite Exhibit "A"

CFN 2024R0211092
OR BK 34141 Pgs 634-830 (197Pgs)
RECORDED 03/19/2024 11:56:29
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

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

Gary A. Saul, Esq.
Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Miami, FL 33131

(Reserved for Clerk of Court)

DECLARATION
OF
300 BISCAYNE BOULEVARD WAY CONDOMINIUM

Riverwalk East Developments, LLC, a Florida limited liability company, hereby declares:

1. Introduction and Submission.

1.1 The Land. The Developer (as hereinafter defined) owns fee simple title to certain land located in Miami-Dade County, Florida, more particularly described in Exhibit "1" attached hereto (the "Land").

1.2 Submission Statement. Except as set forth in this Subsection 1.2, 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 and all easements and rights appurtenant thereto intended for use in connection with the Condominium - but excluding all public or private (e.g. cable television and/or other receiving or transmitting lines, fiber, antennae or equipment) utility installations, technology wires, cables or other equipment therein or thereon reserved by the company installing same (to the extent the ownership of same is reserved to the company in the agreement allowing the installation of same) and all leased property 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. The Land, together with all easements and rights appurtenant thereto intended for use in connection with the Condominium shall collectively be referred to as the "Condominium Property". 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 **300 BISCAYNE BOULEVARD WAY 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.

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2.4 "Assessment Commencement Certificate" shall have the meaning given to it in Subsection 13.1 below.

2.5 "Association" or "Condominium Association" means **300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.

2.6 "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.

2.7 "Board" or "Board of Directors" means the board of directors, from time to time, of the Association.

2.8 "Brand" means certain branded names, trade names, trademarks or service marks owned by or otherwise associated with the Brand Owner.

2.9 "Brand Agreement" means and refers to any license agreement, management agreement, or other agreement by which the Condominium and/or Condominium Association obtains the right to use the specified Brand in connection with the branding of the Condominium and/or the operation of the same by the Condominium Association and/or its management company or other designee, and/or for such other uses, if any, as may be provided in the applicable agreement.

2.10 "Brand Owner" means the owner of the Brand.

2.11 "Brand Owner Affiliates" shall mean and refer to the Brand Owner's members, managers, officers, and its and their (as applicable) partners, officers, managers, members, directors, shareholders, employees, and/or other person who may be liable by, through or under the Brand Owner.

2.12 "Brand Owner Parties" shall mean and refer to the Brand Owner, the Brand Owner Affiliates, and their respective licensees (other than the Condominium or Condominium Association).

2.13 "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.

2.14 "By-Laws" or "Bylaws" mean the By-Laws of the Association, as amended from time to time.

2.15 "Capital Improvement Assessments" shall have the meaning given to it in Subsection 13.2(b) below.

2.16 "Charge" shall mean and refer to the imposition of any financial obligation by the Association which is not an Assessment as defined by Subsection 2.3 above. Accordingly, as to Charges, the Association will not have the enforcement remedies that the Act grants for the collection of Assessments.

2.17 "City" means the City of Miami, located within the County.

2.18 "Commercial Unit" means and refers to each of Units 303, CU-M, CU-1, CU-2, and CU-3 as identified on Exhibit "2" attached hereto. References herein to "Units" or "Parcels" shall include the Commercial Units unless the context would prohibit or it is otherwise expressly provided. The designation of a Unit as "Commercial" is for ease of reference only and is not intended to limit or define the permitted uses of such Unit.

2.19 "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 proposed annual budget or to take action on behalf of the Board.

2.20 "Common Elements" mean and include:

(a) The portions of the Condominium Property which are not included within the Units and/or the Association Property.

(b) All structural columns and bearing walls regardless of where located.

(c) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units, Common Elements and/or the Association Property.

(d) An easement of support in every portion of a Unit which contributes to the support of the Building.

(e) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements and/or to the Association Property.

(f) Any other rights in favor of the Condominium Property under any of the Existing Encumbrances, if any, solely to the extent provided by, and in accordance with the terms and conditions of, same (although nothing herein shall be deemed to make any portion of Commercial Unit CU-M part of the Common Elements.

(g) Any and all portions of the Life Safety Systems (as hereinafter defined), regardless of where located within the Condominium Property.

(h) Any other parts of the Condominium Property designated as Common Elements in this Declaration, which shall specifically include the surface water management system, if any, serving the Condominium Property.

2.21 "Common EVCS" shall have the meaning given to it in Section 11.6 below.

2.22 "Common Expenses" mean all expenses incurred by the Association for the operation, management, maintenance, insurance, 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 By-Laws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation, the following:

(a) Except as otherwise provided herein, the costs of maintaining, operating and insuring the Common Elements, including, without limitation, the costs of valet parking services and of operating, repairing, replacing and maintaining car lifts, if any;

(b) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended;

(c) the cost of a master antenna television system or duly franchised cable or satellite television service obtained (if obtained) pursuant to a bulk contract;

(d) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services and/or smart home technology, if any;

(e) the cost of communications services as defined in Chapter 202, Florida Statutes, information services, or Internet services obtained pursuant to a bulk contract, if any serving all Units (collectively "Communication Services");

(f) if applicable, costs relating to reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems;

(g) the real property taxes, and other costs or maintenance expenses attributable to any Units acquired by the Association or any Association Property;

(h) to the extent that the Association determines to acquire exterior storm shutters, impact glass, other code-compliant windows or doors or other types of code-compliant storm protection that comply with or exceed the applicable building code for all or any portion of the Condominium Property, all expense of acquisition, installation, repair, and maintenance of same by the Board (provided, however, that a Unit Owner who has already installed exterior storm shutters (or other acceptable storm protection) for his or her Unit shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit, but shall not be excused from any portion of expenses related to maintenance, repair, replacement or operation of same), including, without limitation, any and all costs associated with putting the shutters on in the event of an impending storm (without creating any obligation on the part of the Association to do so) and, if the Association elected to put shutters on, the costs of taking the shutters off once the storm threat passes;

(i) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment and/or supplies, including without limitation, leases for trash compacting and/or recycling equipment, if same is leased by the Association rather than being owned by it;

(j) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems (as hereinafter defined);

(k) any unpaid share of Common Expenses extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure;

(l) costs of fire, windstorm, flood, liability and all other types of insurance including, without limitation, and specifically, insurance for officers and directors of the Association and costs and contingent expenses incurred if the Association elects to participate in a self-insurance fund authorized and approved pursuant to Section 624.462, Florida Statutes;

(m) costs of water and sewer, electricity, gas and other utilities which are not consumed by and metered to individual Units;

(n) costs resulting from damage to the Condominium Property which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage;

(o) costs and expenses of maintaining, repairing and/or replacing as necessary any public improvements (such as, without limitation, sidewalks, medians, landscaping, etc.) located upon or adjacent to (even if beyond the legal boundaries of) the Condominium Property, if any), and/or any art, mural and/or other decorative feature of the Condominium, to the extent required, mandated or imposed by any agreement, permit, approval or other instrument recorded against the Land or in connection with, or as a condition of obtaining, the permits and/or approvals for development and operation of the Condominium;

(p) any and all costs, expenses, obligations (financial or otherwise) and/or liabilities of the Association and/or running with the Land pursuant to any restriction, covenant, condition, limitation, agreement, reservation and easement now or hereafter recorded in the public records (including, without limitation, the Existing Encumbrances), all of which are expressly assumed by the Association;

(q) any and all expenses relating to the installation, repair, maintenance, operation, insurance, alteration and/or replacement of the Riverwalk (regardless of the fact that a portion of the Riverwalk may be contained within Commercial Unit CU-M;

(r) any and all costs, expenses or other sums incurred relating to, directly or indirectly, the repair, maintenance, insurance and/or replacement of the Waterfront Maintenance Areas (regardless of the fact that same may be contained within Commercial Unit CU-M);

(s) to the extent that the Association (acting through the Board) decides to subsidize operations from any catering or food and/or beverage operation and/or spa and/or fitness facility located within the Common Elements, if any, the amount of any such subsidy;

(t) to the extent that the Association (without creating any obligation) decides to pursue a liquor license for any catering or food and/or beverage operation located within the Common Elements, all costs to obtain and maintain the liquor license;

(u) expenses incurred by the Association in connection with any bulk contract or other fees incurred in connection with any agreement for beach club services, if any, and/or any beach club memberships and/or use of any beach club facilities, if any, not within the Common Elements.

(v) any payments required under lease agreements for artwork, sculptures, and/or art installations, if same are leased by the Condominium Association rather than being owned by it; and

(w) any and all costs and expenses in connection with any Brand Agreement, including without limitation, branding and/or licensing fees and costs associated with maintaining the Condominium Property in accordance with the Project Quality Standards.

Common Expenses shall not include any separate obligations of individual Unit Owners.

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2.23 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits, collected by the Association which exceeds Common Expenses.

2.24 "Communication Services" shall have the meaning set forth in Section 2.21 above.

2.25 "Condominium" shall have the meaning given to it in Subsection 1.3 above.

2.26 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit.

2.27 "Condominium Property" means the Land, Improvements and other property or property rights described in Subsection 1.2 hereof, subject to the limitations thereof and exclusions therefrom, including, without limitation, any and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.28 "County" means the County of Miami-Dade, State of Florida.

2.29 "Declaration" or "Declaration of Condominium" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

2.30 "Developer" means Riverwalk East Developments, LLC, a Florida limited liability company, its successors, nominees, affiliates 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 assume any obligations of the Developer (unless expressly assumed in writing), but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. Additionally, the Developer's rights hereunder may be assigned and/or exercised by a Bulk Buyer or Bulk Assignee (each as defined in the Act) without otherwise making them a developer for purposes of the Act. Notwithstanding any assignment of the Developer's rights hereunder (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of the Developer unless, and only to the extent that, it expressly agrees to do so in writing. 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.

2.31 "Developer's Affiliates" shall mean and refer to Developer, its members, managers and officers, and its and their, as applicable, partners, officers, managers, members, directors, shareholders, employees and/or other person who may be liable by, through or under Developer.

2.32 "Dispute", for purposes of Subsection 18.1, 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: (1) require any Owner to take any action, or not to take any action, involving that Owner's Unit or the appurtenances thereto; or (2) 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: (1) properly conduct elections; (2) give adequate notice of meetings or other actions; (3) properly conduct meetings; or (4) 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; the levy of a fee or Assessment or the collection of an Assessment levied against a party; the eviction or other removal of a tenant from a Unit; alleged breaches of fiduciary duty by one or more directors; or claims for damages to a Unit based upon the alleged failure of the Association to maintain the Common Elements or Condominium Property

2.33 "District" shall have the meaning given to it in Subsection 6.4 below.

2.34 "Division" means the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation, State of Florida, or its successor.

2.35 "Electric Vehicle Charging Station" or "EVCS" means a station that is designed in compliance with applicable Federal, State and local building codes and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging station includes any related equipment needed to facilitate charging plug-in electric vehicles.

2.36 "Elevator Vestibule" means any foyer, elevator lobby and/or elevator vestibule located within a Unit that connects an elevator to the front door of the Unit.

2.37 "Existing Encumbrances" shall mean and refer to the terms, conditions, provisions, obligations, rights and restrictions set forth in the following instruments benefiting and/or burdening the Land, all as recorded in the Public Records of Miami-Dade County, Florida, as further described herein:

(a) To the extent applicable and not now or hereinafter terminated and/or modified, the "Grant of Easement" shall mean the Grant of Easement by and between Bayview Associates, Inc. and the City, recorded March 31, 1981 in Official Records Book 11057, Page 2957, regarding the construction and maintenance of a landscaped pedestrian walkway, as amended and/or modified;

(b) To the extent applicable and not now or hereinafter terminated and/or modified, the "Covenant Running With The Land" by and between City National Bank of Florida, as Trustee under the provisions of a certain Trust Agreement, dated the 24th day of October, 2006, and known as Trust No. 2401-2782-00 and the City, recorded October 7, 2008 in Official Records Book 26600, Page 2425, regarding the maintenance of certain landscaping, irrigation, lighting, pavers and ADA compliant tree gates, as amended and/or modified (the "Covenant Infrastructure");

(c) To the extent applicable and not now or hereinafter terminated and/or modified, the Declaration of Easement recorded December 12, 2008 in Official Records Book 26683, Page 3424 of the Public Records of Miami-Dade County, Florida, as amended and/or modified;

(d) Major Use Special Permit adopted by the City of Miami Commission on April 22, 2004 pursuant to Resolution No. R-04-0277, and recorded in Official Records Book 24229, Page 3851 of the Public Records of Miami-Dade County, Florida (including any Development Order attached and/or referenced therein), all as amended and/modified; and

(e) To the extent applicable and not now or hereinafter terminated and/or modified, the Declaration of Restrictive Covenants in Lieu of Unity of Title recorded in Official Records Book 24781, Page 565 of the Public Records of Miami-Dade County, Florida, as amended and/or modified

2.38 "Extraordinary Financial Event" shall mean Common Expenses resulting from a natural disaster or Act of God, which are not covered by insurance proceeds from the insurance maintained by the Association.

2.39 "First Mortgagee" shall have the meaning given to it in Subsection 13.6 below.

2.40 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located or to be located on the Condominium Property, including, but not limited to, the Building.

2.41 "Individual EVCS Owner" shall have the meaning given to it in Section 17.9 below.

2.42 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, a government sponsored entity, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), any lender advancing funds to Developer (or any subsequent Bulk Buyer or Bulk Assignee, as each is defined in the Act) secured by an interest in any portion of the Condominium Property 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.

2.43 "Insured Property" shall have the meaning given to it in Subsection 14.2(a) below.

2.44 "Land" shall have the meaning given to it in Subsection 1.1 above.

2.45 "Life Safety Systems" mean and refer to any and all emergency lighting, emergency generators audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in the Building, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include all stairways and stair landings. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Building or the Condominium contains all such Life Safety Systems.

2.46 "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.

2.47 "Material Amendment" shall have the meaning given to it in Subsection 6.2 below.

2.48 "Optional Property" shall have the meaning given to it in Subsection 14.5(b) below

2.49 "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.

2.50 "Private Pool/Spa" shall mean any private swimming pool and/or spa now or hereafter installed or constructed on a Limited Common Element terrace, deck,

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roof deck or balcony appurtenant to a Unit or Units, together with the pool deck appurtenant thereto, all as more particularly described in Section 3.3(a) below.

2.51 "Residential Unit" means and refers to each of the Units other than the Commercial Units. References herein to "Units" or "Parcels" shall include Residential Units unless the context prohibits or it is otherwise expressly provided.

2.52 "Riverwalk" shall mean and refer to the public Riverwalk located along, or immediately beyond, the eastern and southern boundary of the Condominium Property, and identified as such on Exhibit "2" attached hereto. To the extent that any portion of the Riverwalk is located within Commercial Unit CU-M, same shall nonetheless be maintained, repaired and replaced by the Association as if it were part of the Common Elements, with all costs associated with such maintenance, repair and replacement to be deemed part of the Common Expenses.

2.53 "Special Assessments" shall have the meaning given to it in Subsection 13.2(a) below.

2.54 "Substantial Completion Certificate" shall have the meaning given to it in Subsection 13.1 below.

2.55 "Unit" means a part of the Condominium Property which is subject to exclusive ownership, and except where specifically excluded, or the context otherwise requires, shall be deemed to include the Residential Units and the Commercial Unit. References herein to "Parcels" shall include Units unless the context prohibits or it is otherwise expressly provided.

2.56 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.

2.57 "Waterfront Maintenance Areas" shall have the meaning given in Section 7.1 below.

3. <u>Description of Condominium</u>

3.1 <u>Identification of Units</u>. The Land has constructed thereon one (1) Building containing a total of three hundred ninety eight (398) Units consisting of three hundred ninety three (393) Residential Units and five (5) Commercial Units. Each such Unit is identified by a separate numerical and/or 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, including, without limitation, the right to transfer such right to other Units or Unit Owners; (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 <u>Unit Boundaries</u>. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

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(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). Notwithstanding the foregoing, to the extent that the floor of any Unit consists of the uppermost surface of any Building and/or does not have a structural ceiling, then in such instance, the upper boundary shall be deemed to be the horizontal plane which is forty feet (40') above the horizontal plane of the lower boundary of the Unit.

(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 3.2(a)(i) and 3.2(a)(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 as applicable; (i) as to the boundary between horizontally adjoining Units that are not separated by a wall, the vertical plane lying on the survey line defining the Unit perpendicular to the upper and lower boundaries as shown on Exhibit "2" hereof, as amended or supplemented, extended to their planar intersections with each other and with the upper and lower boundaries; and (ii) as to all other perimetrical boundaries of the Unit, 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 (and to the extent that the walls are drywall and/or gypsum board, the Unit boundaries shall be deemed to be the area immediately behind the drywall and/or gypsum board, so that for all purposes hereunder the drywall and/or gypsum board shall be deemed part of the Unit and not part of the Common Elements).

(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, if any, shall not be included in the boundaries of the Unit and shall therefore be Common Elements. Notwithstanding anything herein contained to the contrary, any elevators

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(including all mechanical equipment serving, and housing for the elevators) wholly contained within and solely serving a Unit (to the exclusion of all other Units), if any, shall be deemed part of the Unit. Further, notwithstanding anything to the contrary, the structural components of the Building, and the Life Safety Systems, regardless of where located, are expressly excluded from the Units and are instead deemed Common Elements. For purposes hereof, to the extent that the Building includes a curtain and/or window wall, then any glass and/or transparent surfaces incorporated into the curtain and/or window wall system (and any installations or other portions of the curtain and/or window wall system) shall be deemed excluded from the Unit, considered part of the structural components of the Building and be deemed Common Elements hereunder. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, NO POST TENSION CABLES AND/ OR REINFORCEMENT BARS CONTAINED IN THE BUILDING SHALL BE CONSIDERED A PART OF A UNIT. AS SUCH POST TENSIONED CABLES AND/OR REINFORCEMENT BARS ARE ESSENTIAL TO THE STRUCTURE AND SUPPORT OF THE BUILDING, ALL POST TENSIONED CABLES AND/OR REINFORCEMENT BARS SHALL BE DEEMED COMMON ELEMENTS OF THE CONDOMINIUM AND MAY NOT BE DISTURBED OR ALTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD.

(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 Subsection 3.2(c) above shall control unless specifically depicted and labeled otherwise on such survey.

As to a multi-story unit (e.g., a duplex), the square footage of the Unit shall be calculated in a manner to maximize the potential square footage of the Unit, regardless of the actual build-out of the Unit. As such, the fact that the build-out of the Unit included some portion of the lower level having excess height to create a lofted effect for the upper level(s) shall be disregarded and the area of the Unit shall be deemed to be the potential maximum floor area of the lower level and the potential maximum floor area of the upper level(s).

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, Terraces, Roof Decks and/or Lanais appurtenant to Residential Units. Any patio, balcony, terrace, roof deck and/or lanai (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Residential Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). Except only as set forth elsewhere to the contrary, the Association shall be responsible for the maintenance, repair and replacement of the structural and mechanical elements of any such Limited Common Elements and any roofing systems and/or waterproofing systems of the Building, with the costs of same being a part of the Common Expenses (in the absence of damage caused as a result of improving or otherwise altering the patio, balcony, terrace, roof deck and/or lanai, in which case the cost shall be the responsibility of the applicable Unit Owner). Except only as set forth elsewhere to the contrary, each Unit Owner shall, however, be responsible for the maintenance of any other portions of such areas, for the general cleaning, landscaping, plant care and upkeep of the appearance of the area(s) and for the repair and replacement of any floor coverings placed or installed on any patio, balcony, terrace, roof deck and/or lanai and/or any planters placed or installed on any patio, balcony, terrace, roof deck and/or lanai (as well as any resultant damage to Common Elements or other Units resulting from the use of any patio, balcony, terrace, roof deck and/or lanai and/or the installation of flooring, planters or other improvements on same). A Unit Owner using a patio, balcony, terrace, roof deck and/or lanai or making or causing to be made any additions, alterations or improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer, Developer's Affiliates 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. Notwithstanding anything to the contrary, there shall be no change to the exterior face of any patio, balcony, terrace, roof deck or lanai without the prior written approval of the Board. Additionally, any and all floor coverings and/or other improvements installed upon any Limited Common Element patio, balcony, terrace, roof deck and/or lanai shall be consistent with the general appearance of the Condominium as initially constructed (unless the prior written consent of the Association is first obtained) and shall otherwise be in accordance with the provisions of Sections 17.9 and 17.12 hereof and be subject to the prior written approval of the Association.

Notwithstanding anything contained herein to the contrary, to the extent that a patio, balcony, terrace, roof deck and/or lanai contains a Private Pool/Spa or same is lawfully installed or constructed hereafter, the Owner of the Unit to which the Private Pool/Spa and the patio, balcony, terrace, roof deck and/or lanai are appurtenant, shall be directly responsible for, at such Owner's cost, the following: (i) the chemical treatment of the water of the Private Pool/Spa, (ii) the maintenance, repair and/or replacement of the pool pump and all other mechanical equipment serving the Private Pool/Spa, (iii) the general cleaning and skimming of the Private Pool/Spa, (iv) the maintenance, repair and/or replacement of the surface and/or finish of the Private Pool/Spa, whether same requires repainting, re-marciting, re-tiling or otherwise, (v) all insurance on the Private Pool/Spa and (vi) any costs resulting from the existence of the Private Pool/Spa (which would not otherwise need to be incurred if a Private Pool/Spa were not installed on the appurtenant patio, balcony, terrace, roof deck and/or lanai). Unless otherwise approved by the Board, the Owner of the Unit to which the Private Pool/Spa is appurtenant shall utilize the same pool/spa maintenance vendor employed by the Association from time to time to maintain and service the Unit Owner's Private Pool/Spa. The Owner of the Unit to which the Private Pool/Spa is appurtenant shall be liable for any loss, damage or liability which may result from the existence of the Private Pool/Spa, be it loss or damage to property and/or injury or death to persons, and shall indemnify and hold the Association, the Developer and Developer's Affiliates, and its and their respective directors, officers, employees, contractors, agents or affiliates harmless from and against any and all actions, claims, judgments, and other liabilities in any way whatsoever connected with any Private Pool/Spa or similar improvements as contemplated herein.

Notwithstanding anything to the contrary contained herein, the Common Element greenspace on the 15th floor and identified as Green Space on

Exhibit "2" is for decorative purposes only and shall not be accessed by any persons other than maintenance personnel.

(b) Parking Spaces. Each parking space and/or private garage, as shown on Exhibit "2" attached 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 and shall have (and after such period the Association, acting through its Board, shall have) the right to assign, with or without consideration, the exclusive right to use any parking space and/or private garage located within the Common Elements of the Condominium, to one or more Units, whereupon the space and/or private garage so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Additionally, Developer hereby reserves and shall have (and after such period the Association, acting through its Board, shall have) the right to assign, with or without consideration, valet parking rights or privileges to have a vehicle or vehicles parked within the Common Elements of the Condominium, to one or more Units, whereupon the parking rights and/or privileges so assigned and/or granted 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). The Developer reserves the right to retain any and all revenue and fees from any and all such assignments for its sole use and benefit. A Unit Owner may assign, convey or otherwise transfer the Limited Common Element parking space and/or private garage and/or valet parking right assigned to his or her Unit to another Unit by written instrument delivered to (and to be held by) the Association. Further, a Limited Common Element parking space which is not part of a private garage may be relocated at any time, and from time to time, by the Board to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility, but otherwise, such assigned parking spaces and/or privileges may not be divested. Accordingly, a specific assigned Limited Common Element parking space is subject to change. Except as provided below, the maintenance, repair and replacement of any parking space so assigned shall be the responsibility of the Association (provided however, that the contents placed in any such parking space or the contents within a private garage, including, without limitation, any shelving, cabinetry, millwork, equipment and/or vehicles therein, and the insurance thereof (if available), shall be the sole responsibility of the Unit Owner.

Additionally, certain parking spaces may contain a mechanical device ("Car Lift") which enables a parking space to accommodate two (2) cars stacked one on top of the other (the "Car Lift Spaces"). Notwithstanding anything contained herein to the contrary and unless otherwise determined by the Association acting through its Board, the Car Lifts shall at all times be operated by valet only and no self-parking shall be permitted in any parking space containing a Car Lift. Each Owner, for itself and/or its successors and/or assigns, understands and agrees that certain vehicle model types of certain sizes, heights, weights, and dimensions (including, without limitation, certain SUVs) may not be suitable for use with Car Lifts or within a Car Lift Space. The Condominium Association may establish regulations and guidelines governing the Car Lift use which may identify approved manufacturers and specifications for Car Lifts and restrict the size and type of vehicles approved for using such Car Lifts within Car Lift Spaces. Neither the Developer, Developer's Affiliates nor the Condominium Association shall be responsible or liable for damages or injury resulting from improper use of a Car Lift, or a Car Lift Space by a Unit Owner. A Unit Owner holding an assignment of a parking space shall be financially responsible for any personal injury, property damages, or other losses that may result from the use of a Car Lift, Car Lift Space and each Unit Owner holds harmless the Developer, Developer's Affiliates and the Association, and it's and their respective officers, directors, managers, employees and agents, successors and assigns, in the event of any damage or personal injury arising from the use of a Car Lift Space or any mechanism which is a part of such Car Lift.

Car Lifts are part of the Common Elements and/or Association Property and not the personal property of an Owner having exclusive use of same. Notwithstanding the foregoing, a Unit Owner holding a valet parking right for parking within a Car Lift is solely responsible at its cost and expense, for any maintenance, repair or replacement, and/or liability arising from the use, of the Car Lift, and shall hold harmless and indemnify the Developer and the Association for any and all liability and/or expenses resulting from the repair, operation and/or replacement of the Car Lift. In the event that the Car Lift needs to be moved to allow the Association to maintain, repair, replace and/or alter any of the Common Elements, the applicable Unit Owner shall, at its sole cost and expense, cause same to be removed within ten (10) business days following demand therefor (and thereafter to be replaced after the Association has completed its work).

Certain parking spaces may be tandem parking spaces which accommodate two (2) cars, parked one in front of the other (the "Tandem Spaces"). To the extent that any Tandem Space is assigned, the instrument of assignment shall indicate whether self-parking or valet parking (or both) is permitted in the Tandem Space. Except as otherwise provided in the form of assignment of a Tandem Space, if a Unit Owner is assigned the use of both parking spaces within a Tandem Space, the Unit Owner will be responsible for moving the vehicles parked therein. If a Unit Owner is assigned a valet parking right or valet parking privilege which is part of a Tandem Space, then the Association's valet operator shall move the vehicles parked therein.

EACH UNIT OWNER ACKNOWLEDGES AND AGREES THAT A PORTION OF THE PARKING FACILITIES MAY BE 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 PREMIUMS, BOTH FOR THE ASSOCIATION IN INSURING THE PARKING FACILITIES, AND FOR OWNERS, MAY BE HIGHER THAN IF THE PARKING STRUCTURE WAS 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 SUCH OWNER AND THE OWNER'S TENANTS, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM.

(c) Storage Spaces. Each storage space located within the Storage Rooms shown on Exhibit "2" attached hereto, shall be a Limited Common Element only upon it being assigned as such to a particular Unit in the manner described herein. Notwithstanding the foregoing, that certain Storage Space depicted on Exhibit "2" attached hereto shall be deemed to be a Limited Common Element appurtenant to Commercial Unit CU-M and that certain Storage Space as depicted on Exhibit "2" attached hereto shall be deemed

(Reserved for Clerk of Court)

to be a Limited Common Element appurtenant to Commercial Unit CU-1, subject to the right to transfer or reassign such Limited Common Elements as provided herein. Until such time as Developer is no longer offering Units for sale in the ordinary course of business, Developer hereby reserves and shall have (and after such period the Association, acting through its Board, shall have) the right to assign, with or without consideration, the exclusive right to use any storage space, if any, now or hereafter 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). The Developer reserves the right to retain any and all revenue and fees from any and all such assignments for its sole use and benefit. After assignment to a Unit by the Developer, a Unit Owner may assign, convey or otherwise transfer the Limited Common Element storage space assigned to his or her Unit to another Unit by written instrument delivered to (and to be held by) the Association. The maintenance of any storage space so assigned shall be the responsibility of the Association (provided however, that the contents placed in any such storage space, including, the insurance thereof, shall be the sole responsibility of the Unit Owner of the Unit(s) to which it is assigned). The Owner of the Unit to which the storage space is appurtenant shall be liable for any loss, damage or liability which may result from the existence and use of such storage space, be it loss or damage to property and/or injury or death to persons, and shall indemnify and hold the Association, Developer and Developer's Affiliates, and its and their respective directors, officers, employees, contractors, agents or affiliates harmless from and against any and all actions, claims, judgments, and other liabilities in any way whatsoever connected with the use of the storage space as contemplated herein. 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 PREMIUMS, 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 ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A UNIT, OR ACCEPTING THE ASSIGNMENT OF A STORAGE SPACE, EACH OWNER, FOR SUCH OWNER AND THE OWNER'S TENANTS, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM.

(d) Patios, Balconies, Terraces, Lanais and/or Sidewalks appurtenant to a Commercial Unit. Any patios, balconies, terraces, lanais and/or sidewalks adjacent to a Commercial Unit shall, subject to the provisions hereof, be a Limited Common Element of such Unit, so that the Commercial Unit Owner from time to time may, to the extent permitted by law, incorporate and use such areas in connection with, or relating to, the operations from such Commercial Unit. In the event of any dispute as to the extent of any patio or terrace appurtenant to a Commercial Unit, the survey/plot plan set forth as Exhibit "2" hereto shall control. Notwithstanding the foregoing, the designation of such areas as Limited Common Elements shall not entitle the Owner(s) of the Unit(s) to which they are appurtenant to preclude passage over such areas as may be required by applicable law (and an easement for such passage is hereby reserved).

It is further understood and agreed that, anything herein contained to the contrary notwithstanding, the external surfaces, terraces and balconies of the Commercial Unit shall be deemed Limited Common Elements thereof and the applicable Owner(s) thereof may place on such surfaces, or on the balconies appurtenant thereto such signage, mechanical equipment and/or other items thereon as they may desire, without requiring approval from the Association, the Board or any Unit Owner, other than applicable governmental authorities to the extent that prior approval from them is required, and may further make any alterations or improvements, in such Commercial Unit Owner's sole discretion, to the Owner's Commercial Unit and/or Limited Common Elements appurtenant thereto or to the Common Elements adjacent to such Commercial Unit. Any such installations, and any additions, alterations and improvements thereto shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction.

The Association shall be responsible for the maintenance, repair and replacement of any such Limited Common Elements, with the costs of same being a part of the Common Expenses. The Commercial Unit Owner shall, however, be responsible for the maintenance of any other portions of such areas, for the general cleaning, plant care (to the extent of any plants added on those areas by the Unit Owner), and upkeep of the appearance of the area(s), and for the repair and replacement of any furniture or furnishings and/or any floor coverings placed or installed on any patio, balcony, terrace, sidewalks and/or lanai. Any Commercial Unit Owner using a patio, balcony, terrace, lanai and/or sidewalk or making or causing to be made any additions, alterations or improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and such Owner's 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

Notwithstanding anything herein contained to the contrary, an easement is hereby reserved over and across the balcony/terrace appurtenant to Unit CU-1, in favor of the Owner from time to time of Unit CU-2 (and its guests, tenants and invitees, for pedestrian ingress and egress to and from the Common Elements and Unit CU-2.

(e) Miscellaneous Areas, Equipment; Utility Consumption. Except to the extent that same are located within the boundaries of a Unit, any fixtures or equipment (e.g., an air conditioning compressor, other portions of any air conditioning systems, and/or heater, if any, or hot water heater) serving a Unit or Units exclusively and any area (e.g., a closet, roof space or ground slab) upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s). Without limiting the foregoing, each air conditioning unit (and all equipment and fixtures constituting an individual air conditioning system) located on the roof of the Building which serves only one Unit shall be deemed a Limited Common Element of the Unit it serves. The maintenance (and cost) of any such fixtures and/or equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which the fixtures and/or equipment are appurtenant. Additionally, notwithstanding anything to the contrary, to the extent that utility service (e.g., electric, water, sewer, gas etc.) to a Unit (to the exclusion of other Units and/or the Common Elements) and/or any Individual EVCS is separately submetered to identify consumption by said

Unit, same shall be deemed a Limited Common Element of the Unit with the Association to assess each Unit Owner for the costs of such utility service measured and paid for in direct relation to the consumption identified by the applicable submeter. Such charges may be enforced and shall be collectible by the Association in the same manner as "Assessments" hereunder.

(f) Other. If applicable, 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. To the extent of any area deemed a Limited Common Element under this Subsection 3.3(f), the Owner of the Unit(s) to which the Limited Common Element is appurtenant shall have the right to alter same as if the Limited Common Element were part of the Owner's Unit, rather than as required for alteration of Common Elements. Notwithstanding the foregoing, the designation of any portion of the Common Elements as a Limited Common Element under this Subsection 3.3(f) shall not allow the Owner of the Unit to which the Limited Common Element is appurtenant to preclude, or in any way interfere with the passage through such areas as may be needed from time to time for emergency ingress and egress, and for the maintenance, repair, replacement, alteration and/or operation of the elevators, Life Safety Systems, mechanical equipment and/or other Common Elements which are most conveniently serviced (in the sole determination of the Board) by accessing such areas (and an easement is hereby reserved for such purposes).

Except for those portions of the Common Elements designed and intended to be used by all Unit Owners, a portion of the Common Elements serving only one (1) Unit or a group of Units (but not all Units) may be reclassified as a Limited Common Element upon the vote required to amend the Declaration under either Section 6.1 or 6.5 hereof (and any such amendment shall not be deemed a Material Amendment governed by Section 6.2).

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, which include, among others, the benefits and burdens imposed by the Existing Encumbrances):

(a) Support. Each Unit, the Building and any structure and/or improvement now or hereafter constructed adjacent thereto 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, the Common Elements and/or the Association Property and any other structure or improvement which abuts any Unit, the Building or any Improvements.

(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, Life

Safety Systems, digital and/or other satellite systems, broadband communications 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 or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband communications or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications, monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband 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 and/or the Association Property encroaches upon any Unit (or Limited Common Element appurtenant thereto); (ii) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements and/or the Association Property; or (iii) any encroachment shall hereafter occur as a result of (1) construction of the Improvements; (2) settling or shifting of the Improvements; (3) any alteration or repair to the Common Elements and/or the Association Property made by or with the consent of the Association or Developer, as appropriate; or (4) 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 and/or the Association Property, 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, tenants and invitees, and for each member of the Association and their guests, tenants and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements (including without limitation, Limited 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 Subsection 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 Developer's Affiliates and its or their 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 undertaking and completing the construction thereof and/or any portion of the Common Elements and/or Association Property, or any part thereof, or any Improvements located or to be located thereon, and/or any improvements located or to be located adjacent thereto 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. The Association (and its designees, contractors, subcontractors, employees) shall have the 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 exterior storm shutters in the event of the issuance of a storm watch or storm warning.

(f) Exterior Building Maintenance. An easement is hereby reserved on, through and across each Unit and all Limited Common Elements appurtenant thereto in order to afford access to the Association (and its contractors), to stage exterior maintenance, to perform roof repairs and/or replacements, repair, replace, maintain and/or alter rooftop mechanical equipment, to stage window washing equipment and to perform window washing and/or any other exterior maintenance and/or painting of the Building.

(g) Water Pump Maintenance. An easement is hereby reserved on, through and across each Unit and all Limited Common Elements appurtenant thereto in order to inspect, repair, replace, maintain and/or alter any and all water pumps located within the Condominium Property.

(h) Elevator Vestibule Easements. Easements are hereby reserved over, through and across such portions of the Condominium Property (including, without limitation, all Elevator Vestibules, elevator lobbies or entry areas) as may be necessary or convenient to afford access by the Association (and its designees, contractors, subcontractors, employees or other parties designated by the Association) for the maintenance, repair, replacement, alteration and/or operation of elevator machine rooms, control panels, Life Safety Systems, mechanical equipment and/or other portions of the Common Elements which are most conveniently serviced (in the sole determination of the Board) by accessing such areas. In furtherance of the foregoing, (i) no Unit Owner, tenant or other occupant shall take any action to impede access to the elevator machine rooms, control panels, Life Safety Systems, mechanical equipment and/or other portions of the Common Elements, whether by the installation of locked doors (which is expressly precluded) or otherwise, and (ii) any and all improvements to and/or furnishings or decorative items installed in any Elevator Vestibules shall utilize fire retardant materials and shall otherwise comply with all requirements of the City's building and fire departments. None of the easements specified in this subparagraph 3.4(g) 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. Additionally, the Association (and its designees, contractors, subcontractors, employees or other parties designated by the Association) and each Unit Owner (and their guests, tenants and invitees) shall have an easement over, through and across the Elevator Vestibules as may be reasonably necessary for purposes of emergency ingress and egress. In furtherance of the foregoing, no Unit Owner, tenant or other occupant shall take any action to impede access to the Elevator Vestibules, whether by the installation of locked doors (which is expressly precluded) or otherwise. Notwithstanding the foregoing, inasmuch as the Elevator Vestibules are included as part of applicable Units and are intended, to the maximum extent practical, to be private, all easements reserved in this Section shall be exercised only when and in such manner and with such frequency to minimize any disruption to the appurtenant Unit Owner.

(i) Existing Encumbrances and Riverwalk. Pursuant to the Existing Encumbrances, the Condominium Association has the burden to operate, repair, replace, insure and maintain a pedestrian walkway, the Covenant Infrastructure and the Riverwalk.

The Existing Encumbrances are detailed and extensive, should be reviewed carefully by each Owner, and include, among other things, (i) a non-exclusive easement and maintenance obligations in favor of the City and the general public for a pedestrian walkway; (ii) covenants in favor of the City for the maintenance of the Covenant Infrastructure; and (iii) easements in favor of the City and the public over and upon a portion of the Common Elements (or the land located immediately adjacent to the Condominium Property) for a public Riverwalk.

Each Owner (for itself, its tenants, guests, successors and assigns) understands and agrees, by acceptance of a deed or otherwise acquiring title to a Unit, that the rights in and to the Condominium Property are junior and subordinate to the burdens and benefits therein granted under the Existing Encumbrances. Any and all benefits and/or burdens imposed upon the Condominium Property, the Association and/or any predecessor in title to the Developer, pursuant to the Existing Encumbrances shall be assumed by the Association and all costs, expenses and burdens associated therewith shall be deemed Common Expenses and paid for through Assessments, and any and all reimbursements, shall be credited against the Common Expenses. Accordingly, and without limiting the generality of the foregoing, inasmuch as the Condominium Property is burdened by the Existing Encumbrances, the Association shall be bound by same and shall be obligated to fulfill any and all obligations required under same, including without limitation, any maintenance responsibilities. For more details, please see the Existing Encumbrances. EACH UNIT OWNER SHOULD THOROUGHLY REVIEW THE EXISTING ENCUMBRANCES TO DETERMINE THE EFFECT SAME WILL HAVE ON THE CONDOMINIUM PROPERTY.

(j) Sales and Leasing Activity. Until such time as Developer (or any of Developer's Affiliates) is no longer offering Units for sale in the ordinary course of its business, the Developer, its designees, successors and assigns, hereby reserves and shall have the right to use any Units owned by Developer (or Developer's Affiliates) and all of the Common Elements or Association Property for guest accommodations, model apartments and sales, leasing, management, resales, administration and construction offices, to provide financial services, to show model Units and/or apartments and the Common Elements and/or any other portions of the Condominium Property or neighboring properties owned or developed by the Developer, or Developer's Affiliates, to prospective purchasers and tenants of Units and/or "units" or "improvements" intended to be constructed on any neighboring properties, and/or to erect on the Condominium Property and Association Property signs, displays and other promotional material to advertise Units or other properties for sale or lease either in the Condominium or such neighboring properties (and an easement is hereby reserved for all such purposes and without the requirement that any consideration be paid by the Developer to the Association or to any Unit Owner).

(k) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer in the development, construction, sale, resale, leasing, financing and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner and without requiring any consideration to be paid by the Developer to the Unit Owners and/or Condominium Association (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, without restriction, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the Association or any Unit Owner to grant, or to interfere with, such access, shall alleviate the Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes the Developer in any way in Developer's activities described in this Subsection 3.4(k). The easements reserved in this Section shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer and the issuance of any certificates of occupancy for the Condominium Property (or portions thereof). Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be or are expressly set forth herein) as set forth in Section 22 below.

(l) Riverwalk Easement. Easements for public pedestrian ingress and egress are hereby reserved over and across the portions of the Condominium Property and/or the land located immediately adjacent to the Condominium Property, which areas are identified as the Riverwalk on Exhibit "2" (or any portion thereof) for access to and from, and use and enjoyment of, such Riverwalk. The Riverwalk is intended to be made available to persons who are not members of the Association and who are not Owners, or guests, tenants or invitees of Owners (i.e., the general public), and such persons shall not be obligated for any costs associated with the operation, maintenance, insurance, repair, alteration and/or replacement of the Riverwalk (all of such costs being deemed Common Expenses hereunder to be paid for through Assessments solely by Unit Owners).

(m) Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Elements in the performance of their respective duties. Any access control systems shall be operated in a manner to allow the fire and police personnel to perform their duties.

(n) Commercial Unit Easements.

(i) Commercial Unit HVAC Equipment. To the extent that a Commercial Unit has HVAC and/or other mechanical equipment serving only that Unit ("Commercial Mechanical Equipment") located on the Condominium and/or Association Property rooftop and/or on any other portion of the Common Elements and/or Association Property, then an easement is hereby reserved for the Commercial Unit Owner (or its tenant, or its or their contractors, agents, designees and assignees) to take such actions as are necessary or desired to maintain, operate repair and/or replace such Commercial Mechanical Equipment. Without limiting the generality of the foregoing, easements in favor of each Commercial Unit Owner (and its tenants, or its or their contractors, agents, designees and assignees) shall exist: (i) for pedestrian traffic over, through and across the Common Elements and/or Association Property as may be necessary to access the Condominium and/or Association Property rooftop and/or on such other portions of the Common Elements and/or Association Property, and, (ii) to connect to the utility systems within the Condominium and/or Association Property and over and across such other portions of the Condominium Property and/or Association Property as may be reasonably necessary to permit hook-up of any Commercial Mechanical Equipment, and (iii) over, in, under and upon such portions of the Condominium Property and/or Association Property as may be reasonably necessary or appropriate for the installation, maintenance, repair, replacement and/or alteration of the Commercial Mechanical Equipment. Notwithstanding anything to the contrary contained in this Subsection 3.4(n)(i), in exercising any of the easements granted herein, the Commercial Unit Owner may not impair service to any Units and/or the Common Elements and must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction.

(ii) Utility Room Easements. To the extent that a Commercial Unit is connected to, or derives service (utility or otherwise) from, any meter room, transformer room or other room (and/or from the equipment contained in such rooms) located within the Condominium Property and/or Association Property (including, without limitation, all pipes, lines, ducts, wires and other items which connect from the Commercial Unit to such rooms, the "Utility Equipment"), then an easement is hereby reserved for the Commercial Unit Owner (or its tenant, or its or their contractors, agents, designees and assignees) to take such actions as are necessary or desired to maintain, operate repair and/or replace such Utility Equipment. Without limiting the generality of the foregoing, easements in favor of the Commercial Unit Owner (and its tenants, or its or their contractors, agents, designees and assignees) shall exist: (i) for pedestrian traffic over, through and across the Common Elements and/or Association Property as may be necessary to access any such Utility Equipment, and, (ii) to connect to the utility systems within the Condominium and/or Association Property and over and across such other portions of

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the Condominium Property and/or Association Property as may be reasonably necessary to permit hook-up of or to any Utility Equipment, and (iii) over, in, under and upon such portions of the Condominium Property and/or Association Property as may be reasonably necessary or appropriate for the installation, maintenance, repair, replacement and/or alteration of the Utility Equipment. Notwithstanding anything to the contrary contained in this Subsection 3.4(n)(ii) in exercising any of the easements granted herein, the Commercial Unit Owner may not impair service to any Units and/or the Common Elements and must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction.

(iii) Unit CU-M Easement. Unit CU-M shall have a permanent, non-exclusive and uninterrupted easement to access the loading docks and such other portions of the Common Elements necessary to facilitate the servicing, supplying, equipping, loading, unloading, maintaining and/or refueling of vessels by various trucks, vans and/or vehicles. In no event shall this easement be amended without the prior written approval of the Owner of Unit CU-M.

(o) 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.

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 shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described, subject, however, to the rights of Owners to transfer Limited Common Elements as provided elsewhere in this Declaration. The appurtenant share in the Common Elements and Common Surplus, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. Notwithstanding the foregoing, nothing herein shall preclude an Owner from assigning, conveying or otherwise transferring a Limited Common Element to another Unit as provided elsewhere in this Declaration. 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.

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5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights

5.1 Percentage Ownership and Shares in Common Elements. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is as set forth on Exhibit "3" attached hereto, same having been determined based upon the total square footage of the applicable Unit in uniform relationship to the total square footage of each other Unit. Notwithstanding the percentage share of Common Expenses set forth on Exhibit "3" attached hereto, the Association may assess the costs for Communication Services equally among all Units.

5.2 Voting. Each Unit shall be entitled to one (1) 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. Amendments. 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 a majority of the voting interests of all Unit Owners. Unit Owners not present in person at the meeting considering the amendment may express their approval or disapproval in writing, provided that such approval or disapproval is delivered to the secretary at or prior to the meeting, however, such approval or disapproval may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

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 an affirmative vote representing a majority of all of the voting interests of all Unit Owners. The acquisition of property by the Association, the designation of a portion of Common Elements to be Limited Common Elements (as contemplated in Section 3.3(f) above), material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement, operation, repair and maintenance of approved exterior storm 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 any Institutional First Mortgagees or the Primary Institutional First Mortgagee without the consent of the aforesaid Institutional First Mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after

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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 Water Management District. No amendment may be adopted which would affect the surface water management and/or drainage systems, including environmental conservation areas, without the consent of the applicable water management district (the "District"). The District shall determine whether the amendment necessitates a modification of the current surface water management permit. If a modification is necessary, the District will advise the Association. The District has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Association.

6.5 By or Affecting 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: (i) to permit time-share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units); or (ii) to effect a Material Amendment which must be approved, if at all, in the manner set forth in Subsection 6.2 above. The unilateral amendment right set forth herein shall include, without limitation, the right to correct scrivener's errors. No amendment may be adopted (whether to this Declaration or any of the exhibits hereto) which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the prior written consent of the Developer in each instance.

6.6 Amendments affecting Commercial Units. Notwithstanding anything herein contained to the contrary, no amendment may be adopted to this Declaration, the Articles, the By-Laws or any rules and regulations governing the Condominium Property (other than an amendment adopted by the Developer alone pursuant to any reserved rights it may have under this or any other documents) which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Owners from time to time of a Commercial Unit, without the consent of four fifths of all voting interests in the Condominium.

6.7 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 amendment 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, wall-coverings, built-ins, interior nonstructural walls, the interior side of any 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. The foregoing obligation of a Unit Owner for maintenance, repairs and replacements shall not be excused under any circumstances, including, without limitation, in instances where the Unit is leased or rented, and the obligations of the Unit Owner shall extend to any maintenance, repairs and/or replacements necessitated by any of such Owners guests, tenants and invitees. Notwithstanding anything to the contrary, the Association shall be obligated to maintain, repair, replace and insure the following portions of Commercial Unit CU-M (the "Waterfront Maintenance Areas): the seawall, including seawall cap, the Riverwalk, all pavers, landscaping, utilities (except for utilities that are solely serving any vessels), light fixtures and waterproofing located thereon, and with all costs incurred to be deemed Common Expenses. In exercising its obligations to maintain, repair and replace the Waterfront Maintenance Areas, the Association shall first coordinate with the Owner of Commercial Unit CU-M, including, without limitation, providing reasonable advance notice, and otherwise take all reasonable steps to minimize interference with the Commercial Unit CU-M or any operations therefrom.

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 or portions thereof 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 Assessed 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 as a Charge. If, in order to effect repairs to the Common Elements, the Association removes, destroys and/or otherwise alters any floor, wall or ceiling coverings, or other items of personal property, then, in such instance, the Association shall only be obligated for the restoration of the Common Elements, without any obligation to restore the disrupted and/or altered floor, wall or ceiling coverings, or other items of personal property. Replacement of said items shall be the responsibility and obligation of the Unit Owner or tenant, as applicable.

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7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair any drywall or gypsum board within or surrounding a Unit, any air conditioning and heating equipment, plumbing or electrical feeds, water heaters (but excluding water pumps), appliances, fixtures, sliding glass doors (including all tracks and hardware), screens (whether on windows or doors), screened enclosures and screen doors serving the Unit, or other items of property which service a particular Unit or Units (to the exclusion of other Units), including, without limitation, any exterior storm shutters protecting doors or windows for a particular Unit, 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. Additionally, all work performed on any portion of the Condominium Property shall be in compliance with all applicable governmental building and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by plumbers or electricians duly licensed and qualified to perform such services in the State of Florida and, if applicable, in the County.

7.4 Project Quality Standard. Notwithstanding anything herein contained to the contrary, to the extent that the Condominium Association enters into a Brand Agreement, and if, in order to maintain the rights and licenses to use the Brand granted thereunder, the Condominium must meet or exceed specified maintenance and/or quality standards (the "Project Quality Standards"), then, in such event, any and all maintenance, improvements, additions, alterations and repairs of the Condominium Property, including, without limitation, the Common Elements (including the Limited Common Elements), shall be undertaken in such a manner as to maintain and be in accordance with all Project Quality Standards.

8. Additions, Improvements or Alterations by the Association. Except only as provided below to the contrary, 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 ten percent (10%) of the then applicable budget of the Association 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 an affirmative vote representing 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 ten percent (10%) of the then applicable budget of the Association 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. Notwithstanding anything herein contained to the contrary., to the extent that any additions, alterations or improvements are necessitated by, or result from, an Extraordinary Financial Event, then such additions, alterations or improvements may be made upon decision of the Board alone (without requiring any vote by Unit Owners and without regard to whether the additions, alterations or improvements will exceed the threshold amount set forth above.

Notwithstanding anything to the contrary, except as provided below with respect to the installation of EVCS, material alterations or substantial additions to the Common Elements, Limited Common Elements or to real property which is Association Property may be undertaken, without a vote of Unit Owners, provided that Board approval is first obtained. The foregoing, however, shall not negate the need for Unit Owner approval if Unit Owner approval is required in accordance with the initial paragraph of this Section 8. Notwithstanding the foregoing, the Condominium Association, by majority vote of the Board (and without requiring the consent of any Unit Owners and regardless of whether the cost exceeds the threshold set forth in the previous paragraph) may enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities, regardless of whether the lands or facilities are contiguous to the lands of the Condominium, if such lands and facilities are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners. Any rental, membership fees, operations, replacements, and other expenses incurred pursuant to any such agreements shall be Common Expenses and the Board may impose covenants and restrictions concerning their use. Additionally, the installation of one or more EVCS shall not be deemed to be a material alteration to the Common Elements and may be undertaken by the Board alone (as to Common EVCS), without a vote of Unit Owners, and whether or not the costs for installation and operation of same exceed the monetary threshold set forth in the first paragraph of this Section 8. The installation of Individual EVCS shall similarly not be deemed to be a material alteration of the Common Elements, and may be approved in the manner set forth in Section 9.3 below.

9. <u>Additions, Alterations or Improvements by Unit Owners.</u>

9.1 <u>Consent of the Board of Directors</u>. No Residential Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, any structural addition, alteration or improvement in or to his or her Residential Unit, the Common Elements or any Limited Common Element or any change to his or her Residential Unit which is visible from any other Unit, the Common Elements and/or the Association Property, without, in each instance, the prior written consent of the Board of Directors of the Association. Without limiting the generality of this Subsection 9.1, no Unit Owner shall cause or allow improvements or changes to his or her Unit, or to any Limited Common Elements, Common Elements or any property of the Condominium Association which does or could in any way affect, directly or indirectly, the structural, electrical, plumbing, Life Safety Systems, or mechanical systems or any landscaping or drainage, of any portion of the Condominium Property without first obtaining the written consent of the Board of the Association. The Board shall have the obligation to answer, in writing, any written request by a Residential 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, imposition of a review fee (which must be paid by the party submitting the request at the time of the submission), retaining approval rights of the contractor, or others, to perform the work, imposing conduct standards on all such workers, establishing permitted work hours and requiring the Residential Unit Owner to obtain insurance naming the Developer and the Association as additional named insureds. The proposed additions, alterations and improvements by the Residential 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 Unit Owner, and such Unit Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer, Developer's Affiliates, the Brand

Owner Parties and all other Unit Owners harmless from and to indemnify them against 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, Developer's Affiliates, the Association, the Brand Owner Parties 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, Developer's Affiliates, the Brand Owner Parties 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, Developer's Affiliates 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. Without limiting the generality of the foregoing, to the extent that the Condominium has been constructed with either a precast concrete system or post tensioned cables and/or reinforcing rods, then absolutely no penetration shall be made to any floor, roof or ceiling slabs without the prior written consent of the Board of Directors and review of the as-built plans and specifications for the Building The plans and specifications for the Building shall be maintained by the Association as part of its official records. To the extent that the Condominium has been constructed with a precast concrete system or post tensioned cables and/or reinforcing rods, each Unit Owner, by accepting a deed or otherwise acquiring title to a Unit shall be deemed to: (i) have assumed the risks associated with post tension construction, and (ii) agree that the penetration of any post tensioned cables and/or reinforcement rods may threaten the structural integrity of the Building. Each Owner hereby releases Developer, Developer's Affiliates, the Brand Owner Parties, its and their members, contractors, architects, engineers, and its and their officers, directors, shareholders, employees and agents from and against any and all liability that may result from penetration of any of the surfaces.

9.2 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, and/or to any other portion of the Condominium Property which may alter or impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No barrier including, but not limited to personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

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9.3 Individual Electric Vehicle Charging Station. Without limiting the generality of Section 9.1 above, any Unit Owner that wishes to install an EVCS within their Limited Common Element parking space, or on any wall immediately adjacent to their Limited Common Element parking space so that they may charge their personal vehicle when parked within the Limited Common Element parking space (an "Individual EVCS"), must seek and receive prior written approval from the Board, as provided in Section 9.1 above, and shall be subject to the following additional provisions:

(a) Any Individual EVCS shall only be approved to the extent that same meets all applicable health and safety standards and requirements imposed by Federal, State and local authorities and all other applicable zoning, land use or other ordinances, or land use permits or approvals;

(b) Approval of an Individual EVCS shall be conditioned upon the requesting Unit Owner's installation of a meter or submeter or other method to separately isolate the electricity consumed by the Individual EVCS and/or the use of same (with all such electricity costs to be the sole responsibility and burden of the Individual EVCS Owner; and

(c) No Individual EVCS will be approved if it includes multiple charging points.

9.4 Improvements, Additions or Alterations by Developer or Commercial Unit Owner. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 9 shall not apply to Developer-owned Units and/or Improvements made thereto, nor shall any rules, regulations or other conditions imposed upon improvements, additions or alterations be applicable to the Developer or any Commercial Unit. The Developer and each Commercial Unit Owner shall have the additional right, without the consent or approval of the Association, the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it or them and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, windows, doors, sliding glass doors, floors, ceilings and other structural portions of the Improvements and/or the installation of divider walls and/or signs). Further, Developer reserves the right, without the consent or approval of the Board of Directors or other Unit Owners, to 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 9.4 shall be adopted in accordance with Section 6 and Section 10 of this Declaration.

Additionally, a Commercial Unit Owner shall have the right, without the consent or approval of the Association, the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon its Commercial Unit and any Limited Common Elements appurtenant or adjacent thereto (including, without limitation, the removal of walls, floors, decorative ceilings and other structural portions of the Improvements, the installation of signage on or in their Units and/or on the exterior walls bounding same and/or the underside of any facades or balconies in proximity to the Unit (or its Limited Common Elements), to place furniture, tables, chairs and other furnishings and equipment on any sidewalks, patios and/or terraces appurtenant to the Unit and to generally take such other steps as the Commercial Unit Owner reasonably believes necessary to maximize the use of the Commercial Unit). The Commercial 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 or her 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 the date of installation or construction thereof.

10. Changes in Developer-Owned Units. Without limiting the generality of the provisions of Subsection 9.4 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, or portions thereof, 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 Subsection 6.5, 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 Subsection 6.2 above. Without limiting the generality of Subsection 6.5 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. The qualifications for serving as a Director shall be as set forth in the By-Laws and Articles of Incorporation.

The affairs of the Association shall be governed by a Board, consisting of three (3) directors. The size of the Board may be expanded in accordance with the terms of the By-Laws. 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 and any Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for pest control or other 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 or to a Unit or Units, including, without limitation, (but without obligation or duty) to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning and/or to maintain, repair, replace and/or operate Life Safety Systems. Unless the Association expressly assumes the obligation to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning, the obligation to put shutters on, and then remove shutters, Intended to protect individual Units shall be the sole obligation of the Unit Owner.

(b) The right to enter an abandoned Unit to inspect the Unit and adjoining Common Elements; to make repairs to the abandoned Unit or to the Common Elements serving the Unit, as needed; to repair the Unit if mold or deterioration is present; to turn on the utilities for the Unit; or to otherwise maintain, preserve or protect the Unit and adjoining Common Elements. Any expense incurred by the Association pursuant to this subparagraph is chargeable to the Unit Owner and enforceable as an Assessment.

(c) 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.

(d) 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 written request.

(e) The Association shall assume all of Developer's and/or Developer's Affiliates' and/or any predecessor to the Developer Developer's Affiliates', responsibilities: (i) under the Existing Encumbrances and/or (ii) to the City, County, and its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by the County, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer, Developer's Affiliates' and the Brand Owner Parties harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

(f) 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 reviewing and evaluating the submission of proposals, collection of Assessments and Charges, 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.

(g) 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 voting interests 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. The foregoing restriction shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.

(h) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and Association Property. Without limiting the generality of the foregoing, the Association shall have the authority to establish rules and procedures to address move-ins, including, without limitation, requiring pre-approval of move-in dates and times, limitations on permitted move-in times, and imposition of move-in fees, additional dumpster and/or trash removal fees, etc., as and to the extent permitted by law.

(i) 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 (including, without limitation, any of the Units) 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.

(j) The obligation to (i) operate and maintain the surface water management system in accordance with the permit issued by the District, (ii) carry out, maintain, and monitor any required wetland mitigation tasks, if any, and (iii) maintain copies of all permitting actions with regard to the District.

(k) Without creating an obligation, the power and right to program one or more elevator(s) in the Condominium in such a manner that the Owners of certain Units (the "VIP Units") utilizing the elevator(s) will be provided with uninterrupted non-stop access to and from the designated floor and/or the VIP Units (the "VIP Elevator Programming"). Any VIP Elevator Programming approved by the Board shall be made in favor of one or more VIP Units and shall be indicated in writing and such approval shall be placed in the Official Records of the Association. Once approved by the Board, the VIP Elevator Programming for a particular VIP Unit may not be revoked by the Board or a subsequent Board without the prior written consent of the Owner of the applicable VIP Unit. Each Owner, by acceptance of a deed or other interest in a Unit acknowledges and agrees that VIP Elevator Programming may result in longer elevator wait times and each Unit Owner agrees to release and hold harmless the Developer, the Association and the Owners of any VIP Units from any and all liability resulting from such delays. The VIP Elevator Programming may be temporarily ceased during any periods of elevator maintenance or during an emergency. Notwithstanding anything to the contrary, any Units located on floor 56 or higher of the Condominium shall be deemed a VIP Unit and shall have VIP Elevator Programming functionality at all times and the Association shall not interrupt the VIP Elevator Programming for such Units.

(l) Without creating any obligation to do so, the power and authority of the Board (by a majority vote, without requiring any vote of Unit Owners) to negotiate and enter into a Brand Agreement or Agreements. Said power shall include, without limitation, the right to negotiate the specific terms and conditions of such Brand Agreement or Agreements, including, without limitation, the names to be acquired, the rights to use such names, and/or the fees required for such uses.

(m) The power and authority (acting through the Board) to elect to subsidize operations from any food and/or beverage operation located within the Common Elements, if any. Without limiting the generality of the foregoing, the Board shall have the power and duty (acting alone) to contract with an outside vendor to provide food and beverage services to portions of the Common Elements;

(n) The duty and obligation to comply with any requirements of any law, rule, regulation, ordinance, code, project or agreement, relating to the installation, maintenance, repair, restoration, and/or replacing of the Riverwalk located upon or adjacent to (even if beyond the legal boundaries of) the Condominium Property. As and to the extent that any portion of the Riverwalk is located within Commercial Unit CU-M, the Association must coordinate any maintenance, repair and replacements with the Owner from time to time of Commercial Unit CU-M in order to minimize any interference with the use and operations of said Unit.

(o) The duties and obligations imposed upon the Developer and/or its affiliates and/or any predecessor to the Developer and/or its affiliates and/or binding upon the Condominium Property pursuant to the Existing Encumbrances (all of which are expressly assumed by the Association by its joinder in this Declaration).

(p) To the extent that the Owner of Commercial Unit CU-M (or any tenant or operation of any portion of Commercial Unit CU-M) seeks to obtain the rights to operate a marina or boat slip within the waterways adjacent to the Unit (including, without limitation, securing any submerged land leases or necessary permits or approvals), the Association shall fully cooperate with said Owner, including without limitation, signing any documents or other instruments.

(q) The power 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, and each mortgagee of a Unit 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.

(r) Without creating any obligation to do so, the power and authority of the Board (by a majority vote, without requiring any vote of Unit Owners) to negotiate and enter into an agreement or agreements to obtain use rights for spa/fitness memberships and/or beach club access and/or spa, fitness and other recreational activities and/or services from any facility located within Miami-Dade County, Florida. Said power shall include, without limitation, the right to negotiate the specific terms and conditions of such agreement (or agreements), including, without limitation, the services to be provided, the location of facilities and/or use and/or the amount of membership fees (including, without limitation, any required food and/or beverage minimums). In the event that Board secures any such agreement(s), all costs and liabilities thereunder shall be included as part of the Common Expenses.

(s) Without creating any obligation to do so, the power and authority of the Board (by a majority vote of the Board members, without requiring any vote of Unit Owners) to negotiate and enter into an agreement or agreements with the Owner or operator of Unit CU-M to obtain vessel dropoff and pick-up privileges from a portion of any marina rights appurtenant to Unit CU-M. Said power shall include, without limitation, the right to negotiate the specific terms and conditions of such agreement (or agreements), including, without limitation, the services to be provided and the costs to be paid to obtain such services. Nothing herein shall obligate the Owner of Unit CU-M to obtain marina rights and/or to enter into any agreement with the Association to allow vessel dropoff and/or pick-up privileges. In the event that Board secures any such agreement(s), all costs and liabilities thereunder shall be included as part of the Common Expenses.

(t) Without creating any obligation to do so, the power and authority of the Board (by a majority vote of Board members, without requiring any vote of Unit Owners) to negotiate and enter into an agreement or agreements to secure off-site parking privileges (whether valet, self-park or otherwise. Said power shall include, without limitation, the right to negotiate the specific terms and conditions of such agreement (or agreements), including, without limitation, the nature of parking rights, the term, costs, location, etc.. In the event that Board secures any such agreement(s), all costs and liabilities thereunder shall be included as part of the Common Expenses.

(u) 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 By-Laws, Chapters 607 and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.

(v) Those certain emergency powers granted pursuant to Section 718.1265, Florida Statutes.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration and the exhibits attached hereto, 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. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

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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 hereof. The Association also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms. Notwithstanding the foregoing, nothing contained herein shall relieve the Association of its duty of ordinary care, as established by the Act, in carrying out the powers and duties set forth herein, nor deprive Unit Owners of their right to sue the Association if it negligently or willfully causes damage to the Unit Owner's property during the performance of its duties hereunder. The limitations upon liability of the Association described in this Subsection 11.2 are subject to the provisions of Section 718.111(3) F.S.

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 or her 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, 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 of the Association, 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 Common Electric Vehicle Charging Stations. To the extent that the Condominium now or hereafter contains Electric Vehicle Charging Stations within the Common Elements for the benefit of undesignated Unit Owners (e.g., not an EVCS within, or solely for, an exclusively assigned Limited Common Element parking space) ("Common EVCS"), then the following provisions shall be applicable:

(a) The Board may adopt, from time to time, rules and regulations regarding the use of the Common EVCS, including, without limitation, rules and regulations regarding the reservation of access to the EVCS, the frequency of use, minimum and/or maximum usage rights, the costs for usage, permitted hours of use and the maintenance responsibilities attributable to usage.

(b) As a condition of use of the Common EVCS, any such user must maintain a liability coverage policy in the amount of one million dollars ($1,000,000), and shall name the Association as a named additional insured under the policy with a right of not less than ten (10) days' prior written notice of cancellation.

(c) Each Unit Owner using the Common EVCS shall be deemed to have agreed, for such Unit Owner, and such Unit Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer, Developer's Affiliates and all other Unit Owners harmless from and to indemnify them against any liability or damage to the Condominium and/or Association Property, and/or from damages to any persons or personal property resulting from, connected with, or relating to, directly or indirectly, the Unit Owner's use of the Common EVCS, or the use of the Common EVCS by such Unit Owner's tenant, guest, invitee or other person utilizing same by, through or under the Unit Owner.

(d) All costs of operation, maintenance, repair and replacement of the Common EVCS, other than utility consumption charges, shall be deemed to be Common Expenses.

(e) The Board shall have sole discretion whether to implement a pay per use method with regard to utility consumption costs incurred in connection with use of the Common EVCS. In the absence of such a pay per use policy, the utility consumption charges shall be Common Expenses. To the extent that utility consumption charges can be monitored on a per use basis, said charges shall be deemed a Limited Common Element and assessed to the Unit Owner utilizing same (whether such use is by the Unit Owner, or his or her guest, tenant or invitee) for the costs of such utility consumption measured and paid for in direct relation to the consumption identified. Such charges may be enforced and shall be collectible by the Association in the same manner as "Assessments" hereunder.

11.7 <u>Ownership</u>. At any time, including after the time that Developer turns over control of the Association to Unit Owners other than the Developer, the Developer may, at its option but in no event shall it be obligated to, convey, by quit claim deed, a Commercial Unit then owned by the Developer, to the Association. The Association shall hereby be deemed to have automatically accepted any such conveyance. From and after the conveyance of a Commercial Unit to the Association, the Association shall be responsible for any and all taxes and/or assessments attributable to such Commercial Unit and for the maintenance, insurance and administration of such Commercial Unit, and all expenses relating thereto shall be Common Expenses hereunder.

11.8 <u>Effect on Developer</u>. So long as Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken by the Association (subsequent to control thereof being assumed by Unit Owners other than the Developer) without the prior written approval of the Developer:

(a) Assessment of the Developer as a Unit Owner for capital improvements; or

(b) Any action by the Association that would be detrimental to the sales of Units by the Developer or the assignment of Limited Common Elements by

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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 of estimated revenues and expenses 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. Each Unit Owner, by acceptance of a deed or otherwise acquiring title to a Unit, agrees that any successful food and beverage operation and/or catering service operating from the Common Elements may require a subsidy or other financial concession to the food service provider. The Board, acting alone and without requiring the vote of any Unit Owners, may, as part of its budgeting process, determine, in its sole discretion whether to implement and/or adopt a subsidy or other concession, and that such determination shall, without limiting the generality of other provisions of this Declaration, be within the reasonable scope of authority of the Board. Notwithstanding anything herein contained to the contrary, the cost for the services under a bulk rate contract for Communications Services may be allocated on a per-Unit basis rather than a percentage basis, if so determined by the Board (provided, however, that the Board shall not change the method of allocation of costs relating to bulk Communications Services more frequently than annually). 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 by purchase at a foreclosure sale or by deed in lieu of foreclosure shall be liable for all Assessments coming due while he or she is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the grantee Owner. 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. Notwithstanding the foregoing, all Unit Owners shall be excused from the payment of Common Expenses, no Unit Owner shall be obligated for payment of Assessments, and no Assessment obligations shall accrue against any of the Units, until the date that Developer records a certificate (which certificate may be unilaterally recorded by the Developer) declaring the commencement of Assessments (the "Assessment Commencement Certificate"). From and after the date of the recording of the Assessment Commencement Certificate, the Unit Owners shall no longer be excused from the payment of Common Expenses.

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 an Assessment against each Owner and his or her 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, or for any other purpose where funds are not available from the regular periodic assessments.

(b) "Capital Improvement Assessments" shall mean and refer to an Assessment against each Owner and his or her 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.

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 ten percent (10%) of the then estimated operating budget of the Association, the Board must obtain approval of a majority of the voting interests represented at a meeting at which a quorum is attained. Notwithstanding anything to the contrary, any special assessment (i) resulting from an Extraordinary Financial Event or (ii) in the opinion of the Board, necessary for the Association to undertake required maintenance or repairs or replacements to the Condominium Property, may be adopted by the Board alone without requiring the vote or approval of Unit Owners and regardless of the amount.

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 the highest lawful rate 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 to secure the payment of Assessments. 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 a first mortgage of record, the lien is effective from and after the date of 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 and the name and address of the Association. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County. To be valid, the claim of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates, and the claim of lien must be executed and acknowledged by an officer or authorized agent of the Association. 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. The lien is not effective 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. The one (1) year period is extended for any length of time during which the Association

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is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Owner or any other person claiming an interest in the Unit. The claim of lien secures (whether or not stated therein) all unpaid Assessments, that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest and all reasonable costs and attorneys' fees incurred by the Association incident to the collection process. Upon payment in full, 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.

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 accelerate and declare immediately due and payable all installments of Assessments for the remainder of the fiscal year. In the event that the amount of such installments changes during the remainder of the fiscal year, 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.

If a Unit Owner is delinquent in paying a monetary obligation due to the Association, the Association may have the right to suspend the right of a Unit Owner or a Unit's occupant, licensee, or invitee to use certain Common Elements and/or deny the Unit Owner's voting rights, all as more particularly provided in Section 18.4 below.

If the Unit is occupied by a tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association. The tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy in the unit. The Association must provide the tenant a notice, by hand delivery or United States mail, in the form prescribed by the Act, if any. The Association must also mail written notice to the Unit Owner of the Association's demand that the tenant make payments to the Association. The Association shall, upon request, provide the tenant with written receipts for payments made. A tenant is immune from any claim by the landlord or Unit Owner related to the rent timely paid to the Association after the Association has made written demand. If the tenant paid rent to the landlord or Unit Owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within 14 days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Unit Owner until the Association releases the tenant or the tenant discontinues tenancy in the Unit. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the landlord in the amount of monies paid to the Association. The Association may issue notice under Section 83.56, F.S. and sue for eviction under SS. 83.59-83.625, F.S. as if the Association were a landlord under part II of Chapter 83 of the Florida Statutes if the tenant fails to pay a required payment to the

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Association after written demand has been made to the tenant. However, the Association is not otherwise considered a landlord under Chapter 83, F.S. and specifically has no obligations under S. 83.51, F.S. The tenant does not, by virtue of payment of monetary obligations to the Association, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association.

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 First Mortgagee. The liability of the holder of a first mortgage on a Unit (each, a "First Mortgagee"), or its successors or assigns, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments (or installments thereof) that became due before the First Mortgagee's acquisition of title is limited to the lesser of:

(a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(b) One percent (1%) of the original mortgage debt.

As to a Unit acquired by foreclosure, the limitations set forth in clauses (a) and (b) above shall not apply unless the First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however, is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

A 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.

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13.7 Developer's Liability for Assessments. Notwithstanding anything contained in this Declaration, the Articles or the By-Laws to the contrary, at the time of the recording of the Substantial Completion Certificate, Developer has the option (to be exercised by Developer in its sole and absolute discretion) to determine whether the provisions of this Section 13.7 shall be applicable by indicating as much in Section 25 below, if the Substantial Completion Certificate is attached hereto, or in the amendment to this Declaration recording the Substantial Completion Certificate. In the absence of any indication, the Developer shall be deemed to have selected not to have the provisions of this Section 13.7 be applicable. If not made applicable, then, like every other Unit Owner, Developer shall be obligated for the payment of Assessments on the Units owned by Developer at the applicable time. If indicated to be applicable, then, the following provisions shall apply:

During the period from the date of the recording of the Assessment Commencement Certificate until the earlier of the following dates (the "Guarantee Expiration Date"): (a) the last day of the sixth (6th) full calendar month following the recording of the Assessment Commencement Certificate, or (b) the date of the meeting of the Association's members at which majority control of the Board is to be transferred to Unit Owners other than the Developer ("Turnover") 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 amounts set forth on Exhibit "6" attached hereto; 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. After the Guarantee Expiration Date, the Developer shall have the option, in its sole discretion, of extending the guarantee for any number of one (1) month periods (but in no event shall the Guarantee Expiration Date ever be extended beyond the Turnover Date, and if a one month extension would go beyond the Turnover Date, same shall be extended only for the period of the one month period prior to the Turnover Date), or paying the share of Common Expenses and Assessments attributable to Units it then owns. Notwithstanding the above and as provided in Section 718.116(9)(a)(2) of the Act, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Unit Owners owning units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this Section, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the Guarantee Expiration Date (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(11)(a) of the Act.

13.8 Estoppel Statement. Within fifteen (15) days after receiving a written request therefor from a purchaser, Unit Owner or mortgagee of a Unit, the Association shall provide a certificate, signed by an officer or agent of the Association, stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his or her Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of such certificate.

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, and be due on the first day of each calendar month.

(Reserved for Clerk of Court)

13.10 Application of Payments. Any payments received by the Association from a delinquent Unit Owner must 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 is 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. Except as otherwise provided herein or required by the Act, all insurance policies described herein covering portions of the Condominium and Association Property shall be purchased by the Association and shall be issued either by an insurance company authorized to do business in Florida, or by a surplus lines carrier, reasonably acceptable to the Board, offering policies for Florida properties.

(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 named insureds. In addition, in the event the Condominium Association enters into a Brand Agreement, the Condominium Association shall cause the Brand Owner (and such other persons and/or parties as may be required by the Brand Agreement) to be named as 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 Association or to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Association or 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, moving and relocation expenses, lost rent expenses and living expenses and for any other risks not otherwise insured in accordance herewith. To the extent that a Unit Owner or other occupant of a Unit desires coverage for such excluded items, it shall be the sole responsibility of the Unit Owner and/or occupant to obtain, although every such policy obtained must comply with the provisions of Section 627.714, Florida Statutes (as it exists on the date of recordation of this Declaration).

14.2 Coverage. The Association shall use its best efforts to obtain and maintain insurance covering the following:

(a) Property. The Insured Property (as hereinafter defined) shall be insured in an amount not less than the replacement cost thereof as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months. The policy shall provide primary coverage for the following (the "Insured Property"): (i) all portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications, and (ii) all alterations or additions made to the Condominium Property or Association Property pursuant to Section 718.113(2), Florida Statutes. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, all personal property within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit. Such property and any insurance thereupon is the responsibility of the Unit Owner. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. When available at reasonable premiums (in the determination of the Board), extended coverages may also be obtained, including, without limitation, coverages against loss or damage by fire and other hazards covered by an "all-risks" endorsement or policy, 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, subject to this Declaration, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors, but with combined single limit liability of not less than $2,000,000 in the aggregate and $1,000,000 per occurrence, 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, in such amounts and under such terms and conditions as the Association deems appropriate in its sole and absolute discretion.

(c) Umbrella/Excess Insurance coverage as shall be required by the Board of Directors, but with combined single limit of not less than $15,000,000 per occurrence.

(d) Worker's Compensation and other mandatory insurance, when applicable.

(Reserved for Clerk of Court)

(e) Flood Insurance covering the Common Elements, Association Property and Units, but only if required by the Primary Institutional First Mortgagee, or if the Board so elects.

(f) Errors and Omissions. The Association shall obtain and maintain adequate liability, errors and omission coverage on behalf of each of the officers and directors of the Association.

(g) 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.

(h) 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.

(i) Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable and/or as may be required by any Brand Agreement.

When appropriate and obtainable (at a reasonable cost in the determination of the Board), 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) 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 property insurance policy obtained by the Association, if required to obtain FNMA/FHLMC approval of the Condominium (if such approval is sought), and if generally available, shall have the following endorsements: (a) agreed amount and inflation guard and (b) 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 property insurance or any renewal thereof, but in no event later than every thirty-six (36) months, the Board of Directors shall obtain an independent insurance appraisal from a fire insurance company, or other competent appraiser, of the replacement cost 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 (without regard for any limitations on borrowing contained in the Declaration, or any of its exhibits). Such policies may contain reasonable deductible provisions which shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained. The Board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the Board. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby ratifies and confirms any decisions made by the Association in this regard and recognizes and agrees that funds to cover the deductible must be provided from the general operating funds of the Association before the Association will be entitled to insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable deductible.

14.5 Share of Proceeds. The Association is hereby irrevocably appointed as an agent and attorney-in-fact for each and every Unit Owner, for each Institutional First Mortgagee and/or each owner of any other interest in the Condominium Property to adjust and settle any and all claims arising under any insurance policy purchased by the Association and to execute and deliver releases upon the payment of claims, if any. Nothing herein shall preclude the Board from designating an Insurance Trustee to assume the obligations of the Association for disbursement of insurance proceeds. The decision to engage or appoint an Insurance Trustee, or not to do so, lies solely with the Board. 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 Association. The duty of the Association 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:

(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 Subsection 14.5(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.

(Reserved for Clerk of Court)

(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 Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Expenses of the Trustee. All expenses of the Insurance Trustee (if any) 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 Subsection 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.

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, to the extent required under the Act, 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 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 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 pursuant to Subsection 14.5 above, will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses. Notwithstanding anything contained herein to the contrary, if required by the Primary Institutional First Mortgagee providing financing to the Developer for construction and/or development of the Condominium, such Primary Institutional First Mortgagee shall be appointed as the Insurance Trustee until the Developer is no longer indebted to the Primary Institutional First Mortgagee for construction and/or development of the Condominium.

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 paragraphs, 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 of the Association 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 Association and/or Insurance Trustee (if appointed), as applicable, 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 the Owner's share of such fund all mortgages and liens on his or her Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" or words of similar import are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Association holds, or 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 Association determines that, or 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 Responsibility for Repair. Any portion of the Condominium Property that must be insured by the Association against property loss which is damaged shall be reconstructed, repaired, or replaced as necessary by the Association as a Common Expense. All property insurance deductibles, uninsured losses, and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a Common Expense of the Condominium, except that:

(a) A Unit Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the Declaration or the Rules of the Association by a Unit Owner, the members of his or her family, Unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of the insurer.

(b) The provisions of subparagraph 15.3(a) also apply to the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as other property, whether real or personal, which the Unit Owners are required to insure.

(c) To the extent the cost of repair or reconstruction for which the Unit Owner is responsible under this Section is reimbursed to the Association by insurance proceeds, and the Association has collected the cost of such repair or reconstruction from the Unit Owner, the Association shall reimburse the Unit Owner without the waiver of any rights of subrogation.

(d) The Association is not obligated to pay for reconstruction or repairs of property losses as a Common Expense if the property losses were known or should have been known to a Unit Owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely filed.

(e) A Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board, however, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A Unit Owner must obtain all required governmental permits and approvals before commencing reconstruction. Unit Owners are responsible for the cost of reconstruction of any portions of the Condominium Property for which the Unit Owner is required to carry property insurance, and any such reconstruction work undertaken by the Association is chargeable to the Unit Owner and enforceable as an Assessment.

15.4 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 $500,000, 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 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 $500,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Subsection 15.4(a)(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 or her 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.

15.5 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.

15.6 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 or her 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 Unit 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. Notwithstanding the foregoing, nothing contained herein shall limit or abridge the remedies of Unit Owners provided in Sections 718.303 and 718.506, F.S.

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 any Brand Agreement, the Existing Encumbrances and the following provisions:

17.1 Occupancy. Each Residential Unit shall be used as a residence and/or home office only, except as otherwise herein expressly provided, all in accordance with, and only to the extent permitted by, applicable County, State and Federal codes, ordinances and regulations; provided, however, that Unit 6503 may be used as a residence, home office or any other use as permitted by applicable County, State and Federal codes, ordinances and regulations. Home office use of a Unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property. The provisions of this Subsection 17.1 shall not be applicable to Unit 6503 or any Units used by the Developer, which it has the authority to do without Unit Owner consent or approval, and without payment of consideration, for model apartments, guest suites, sales, re-sales and/or leasing offices and/or for the provision of management, construction, development, maintenance, repair and/or financial services. The Commercial Units and Unit 6503 may be used for any lawful purpose, and nothing in this Declaration shall preclude multiple uses from being made from a Commercial Unit or Unit 6503. Each Unit Owner understands and agrees that Commercial Unit CU-M shall have the exclusive right to operate a marina, slips, docking station or other operations along the waterway adjacent to the Condominium Property. The operation of same shall be within the sole discretion of the Owner of Commercial Unit CU-M and any and all revenues derived from such operations shall accrue solely to the benefit of the Owner of Commercial Unit CU-M.

Notwithstanding anything to the contrary, the Association shall not adopt any rule, regulation, procedure or other policy that will limit the number of guests that a Commercial Unit Owner may have at any time and/or limit the Commercial Unit Owner or its guests from utilizing the Common Elements.

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

17.3 Pet Restrictions. Domesticated pets may be maintained in a Unit provided that such pets are: (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies, terraces, patios and/or in lanai areas, (c) generally, not a nuisance to residents of other Units or of neighboring buildings and (d) not a breed prohibited by applicable law or considered to be dangerous or a nuisance by the Board of Directors (in its sole and absolute discretion); provided that neither the Developer, Developer's Affiliates, the Brand Owner Parties, the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Developer, Developer's Affiliates, the Brand Owner Parties, the Board of Directors, each Unit Owner and the Association in such regard. Pets 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. Each Owner, or other person with a pet on the Condominium Property shall be responsible for picking up and properly disposing of all excrements. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefor. Without limiting the generality of Section 18 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 to require any pet to be permanently removed from the Condominium Property. Nothing herein shall prohibit the Commercial Unit Owners or guests, patrons or invitees of any Commercial Unit from bringing their pets with them when patronizing a Commercial Unit, any tenant of any portion of a Commercial Unit, or any operation from a Commercial Unit (to the extent permitted by the Commercial Unit Owner, or its tenant).

17.4 Alterations. Without limiting the generality of Subsection 9.1 hereof, but subject to Section 11 hereof, no Residential Unit Owner shall cause or allow improvements or physical or structural changes to any Residential Unit, Limited Common Elements appurtenant thereto, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing or altering any electrical wiring or plumbing systems, installing television antennae, satellite dishes, electronic devices, transmitting and/or receiving equipment, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building or the exterior of said Residential Unit, without obtaining the prior written consent of the Association (in the manner specified in Subsection 9.1 hereof) and otherwise complying with all requirements of applicable law. Notwithstanding the provisions of Subsection 9.1 above, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than $4^1/_2$ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

Curtains, blinds, shutters, levelors, or draperies (or linings thereof) which face (or are otherwise exposed to) the exterior windows or glass doors of Residential Units shall be white or off-white in color and otherwise consistent with the overall appearance and aesthetic of the Building and shall be subject to disapproval by the Association, in which case they shall be removed and replaced by the Residential Unit Owner, at such Owner's sole cost, with items acceptable to the Association.

The foregoing shall specifically not apply to the Owners from time to time of the Commercial Units. Specifically, the Owners of the Commercial Units are expressly permitted (without requiring consent from the Association or any Unit Owner or any other party, other than applicable governmental authorities to the extent that prior approval from them is required), to install on the exterior walls of such Owner's Commercial Unit and any Limited Common Element or Common Element balconies, terraces, patios, lanais, decks or other areas appurtenant thereto such signage, mechanical equipment, furniture, antennas, dishes, receiving, transmitting, monitoring and/or other equipment thereon as it may desire and may further make any alterations or improvements, in the Commercial Unit Owner's sole discretion, to its Commercial Unit, Limited Common Elements or Common Elements adjacent to its Commercial Unit. Any improvements and/or alterations made by a Commercial Unit Owner, must however comply with all applicable governmental codes, ordinances and/or regulations.

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 primarily for ingress and egress, and as such may be constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells. Similarly, the garage and utility pipes serving the Condominium are intended primarily for functional purposes, and as such may be left unfinished without regard to the aesthetic appearance of same. Additionally, the Association shall have the right to establish rules and regulations regarding the use and hours of operation of the recreational amenities serving the Condominium, including, without limitation, the pool, at which, nighttime swimming may be restricted.

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, including, without limitation, activities or businesses conducted from a Commercial Unit, shall be deemed a nuisance, regardless of any noises and/or odors emanating therefrom (except, however, to the extent that such odors and/or noises exceed limits permitted by applicable law, including without limitation, activities or businesses conducted from the Common Elements. Each Unit Owner, by acceptance of a deed or otherwise acquiring title to a Unit shall be deemed to understand and agree that if (without creating any obligation) catering and/or other food and beverage service operations are operated from the Common Elements and/or a Commercial Unit, such operations may result in the creation of noises, odors and/or other disturbances which may affect portions of the Condominium Property.

Each Unit Owner, by acceptance of a deed or otherwise acquiring title to a Unit shall be deemed to understand and agree that if (without creating any obligation) catering services, and/or other food and beverage service operations are operated from the Common Elements and/or a Commercial Unit, such operations may result in the creation of noises, odors and other disturbances which may affect all portions of the Condominium Property. Accordingly, each Owner agrees (1) that such noises and/or odors and/or other disturbances shall not be deemed a nuisance hereunder, (2) that neither the Developer, any Commercial Unit Owner, Developer's Affiliates, the Association, nor any tenant and/or operator from a Commercial Unit and/or Common Elements shall be liable for the emanation of such noises, odors, disturbances and/or any damages resulting therefrom, and (3) to have released Developer, any Commercial Unit Owner, Developer's Affiliates, the Association, and any tenant and/or operator from the Common Elements from any and all liability resulting from same. Inasmuch as a Commercial Unit may attract customers, patrons and/or guests who are not members of the Association, such additional traffic over and upon the Common Elements shall not be deemed a nuisance hereunder. Additionally, inasmuch as the Riverwalk is intended to be available for access and use by the general public, such use shall not be deemed a nuisance hereunder.

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 Subsection 17.7. No activity specifically permitted by this Declaration, including without limitation, activities or businesses conducted from the Common Elements and/or a Commercial Unit, shall be deemed to be a violation of this Subsection 17.7.

17.8 Leases. No portion of a Residential Unit (other than an entire Residential Unit) may be rented. Leasing of Residential Units shall be subject to the prior written approval of the Association (and the Association may (but shall not be obligated to) require background checks and credit reports for all prospective tenants). Each lease shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-Laws, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. An Owner shall have no right to lease his/her/its Unit if, at the commencement of the lease, the Owner is delinquent in the payment of Assessments to the Association or has an outstanding fine. Except only as provided below, no lease of a Residential Unit shall be for a period of less than three (3) months and no Unit may be leased more than four (4) times during any calendar year. Residential Units 304, 404, 504, 604, 704, 804, 904, 1004, 1104, 1204 and 1404 are the "Exempt Units" and no lease of an Exempt Unit shall be for a period of less than seven (7) days.

For purposes hereof, a Unit shall be deemed to be rented (and must comply with the provisions hereof, including, without limitation, the minimum lease term and maximum number of leases provisions) if: (i) the occupant of the Unit pays any compensation to the Unit Owner (or his/her/its agent or designee) for the use of the Unit or if the Unit Owner (or his/her/its agent or designee) receives any compensation for allowing the occupancy; or (ii) the occupant is procured, directly or indirectly, through any type of general solicitation, broker, agent, internet service or application and/or home share service (e.g., VRBO, HomeAway, airbnb, etc.). The Association shall have the right to establish rules and regulations to best implement the provisions hereof. There shall be a rebuttable presumption that a person occupying a Unit without the Unit Owner (or designated primary occupant of a Unit owned by an entity) and who is not a family member and/or domestic partner of the Unit Owner (or designated primary occupant) shall be deemed to be renting the Unit.

Every lease of a Residential Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that (a) 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), with the terms and provisions of any Brand Agreement and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same), and (b) the Association shall have the right to terminate the lease or restrict the tenant's use of the Common Elements upon default by the tenant in observing any of the provisions of this Declaration (and all Exhibits hereto), the Articles of Incorporation or By-Laws, or other applicable provisions of any agreement, document or instrument governing the Condominium Property or administered by the Association. The Residential Unit Owner will be jointly and severally liable with the tenant of

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its Unit 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 such tenant (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, it being understood that special Charges 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. The Association may charge a fee in connection with the approval of any lease, sublease or other transfer of a Residential Unit requiring approval, provided, however, that such fee may not exceed $100.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant, and provided further, that if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. If so required by the Association, a tenant wishing to lease a Residential Unit 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 any such deposit will be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

When a Residential Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Residential Unit Owner, and the Owner of the leased Residential Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Residential 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 Residential Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

The lease of a Unit for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. A Unit Owner leasing his or her Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer, Developer's Affiliates, the Brand Owner Parties and all other Unit Owners harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Unit Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida, the County or the City with respect to rental payments or other charges under the lease, and such Unit Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

17.9 Individual EVCS. To the extent that a Limited Common Element parking space now or hereafter has an Individual EVCS installed therein, or adjacent thereto to serve a specific Limited Common Element parking space, the following provisions shall be applicable:

(a) The Owner of the Unit to which the Limited Common Element parking space benefitted by the Individual EVCS is appurtenant (the "Individual EVCS Owner") shall, at its sole cost and expense, be responsible for any and all maintenance, repair and replacement of the charging station until it has been removed and for the restoration of the common area after removal;

(b) The Individual EVCS Owner shall, at its sole cost and expense, be responsible for any and all costs for damage to the Individual EVCS, Common Elements and/or Limited Common Elements resulting from, connected with, or relating to, directly or indirectly, the installation, maintenance, repair, removal or replacement of the Individual EVCS;

(c) The Individual EVCS Owner shall be deemed to have agreed, for such Unit Owner, and such Unit Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer, Developer's Affiliates and all other Unit Owners harmless from and to indemnify them against any liability or damage to the Condominium and/or Association Property, and/or from damages to any persons or personal property resulting from, connected with, or relating to, directly or indirectly, the Unit Owner's use of the Individual EVCS, or the use of the Individual EVCS by such Unit Owner's tenant, guest, invitee or other person utilizing same by, through or under the Unit Owner; and

(d) Without limiting any other provision of this Declaration, the Individual EVCS Owner shall be responsible for all costs of electricity associated with, or consumed from, the Individual EVCS.

17.10 Weight, Sound and other Restrictions. Unless installed by the Developer or meeting the sound insulation specifications and color requirements (with respect to floor coverings on balconies, terraces, roof decks, patios and/or lanais) established from time to time by the Board (as confirmed by the Board's required approval of the specific installation, if any), hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will not be permitted in Units. Even once approved by the Board, the installation of insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and same must be installed prior to the Unit being occupied. Without limiting the generality of the foregoing, without first obtaining the prior written approval of the Board (which may be withheld in its sole and absolute discretion), no floor coverings may be installed on any balcony, terrace, roof deck, patio, lanai and/or Limited Common Element Elevator Vestibule. Chipping, grinding and/or bushing of the concrete slab is expressly prohibited. Prior to the installation of any floor coverings (and insulation and adhesive material therefor) on any balcony, terrace, roof deck, patio and/or lanai, the balcony concrete must first be waterproofed. Additionally, the floor coverings (and insulation and adhesive material therefor) installed on any balcony, terrace, roof deck, patio and/or lanai (i) shall not exceed a thickness that will result in the finish level of the balconies, terraces, roof decks, patios and/or lanais being above the bottom of the scuppers or would result in the rails being below the required height (as established by the applicable building code), (ii) must be installed so as to eliminate the possibility of effervescence, and (iii) must be installed with an edge stop or angle stop (or equivalent) at the inside of the balcony railing. 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. All areas within a Unit, unless containing floor coverings installed by the Developer or to receive floor covering meeting the sound insulation specifications established from time to time by the Board, are to receive sound absorbent, less dense floor coverings, such as carpeting. The Board will have the right to specify the exact material to be used on balconies, terraces,

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roof decks, patios and/or lanais, and no floor coverings may be installed on a balcony, terrace or roof deck which would interfere with or block weep holes or exceed the height of sliding glass door tracks or otherwise compromise the waterproofing systems of the Building, including without limitation, any caulkings and/or coatings. The Board shall have the right to specify the exact material to be used on balconies, terraces, roof decks, patios and/or lanais. 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. In that regard, no Unit Owner shall install floor covering on any balcony, patio, terrace, roof deck and/or lanai in a manner that would compromise the roofing materials and/or waterproofing membranes of the Building or void any existing vendor warranties. To the extent that any portion of a Unit is used for personal fitness, playing of live music, as recording studio or any other use which creates noises that are in excess of those associated with typical residential living, then the Unit Owner shall be required to install additional soundproofing and insulation to reduce the additional noises created by such uses. Unit 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 Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a multi-story 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 shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.**

17.11 Mitigation of Dampness and Humidity. No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture and/or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board, masonry block or concrete wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the Unit's air conditioning system to maintain the Unit's temperature, whether or not occupied, at 78°F or less, to minimize humidity in the Unit. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that neither Developer nor any of Developer's third party consultants, including without limitation, Developer's architect, shall be responsible, and hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. While the foregoing are intended to minimize the potential development of mold, fungi, mildew and other mycotoxins, each Unit Owner understands and agrees that there is no method for completely eliminating the development of mold or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of mold or mycotoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in Subsection 11.1(a) above, in the event

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that the Association reasonably believes that the provisions of this Subsection 17.11 are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Unit Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Unit Owner to the Association, with all such costs to be deemed Charges hereunder). Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, holds the Developer, Developer's Affiliates, the Brand Owner Parties, Developer's third party consultants, including without limitation, Developer's architect, harmless and agrees to indemnify the Developer and all such other parties from and against any and all claims made by the Unit Owner and/or the Unit Owner's guests, tenants and invitees on account of any illness, allergic reactions, personal injury and death to such persons and to any pets of such persons, including all expenses and costs associated with such claims including, without limitation, inconvenience, relocation and moving expenses, lost time, lost earning power, hotel and other accommodation expenses for room and board, and all attorneys' fees and other legal and associated expenses through and including all appellate proceedings, with respect to all matters mentioned in this Subsection 17.11.

17.12 Exterior Improvements. Without limiting the generality of Subsections 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, lanais or windows of the Building (including, but not limited to, awnings, signs, storm shutters, satellite dishes, screens, window tinting, lighting fixtures, furniture, fixtures and equipment), change the appearance, whether by paint or otherwise, of any exterior wall or balcony face, change and/or modify the exterior wall system and/or any handrails or balcony walls or railings, without the prior written consent of the Association. Unit Owners may also attach a religious object on the mantel or frame of the Unit Owner's door not to exceed 3 inches wide, 6 inches high and 1.5 inches deep.

17.13 Helipad. The Common Elements are intended to include, without creating any obligation, a helipad. If constructed, use and operation of the helipad are conditioned upon obtaining FAA and other governmental approvals. Approval has not yet been obtained. No assurance can be given about whether the approvals can be obtained, and/or if so, the timing of same. To the extent that the helipad is able to be lawfully used, the Association shall establish rules and regulation regarding use, and all Owners understand and agree that there are noises and disturbances that may be a source of annoyance to occupants of Units or which may interfere with the peaceful possession of the Condominium and/or Association Property by its residents, occupants or members. Neither the Developer, nor any of Developer's Affiliates shall be liable for any inability to obtain permits or approvals for operation of the helipad or disturbances resulting from operation (if permits and approvals are obtained) and each Owner shall be deemed to have released Developer and Developer's Affiliates from any and all liability resulting from same.

17.14 Signs. Notwithstanding anything to the contrary in this Declaration, the Owners of the Commercial Units may, subject to the limitations of applicable law, affix or attach lighted or unlighted signs on the exterior walls, doors, adjacent balconies, terraces, patios and/or lanais and/or windows of the Building, (whether same are a part of the Unit, the Limited Common Elements, or the Common Elements) adjacent to the Owner's Commercial Unit, or to the windows of the Commercial Unit, without receiving the consent of the Association, the Board or any other party (other than any applicable governmental authority to the extent that prior approval from them is required by applicable governmental codes, ordinances and/or regulations). Notwithstanding anything herein contained to the contrary, the provisions of this Subsection 17.14 shall not be amended without the affirmative vote of Unit Owners holding not less than four fifths of all voting interests in the Condominium.

17.15 Association Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated in Subsection 11.1(a) hereof, it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units (or to otherwise make access available) to the Association for use in the performance of its functions. No Unit Owner shall change the locks to his or her Unit (or otherwise preclude access by the Association) without so notifying the Association and delivering to the Association a new set of keys(or otherwise affording access) to such Unit.

17.16 Exterior Storm Shutters. The Board of Directors shall, from time to time, establish exterior storm shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for exterior storm shutters. Subject to the provisions of Subsection 9.1 above, the Association shall approve the installation or replacement of exterior storm shutters conforming with the Board's specifications. The Board may, with the approval of a majority of the voting interests in the Condominium, install exterior storm shutters, impact glass, code-compliant windows or doors, or other types of code-compliant storm protection that comply with or exceed the applicable building code and thereafter shall (without requiring approval of the membership) maintain, repair or replace such approved shutters, impact glass, code-compliant windows or doors, or other types of code-compliant storm protection, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if storm protection, laminated glass or window film, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, that complies with or exceeds the current applicable building code has been previously installed, the Board may not install exterior storm shutters, impact glass, code-compliant windows or doors or other types of code-compliant storm protection except upon approval by a majority of all voting interests. 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 or her Unit prior to departure by designating a responsible firm or individual to care for the 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.

To the extent that Developer provides exterior storm shutters for any portions of the Building (which it is not obligated to do) or if the Association obtains exterior storm shutters for any portion of the Condominium Property, the Association (as to shutters for the Common Elements) and the Unit Owners (as to shutters covering doors or windows to a Unit) shall be solely responsible for the installation of such exterior storm shutters from time to time and the costs incurred by the Association (as to installation of shutters for the Common Elements) shall be deemed a part of the Common Expenses of the Condominium that are included in the Assessments payable by Unit Owners. The obligations of the Association assumed hereby shall include, without limitation, development of appropriate plans to allow for the timely installation of the shutters for the Common Elements, and all obligations with respect to the repair, replacement and/or upgrade of the shutters for the Common Elements. Developer shall have no obligations with respect to the installation of the shutters, and/or for the repair, replacement and/or upgrade of the shutters. Nothing herein shall obligate the Association to install shutters protecting individual units, nor to open or close same as a storm is approaching, or after it passes.

17.17 Recorded Agreements; Development Approvals. The use of the Units, the Condominium Property and the Association Property shall at all times comply with all conditions and/or limitations imposed in connection with the approvals and permits issued by the City for the development of the Improvements, and all restrictions, covenants, conditions, limitations, agreements, reservations and easement now or hereafter recorded in the public records, including, without limitation, the Existing Encumbrances.

17.18 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, as determined by the Association in its sole discretion.

17.19 Effect on Developer and Commercial Unit Owners. 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, sales, re-sales, leasing and other marketing and financing activities, which activities the Developer can perform without the prior consent of the Unit Owners. Further, notwithstanding anything herein contained to the contrary, the provisions of this Section 17 shall not be amended, altered or modified in any manner affecting the Commercial Units, without the prior consent of four fifths of all voting interests.

17.20 Project Quality Standard. Notwithstanding anything to the contrary herein, to the extent that the Condominium Association enters into a Brand Agreement, and if, in order to maintain the licenses granted thereunder, the Condominium must meet or exceed the Project Quality Standard, then, in such event, any and all maintenance of the Condominium Property, including without limitation, the Units and Common Elements, shall be undertaken (by the Unit Owners and/or Association, as applicable) in such manner as to maintain the Project Quality Standard.

17.21 Vacation Club Prohibition. Neither the Unit Owner nor the Association shall, without the prior written consent of the Brand Owner, which consent may be given or withheld in the Brand Owner's sole discretion, permit any Unit to be used as, or as part of, a Vacation Club Product. Vacation Club Product shall mean timeshare, fractional, interval, vacation club, destination club, vacation membership, private membership club, private residence club, equity plan, non equity plan, and points club products, programs, services, and plans and shall be broadly construed to include other forms of similar products, programs, services or plans wherein purchasers acquire an ownership interest, use right or other entitlement to use certain determinable accommodations, rooms, condominium units, apartments, cooperative units, single family homes, cabanas, cottages, or attached or free standing townhomes and villas, and associated facilities on a periodic basis and pay for such ownership interest, use right or other entitlement in advance. The term "Vacation Club Product" shall not include any whole ownership units.

18. Compliance and Default. The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner is governed by and must 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:

18.1 Mandatory Nonbinding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for nonbinding arbitration and pay the arbitration fee required by Section 718.1255(4)(a), Florida Statutes. 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 reasonable 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.

18.2 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 the Owner's negligence or by that of any member of the Owner's family or the Owner's guests, employees, agents, invitees 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 (in accordance with and as and to the extent permitted by, the provisions of Subsection 18.3 below), 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 Subsection 18.2 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 or her 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.

18.3 Fines. In addition to any and all other remedies available to 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 By-Laws or Rules and Regulations of the Association, 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 written 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, By-Laws or 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 a committee of other Unit Owners, who are neither Board members nor persons residing in a Board member's household, 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. If the committee does not agree with the fine, the fine may not be levied.

(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. At the time of the recordation of this Declaration, the Act provides that no fine may exceed $100.00 per violation, or $1,000.00 in the aggregate.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

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

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the

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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.

(h) Proviso. Notwithstanding the foregoing, the notice and hearing requirements of this subsection do not apply to the imposition of fines against a Unit Owner or a Unit's occupant, licensee, or invitee because of failing to pay any amounts due the Association. If such a fine is imposed, the Association must levy the fine or impose a reasonable suspension at a properly noticed Board meeting, and after the imposition of such fine or suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.

18.4 Suspension. An Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest or invitee, to use the Common Elements, common facilities, or any other Association Property for failure to comply with any provision of the Declaration, the By-Laws or reasonable rules of the Association. A suspension may not be imposed unless the Association first provides at least 14 days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other Unit Owners who are neither Board members nor persons residing in a Board member's household. If the committee does not agree, the suspension may not be imposed. If a Unit Owner is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the right of a Unit Owner or a Unit's occupant, licensee, or invitee to use Common Elements, common facilities, or any other Association Property until the monetary obligation is paid. This subsection does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. The notice and hearing requirements set forth above do not apply to suspensions imposed under this subsection. Any suspension imposed pursuant to this subsection must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee or invitee by mail or hand delivery.

The Association may suspend the voting rights of a Member due to nonpayment of any monetary obligation due to the Association which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association. The notice and hearing requirements set forth above do not apply to suspensions imposed under this subsection. Any suspension imposed pursuant to this subsection must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee or invitee by mail or hand delivery.

18.5 Waiver of Jury Trial. TO THE MAXIMUM EXTENT LAWFUL, THE ASSOCIATION AND EACH UNIT OWNER AGREE THAT NEITHER A UNIT OWNER, THE ASSOCIATION NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF A UNIT OWNER OR THE ASSOCIATION (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDINGS, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THE DECLARATION, ANY EXHIBITS ATTACHED HERETO, THE ACT OR ANY ACTIONS, DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED.

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19. **Termination of Condominium**. The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (b) terminated pursuant to a Plan of Termination (as defined in the Act) in accordance with Section 718.117, Florida Statutes. Institutional mortgage holders are not included in the voting interests of the Condominium with respect to voting on a Plan of Termination. In the event such withdrawal is authorized as aforesaid, and provided that the Board first notifies the Division of an intended withdrawal, the Condominium regime shall be terminated in accordance with the terms of a Plan of Termination complying with the provisions of Section 718.117, Florida Statutes. This Section may not be amended without the consent of the Developer as long as it owns any Unit and is offering same for sale in the ordinary course of business.

20. **Additional Rights of Mortgagees and Others.**

20.1 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.

20.2 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) increases in assessments by more than 25% over the previous assessment amount, assessment liens or the priority of assessment liens; (c) reductions in 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) hazard or fidelity insurance requirements; (j) imposition of restrictions on 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. In accordance with Section 718.110(11), Florida Statutes, any consent required of a mortgagee may not be unreasonably withheld.

20.3 Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have 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; and

(d) any proposed action which requires the consent of a specified number of mortgage holders.

20.4 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.

21. 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 the 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, the Articles, By-Laws and applicable rules and regulations of the Association, all 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.

22. Disclaimer of Warranties. Except only for those warranties provided in Section 718.203, Florida Statutes (and then only to the extent applicable and not yet expired), to the maximum extent lawful Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, ventilation, exhaust, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute (other than those imposed by Section 718.203, Florida Statutes, and then only to the extent applicable and not yet expired) and all other express and implied warranties of any kind or character. Developer has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting a deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit and the Condominium. The Unit Owner has not received nor relied on any warranties and/or representations from Developer of any kind, other than as expressly provided herein.

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages (which include, without limitation, claims for inconvenience, relocation and moving expenses, lost time, lost earning power, lost rent, hotel and other accommodation expenses for room and board) are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

All Unit Owners, by virtue of their 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. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a tenant thereof.

Additionally, properties in South Florida are subject to tropical conditions, which may include quick, heavy rain storms, high blustery winds, hurricanes and/or flooding. These conditions may be extreme, creating sometimes unpleasant or uncomfortable conditions or even unsafe conditions, and can be expected to be more extreme at properties like the Condominium. At certain times, the conditions may be such where use and enjoyment of outdoor amenities such as the pool or pool deck and/or other temporary structures may be unsafe and/or not comfortable or recommended. These conditions are to be expected at properties near the water. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks, conditions and liabilities associated with these conditions and to have released and indemnified Developer, Developer's Affiliates, the Brand Owner Parties and the Developer's third party consultants, including without limitation, the Developer's architect, from and against any and all liability or claims resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, inconvenience and/or personal injury and death to or suffered by a Unit Owner, its family members and/or its or their guests, tenants and invitees and to any pets of persons aforementioned in this sentence (and any other person or any pets). Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that neither Developer, Developer's Affiliates, the Brand Owner Parties nor the Developer's third party consultants, including without limitation, the Developer's architect, shall be responsible for any of the conditions described above, and Developer hereby disclaims any responsibility for same which may be experienced by any Owner, its pets, its family members and/or its or their guests, tenants and invitees.

Further, given the climate and humid conditions in South Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit and/or the Condominium Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Developer, Developer's Affiliates, the Brand Owner Parties and the Developer's third party consultants, including without limitation, the Developer's architect, from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that neither Developer, Developer's Affiliates, the Brand Owner Parties nor any of Developer's third party consultants, including without limitation, Developer's architect, shall be responsible, and the Developer hereby disclaims any responsibility for any illness or allergic reactions, personal injury or death which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and to any pets of persons aforementioned in this sentence, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

Each Owner understands and agrees that for some time in the future, it, and its guests, tenants and invitees may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and as a result Owner and its guests, tenants and invitees may be impeded in using portions of the Condominium Property by that activity. Because the Condominium is located in an urban area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. Therefore, each Owner, for itself, its successors and assigns, agrees to release Developer, Developer's Affiliates and the Brand Owner Parties from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Developer, Developer's Affiliates or the Brand Owner Parties related to Views or the disruption, noise, commotion, and other unpleasant effects of nearby development or construction. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter.

Additionally, inasmuch as the Commercial Units and Riverwalk are open to the general public, and/or may attract patrons and/or guests who are not members of the Condominium Association, such additional traffic over and upon the Common Elements and/or in or around the Condominium Property, shall not be deemed a nuisance.

Further, each Unit Owner, for itself, it's guests, tenants and invitees, acknowledges and agrees that a portion of the Common Element (or Limited Common Element) parking facilities is constructed as an in-ground below-grade garage (the "In-Ground Garage"). Accordingly, the In-Ground Garage (i) will likely produce moisture and condensation on the surface areas of the In-Ground Garage and any objects contained therein that would not exist if the In-Ground Garage were constructed above-grade, (ii) is susceptible to leaks through the slabs, concrete or sheet pile walls, and (iii) is subject to damages from flooding or from excessive exposure to moisture. By acquiring title to, or taking possession of, a Unit, or accepting the assignment of a parking space in the In-Ground Garage, each Owner, for such Owner and the Owner's tenants, guests and invitees, and its and/or their successors and assigns, hereby expressly assumes any responsibility for loss, damage or liability resulting therefrom and waives any and all liability of the Association, Developer, Developer's Affiliates and the Developer's third party consultants, including without limitation, the Developer's architect, resulting from such conditions.

Lastly, each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of Improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Section 22, Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty. Notwithstanding the foregoing, the Developer shall not be excused from any liability under, or compliance with, the provisions of Section 718.506, Florida Statutes.

23. Water Management District Issues. The following provisions are set forth in satisfaction of the requirements of the District:

23.1 Except only as limited in this Declaration, the Articles, By-Laws or the Act, the Association shall have all of the powers set forth in Chapters 617 and 718, Florida Statutes, and shall expressly, have the following powers: (a) to own and convey property; (b) to operate and maintain Common Elements, including the surface water management system as permitted by the District including all lakes, retention areas, culverts and related appurtenances; (c) to establish rules and regulations; (d) to assess members and enforce said Assessments; (e) to sue and be sued; and (f) to contract for services (if the Association contemplates employing a maintenance company) to provide services for operation and maintenance.

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23.2 As and to the extent set forth herein and in the Articles, each Owner shall be a member of the Association.

23.3 Notwithstanding anything to the contrary set forth in this Declaration, the Articles, or By-Laws, if the Association is dissolved, the property consisting of the surface water management system will be conveyed to an appropriate agency of local government, provided, however, that if such conveyance is not accepted, the surface water management system will be conveyed to a similar non-profit corporation.

23.4 The surface water management system serving the Condominium (to the extent contained within the Condominium Property) shall be deemed part of the Common Elements, and as such, the Association is responsible for the operation and maintenance of the surface water management system serving the Condominium (to the extent contained within the Condominium Property).

23.5 The Common Expenses shall include any and all costs for the operation, maintenance and, if necessary, replacement of the surface water management system and the costs for same shall be Assessed against all Unit Owners.

23.6 Any amendment to this Declaration, the Articles or By-Laws which would affect the surface water management system, conservation areas or water management portions of the Common Elements will be submitted to the District for a determination of whether the amendment necessitates a modification of the existing permit for the surface water management system (the "Permit").

23.7 As set forth in Section 21, 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.

23.8 If wetland mitigation or monitoring is required, the Association shall be responsible to carry out such obligations successfully, including, without limitation, meeting all Permit conditions associated with wetland mitigation, maintenance and monitoring.

23.9 Copies of the Permit and any future permit actions shall be maintained by the Association's registered agent for the Association's benefit.

23.10 The District has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas, if any, under the responsibility or control of the Association.

24. Additional Provisions.

24.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by either hand delivery, recognized overnight courier service or 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 either hand delivery, recognized overnight courier service or first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by either hand delivery, recognized overnight courier service or 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.

24.2 Interpretation. Except where otherwise provided herein, 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.

24.3 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.

24.4 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.

24.5 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.

24.6 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.

TO THE MAXIMUM EXTENT LAWFUL, THE CONDOMINIUM ASSOCIATION AND EACH UNIT OWNER AGREE THAT NEITHER A UNIT OWNER, THE CONDOMINIUM ASSOCIATION NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF A UNIT OWNER OR THE CONDOMINIUM ASSOCIATION (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDINGS, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THE DECLARATION, ANY EXHIBITS ATTACHED HERETO, THE ACT OR ANY ACTIONS, DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED.

24.7 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.

24.8 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.

24.9 Ratification. 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 or her occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws, and applicable rules and regulations, are fair and reasonable in all material respects.

24.10 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 Developer's 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 Subsection may not be amended without the consent of the Developer.

24.11 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.

24.12 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.

24.13 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 be 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 such Owner's acceptance of title to a 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. Notwithstanding the foregoing, nothing contained herein shall relieve the Association of its duty of ordinary care, as established by the Act, in carrying out the powers and duties set forth herein. 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, nominees and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

25. **Brand Agreement**. All Unit Owners hereby acknowledge that the Condominium project may from time to time be identified by a proprietary brand name ("Brand") pursuant to a license/brand agreement between the Association and the owner and/or licensor ("Brand Owner") of the Brand and associated logos and trademarks (the "Brand Agreement"). The Brand Agreement shall require the Association to operate the Condominium and maintain the Common Elements and Association Property in accordance with standards for operation and maintenance established by the Licensor (the "Quality Standards"). All Unit Owners acknowledge that the Brand Agreement will have a limited duration and be terminable by the Brand Owner upon default of the Association as well as other circumstances, in which event all use of Brand (including the licensed name, logo and other related intellectual property) will cease in relation to the Condominium and all indicia of affiliation of the Condominium with the Brand will be removed from the Condominium or eliminated. During all periods during which the Condominium is operated and identified using the licensed Brand, in whole or in part, Unit Owners shall be prohibited from using the Brand including the licensed name and associated logos and trademarks of the Licensor (together the "Marks"): (i) in connection with the promotion or marketing of their Unit for sale or rent, (ii) in the name of any entity formed by or on behalf of the Unit Owner, (iii) or in any other way, except as expressly permitted by the Brand Agreement. The Association and Unit Owners shall not acquire any ownership right to the licensed Marks and will not be permitted to interfere with or contest Brand Owner's rights in and to the Marks. Each Unit Owner understands and agrees that, unless expressly provided to the contrary in the Brand Agreement, the Brand Owner is merely a licensor of intellectual property, is not the developer of the Condominium, does not control the Association, has not made any representations, warranties or guarantees with respect to the Units, Common Elements or Condominium and is not responsible for any information provided (or not provided) by the Association or the Developer or the Developer's sales persons, brokers agents or any other person to any Unit Owner with respect to their Unit or any other part of the Condominium.

As long as any Brand Agreement remains in effect, each Unit Owner and any proposed purchaser agree upon request from time to time by the Brand Owner to execute and deliver any disclosure, acknowledgement and release form required by the Brand Owner confirming, among other things, the provisions set forth in items (i) – (iii) above.

(Reserved for Clerk of Court)

26. Disclaimer. Unit Owners understand and agree that Aston Martin Lagonda Limited ("Aston Martin") and its affiliates have no ownership interest in and have not participated in the development or sale of the Condominium or Units. The Developer and G&G Business Developments LLC have been granted limited licenses to use certain Aston Martin trademarks in connection with the Condominium. The Association has been granted (or will be granted subject to the occurrence of certain events) a limited license to use certain Aston Martin trademarks in connection with the Condominium. All use of the Aston Martin trademarks in connection with the Condominium will cease upon expiration or earlier termination of the licenses.

27. **Election Whether to Guarantee Assessments**. **ONLY THE CHECKED PROVISION SHALL BE APPLICABLE:**

☐ - The Developer has elected to guarantee assessment as and to the extent provided in Section 13.7 above.

☑ - The Developer has elected not to guarantee assessments and the provisions of Section 13.7 shall not be applicable or effective.

(Reserved for Clerk of Court)

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the 13th day of March, 2024

Signed in the presence of:

Name: Mariella Fernandez
Address: 1200 Brickell Ave. Suite 1660
Miami - FL. 33131

Name: Beatrice Garcia
Address: 1200 Brickell Ave. Ste 1660
Miami, FL 33131

Riverwalk East Developments, LLC, a Florida limited liability company

By:
Name: Marcelo Scarinci
Title: Authorized Representative

[CORPORATE SEAL]

Address: 1200 Brickell Ave. Suite 1660
Miami, FL 33131

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

The foregoing Declaration was acknowledged before me, by means of ✓ physical presence or __ online notary, this 13th day of March, 2024 by Marcelo Scarinci as Authorized Representative of Riverwalk East Developments, a Florida limited liability company, on behalf of said entity. He is personally known to me or has produced __________ as identification.

Name: Rosa Ramentol

Notary Public, State of Florida
Commission No.: 135301

My Commission Expires:
May 30, 2025

ROSA MARIA RAMENTOL
Notary Public - State of Florida
Commission # HH 135301
My Comm. Expires May 30, 2025
Bonded through National Notary Assn.

(Notarial Seal)

(Reserved for Clerk of Court)

JOINDER

300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 13th day of March, 2024.

Witnessed by:

Name: Mariella Fernandez
Address: 1200 Brickell Ave. Suite 1660
Miami - FL. 33131

Name: Beatrice Garcia
Address: 1200 Brickell Ave. Ste 1660
Miami, FL 33131

300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

By: ____
Name: German Coto
Title: President

[CORPORATE SEAL]

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

The foregoing joinder was acknowledged before me by means of ✓ physical presence or __ online notary this 13th day of March, 2024, by German Coto, as President of **300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of said corporation. He/She is personally known to me or has produced ____ as identification.

Name: Rosa Ramento

Notary Public, State of Florida
Commission No.: 135301

My Commission Expires:

May 30, 2025

(Notarial Seal)

ROSA MARIA RAMENTO
Notary Public - State of Florida
Commission # HH 135301
My Comm. Expires May 30, 2025
Bonded through National Notary Assn.

(Reserved for Clerk of Court)

Exhibit "1"

The Legal Description of the Condominium Property is identified on Sheet 1 of Exhibit "2" attached to this Declaration.

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

STATE OF FLORIDA
SS
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared DANIEL C. FORTIN JR., 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 a 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. And further, that all planned improvements, including, but not limited to landscaping, utility services and access to the units identified herein and common element facilities serving the herein identified units have been substantially completed in accordance with the provisions of Florida Statute 718.104.

4. Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929.

5. All areas as depicted on sheets 5 of 66 through 60 of 66 of this Exhibit 2, not defined or reflected as areas within "Condominium Unit Boundary Line" or "Limited Common Elements" shall be deemed "Common Elements" unless otherwise indicated.

FURTHER AFFIANT SAYETH NAUGHT.
FORTIN, ~~LEAVY, SKILES~~, INC., LB3653

By: Daniel C. Fortin Jr., For The Firm
PROFESSIONAL SURVEYOR AND MAPPER LS6435
State of Florida

DANIEL C. FORTIN JR
LICENSE NUMBER LS6435
STATE OF FLORIDA

STATE OF FLORIDA
SS
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this March 18, 2024 by DANIEL C. FORTIN JR., who is personally known to me and who did not take an oath.

NOTARY PUBLIC - State of Florida

Notary Public State of Florida
Johanna Pagan
My Commission HH 459076
Expires 1/15/2026

Date Printed: 3/18/24 10:21a

Drawn By: MLR

Cad No. 230076

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street, North Miami Beach, Florida, 33162
Phone: 305-653-4493 / Fax: 305-651-7152 / Email: fls@flssurvey.com

Date	Dwg. No.	Job. No.
March 18, 2024	6022-020	230076

EXHIBIT 2

300 BISCAYNE BOULEVARD WAY,
A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

LEGAL DESCRIPTION

A portion of Tracts B and C of DUPONT PLAZA, according to the Plat thereof, as recorded in Plat Book 50 at Page 11, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the intersection of the monument lines of S.E. 4th Street and S.E. 2nd Avenue (Brickell Avenue), thence run North 87°41'57" East along the monument line of said S.E. 4th Street for a distance of 432.36 feet to a point; thence South 02°18'03" East at right angles to the last described course for a distance of 40.00 feet to a point on the Southerly Right-of-Way line of said S.E. 4th Street and the Point of Beginning of the following described parcel of land; thence run North 87°41'57" East along the Southerly Right-of-Way line of said S.E. 4th Street and the Northerly line of Tracts B and C of the aforementioned plat of DUPONT PLAZA for a distance of 464.15 feet to a point; thence run South 02°39'55" East along the Easterly line of said Tract C for a distance of 17.15 feet to a point; thence run South 68°53'53" West for a distance of 59.67 feet to a point; thence run South 68°53'40" West for a distance of 290.01 feet to a point; thence run South 68°49'25" West for a distance of 140.96 feet to a point; thence run North 02°15'22" West for a distance of 175.46 feet to the Point of Beginning.

RIVERWALK EAST PARCEL

A portion of Tracts B and C of DUPONT PLAZA, according to the Plat thereof, as recorded in Plat Book 50 at Page 11, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the intersection of the monument lines of S.E. 4th Street and S.E. 2nd Avenue (Brickell Avenue); thence run North 87°41'57" East along the monument line of said S.E. 4th Street for a distance of 432.36 feet to a point; thence South 02°18'03" East at right angles to the last described course for a distance of 40.00 feet to a point on the Southerly Right-of-Way of said S.E. 4th Street; thence run North 87°41'57" East along the Southerly Right-of-Way line of said S.E. 4th Street and the Northerly line of Tracts B and C of the aforementioned Plat of DUPONT PLAZA for a distance of 464.15 feet to a point; thence run South 02°39'55" East along the Easterly line of said Tract C for a distance of 17.15 feet to the Point of Beginning of the following described parcel of land; thence run South 68°53'53" West for a distance of 59.67 feet to a point; thence run South 68°53'40" West for a distance of 290.01 feet to a point; thence run South 68°49'25" West for a distance of 140.96 feet to a point; thence run South 02°15'22" East for a distance of 21.14 feet to a point; thence run North 68°49'25" East for a distance of 147.80 feet to a point; thence run North 68°53'40" East for a distance of 289.99 feet to a point; thence run North 68°53'53" East for a distance of 53.00 feet to a point; thence run North 02°39'55" West along the Easterly line of Tract C of the aforementioned plat of DUPONT PLAZA for a distance of 21.08 feet to the Point of Beginning. Said lands lying in and being in the City of Miami, Florida, said lands containing 9,814 square feet, more or less.

Surveyors Notes:

- This site lies in Section 6, Township 54 South, Range 42 East, City of Miami, Miami-Dade County, Florida.
- Bearings shown hereon are based on a bearing system where the East line of Lot "A" bears N02°16'54"E, pursuant to the FDOT Right-of-Way Map Section No. 87006-2502.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- All improvements within the subject condominium property are proposed and subject to change.
- All documents are recorded in the Public Records of Miami-Dade County, Florida, unless otherwise indicated.
- This map is intended to be displayed at the graphic scale shown hereon or smaller.
- The Upper, Lower and Perimetrical Boundary (Limit) of each Unit are set forth in the Declaration of Condominium.
- The Terrace/Terraces and Balconies as designated in this EXHIBIT "2" adjacent to a Unit are Limited Common Elements appurtenant to said Unit.
- The Pools associated to the penthouse units as designated in this EXHIBIT "2" are Limited Common Elements appurtenant to said Unit.
- Parking spaces shall be Limited Common Elements appurtenant to a Unit upon assignment by the Developer (or after the Developer owns no Units, the Association). All parking spaces which are not assigned, shall remain as Common Elements (until assigned).
- Storage rooms shall be Limited Common Elements upon assignment by the Developer (or after the Developer owns no Units, the Association). All storage rooms which are not assigned remain as Common Elements (until assigned).
- Cabanas are Common Elements.
- The boundary of each storage room is the interior undecorated finished surface of the perimeter walls, floors and ceilings.
- All lands and all portions of improvements, except those designated as a Unit, Limited Common Element or assignable Common Element, within the Condominium boundary limits, are and shall be part of the Common Elements.
- Refer to the Declaration of Condominium of "300 BISCAYNE BOULEVARD WAY CONDOMINIUM" for a detailed description of rights, reservations, definitions, common elements, limited common elements, easements, restrictions or other applicable covenants joined hereto this EXHIBIT "2".
- Landscaping, conduits, wiring (phone, electric, etc.), ducts, access panels, plumbing, cable T.V. or other facilities furnishing utility services to the Units, Common Elements, or Limited Common Elements have been omitted from this EXHIBIT "2", for the purpose of clarity.
- This Exhibit "2" is subject to all easements, rights-of-way, and any other matters which might be reflected in a Search of Title of the Subject Property.
- This Exhibit "2" was compiled from Architectural Plans provided by our Client, and was further compiled from information provided by Greenberg, Traurig, P.A., attorneys at law.
- Property Address: 300 Biscayne Boulevard Way, Miami, FL 33131
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.

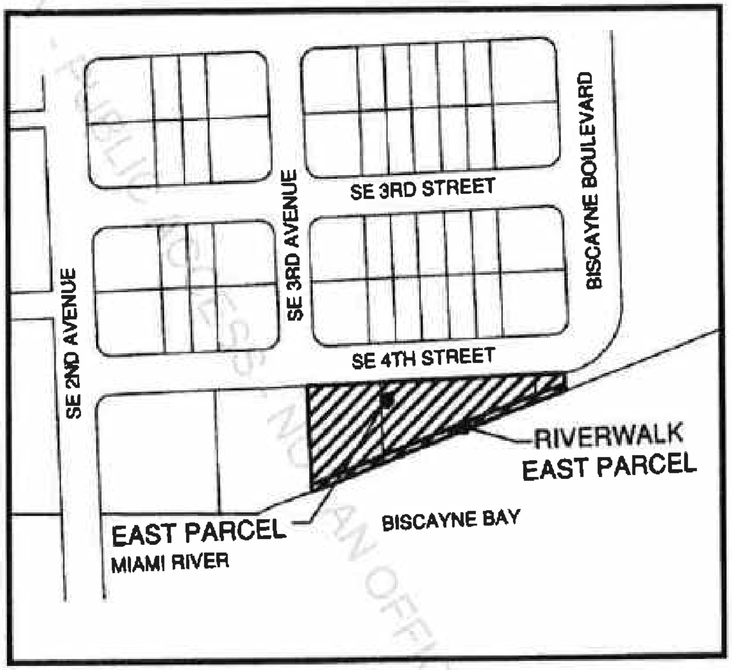
LEGAL DESCRIPTION & SURVEYOR'S NOTES

EXHIBIT 2

300 BISCAYNE BOULEVARD WAY,

A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.



This site lies in Section 6, Township 54 South, Range 42 East, City of Miami, Miami-Dade County, Florida

Date Printed: 3/18/24 1021a

EXHIBIT 2

LOCATION SKETCH

SHEET 3 OF 66

300 BISCAYNE BOULEVARD WAY,

A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

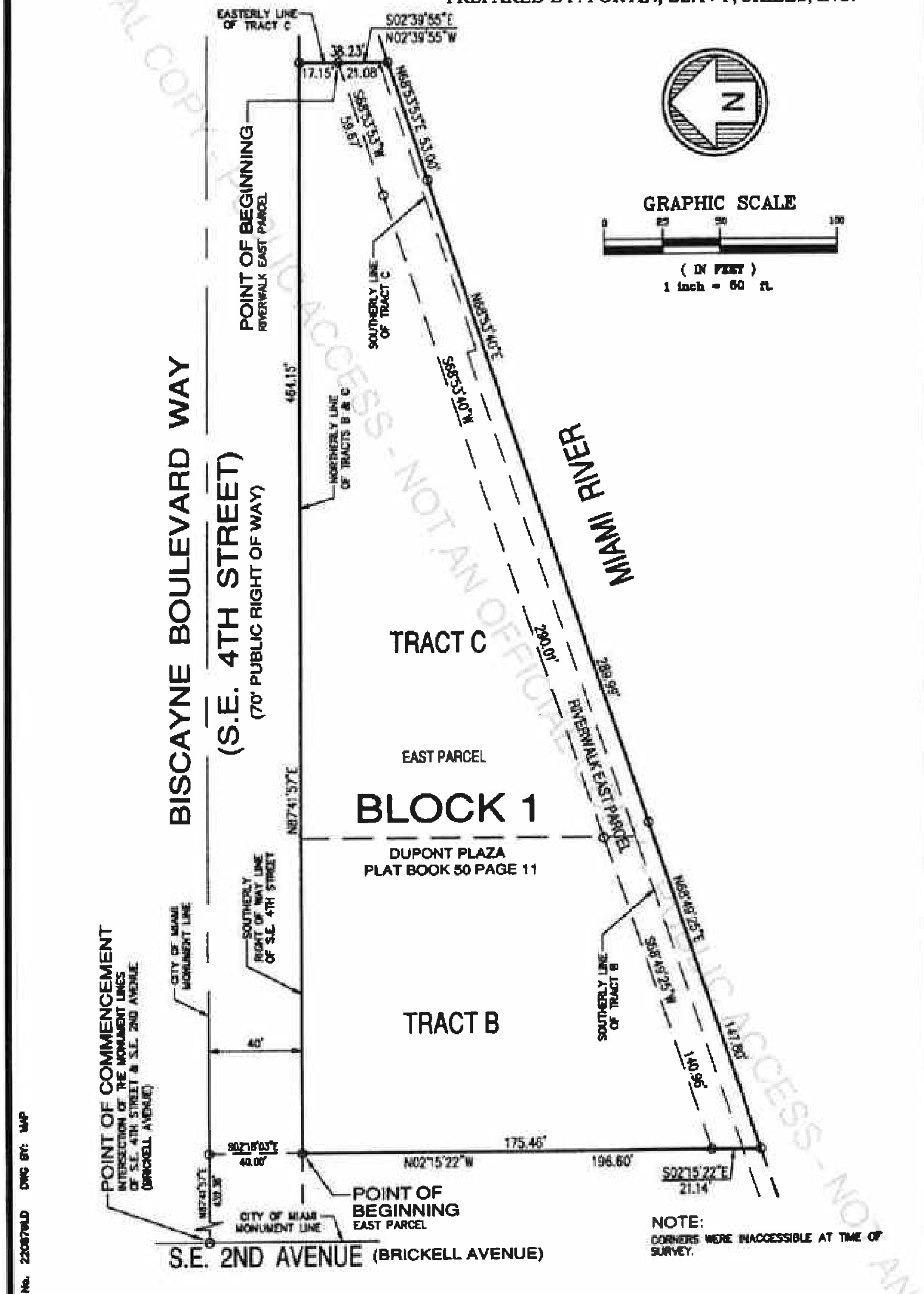
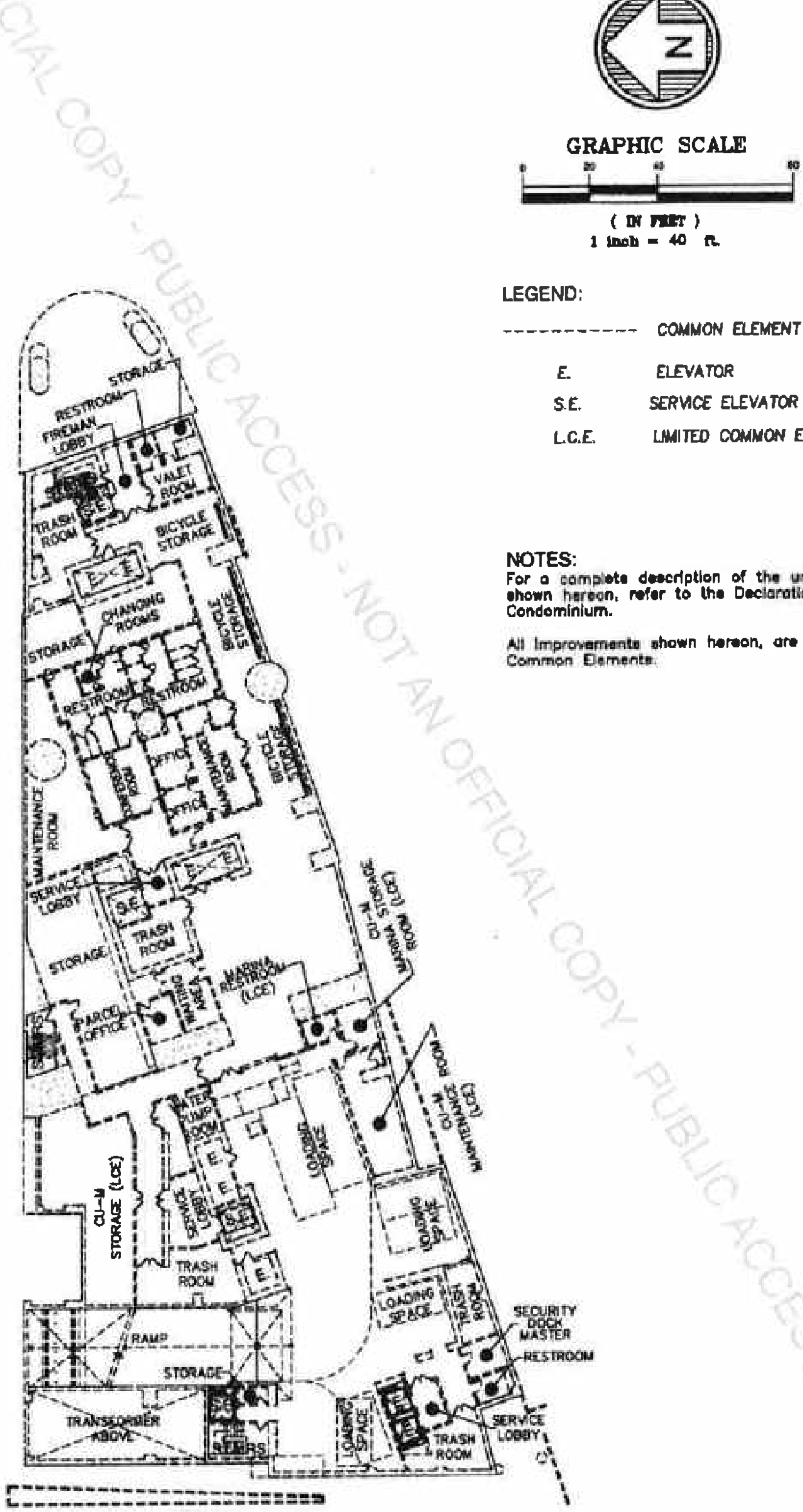


EXHIBIT 2 SURVEY SHEET 4 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

------------	COMMON ELEMENT
E.	ELEVATOR
S.E.	SERVICE ELEVATOR
L.C.E.	LIMITED COMMON ELEMENT

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Improvements shown hereon, are part of the Common Elements.

Cad No. 220079F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

BASEMENT LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 5 OF 66

300 BISCAYNE BOULEVARD WAY,

A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

N

GRAPHIC SCALE

0 20 40 80

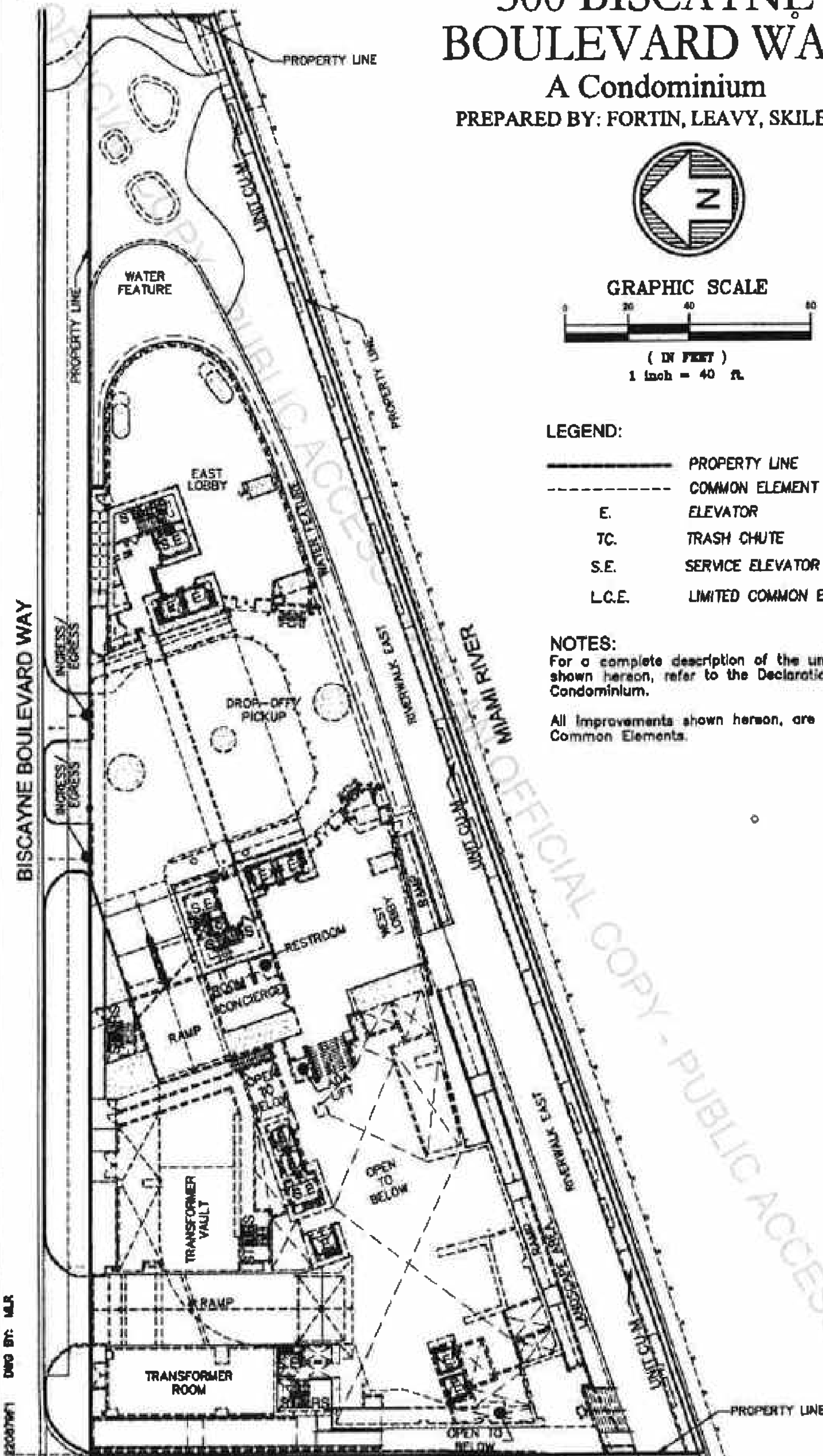
(IN FEET)
1 inch = 40 ft.

LEGEND:

————	PROPERTY LINE
- - - - - -	COMMON ELEMENT
E.	ELEVATOR
T.C.	TRASH CHUTE
S.E.	SERVICE ELEVATOR
L.C.E.	LIMITED COMMON ELEMENT

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All improvements shown hereon, are part of the Common Elements.

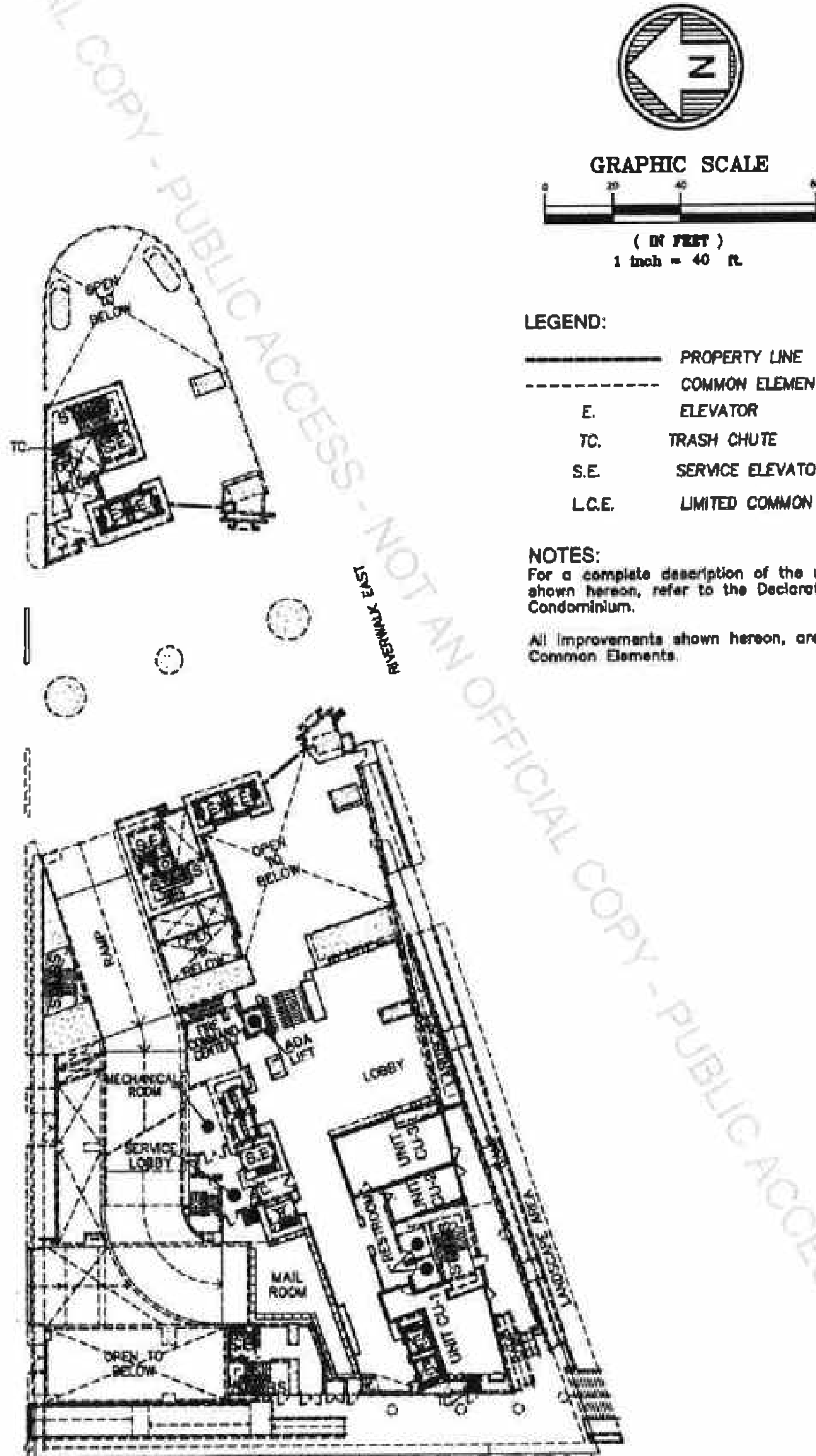


GROUND LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 6 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

————	PROPERTY LINE
- - - - - -	COMMON ELEMENT
E.	ELEVATOR
TC.	TRASH CHUTE
S.E.	SERVICE ELEVATOR
L.C.E.	LIMITED COMMON ELEMENT

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All improvements shown hereon, are part of the Common Elements.

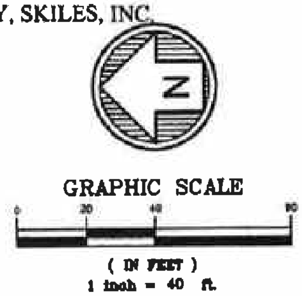
Cad No. 22057NFT   DWG By: MLR   Date Printed: 3/18/24 10:21a

LEVEL 1 LOBBY FLOOR PLAN

EXHIBIT 2

SHEET 7 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

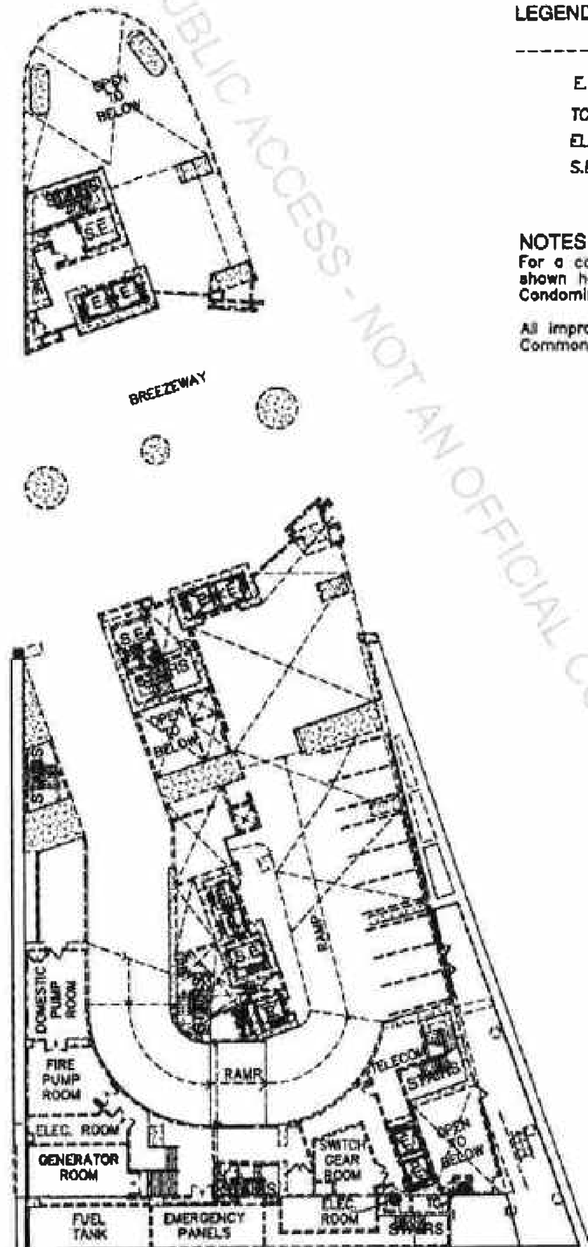


LEGEND:

-----------	COMMON ELEMENT
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All improvements shown hereon, are part of the Common Elements.



Cad No. 220076F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

LEVEL 1.5 MECHANICAL FLOOR PLAN

EXHIBIT 2

SHEET 8 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

-----------	COMMON ELEMENT
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All improvements shown hereon, are part of the Common Elements.

Cad No. 22087W1 DWG BY: MLR Date Printed: 3/18/24 10:21a

LEVEL 2, PARKING LEVEL 1
FLOOR PLAN

EXHIBIT 2

SHEET 9 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

CONDOMINIUM UNIT BOUNDARY LINE

COMMON ELEMENT

LIMITED COMMON ELEMENTS

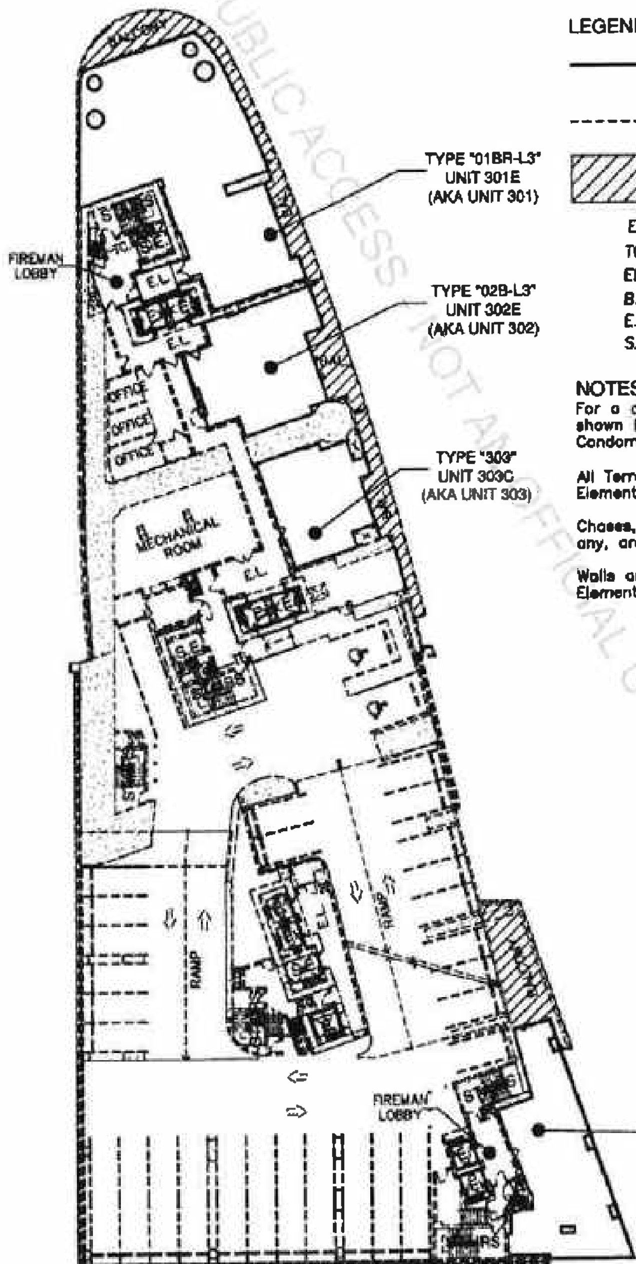
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 220676F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

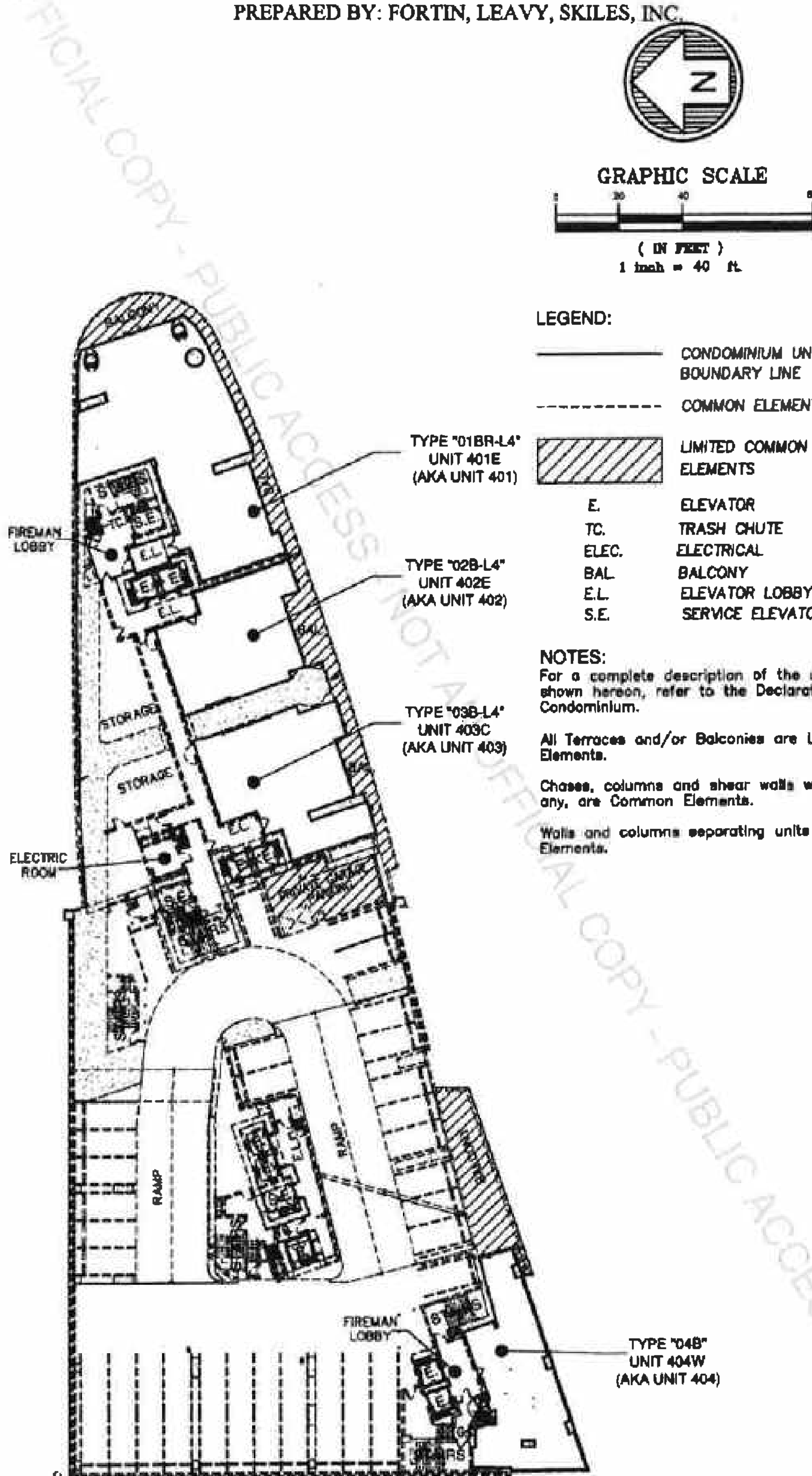
LEVEL 3, PARKING LEVEL 2
FLOOR PLAN

EXHIBIT 2

SHEET 10 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

————————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 220879F1 DWG BY: MLR Date Printed: 3/15/24 10:21a

LEVEL 4, PARKING LEVEL 3 FLOOR PLAN

EXHIBIT 2

SHEET 11 OF 66

300 BISCAYNE BOULEVARD WAY,

A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

LEGEND:

CONDOMINIUM UNIT BOUNDARY LINE

COMMON ELEMENT

LIMITED COMMON ELEMENTS

E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

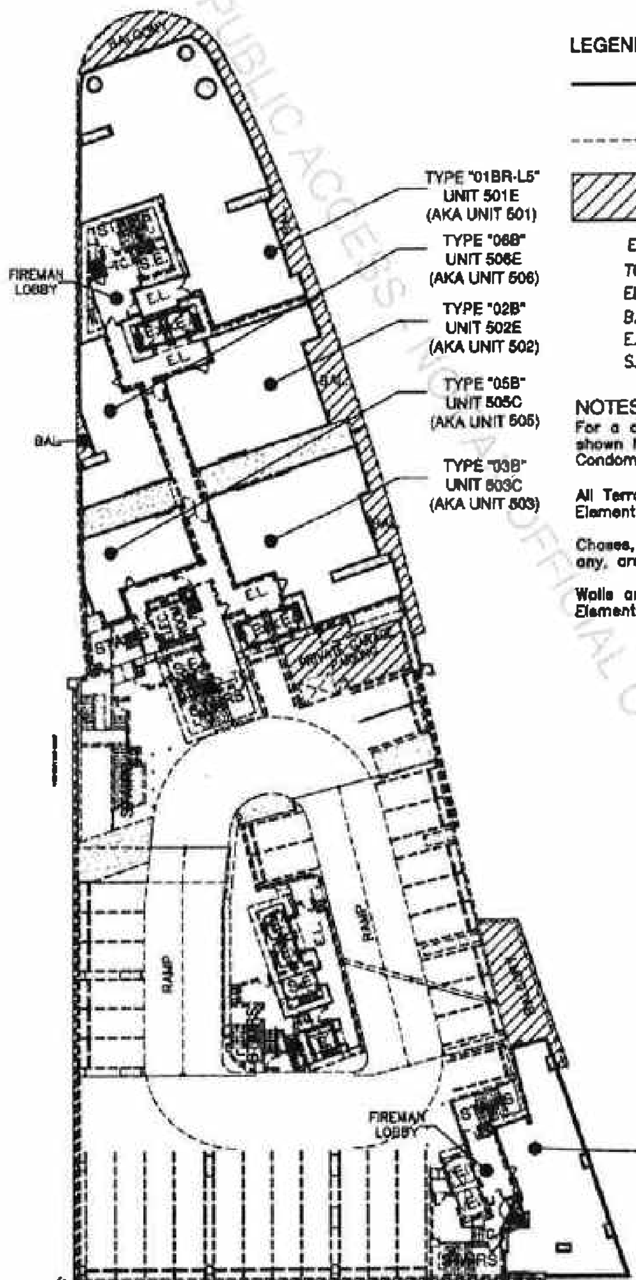
NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 220579F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

LEVEL 5, PARKING LEVEL 4 FLOOR PLAN

EXHIBIT 2

SHEET 12 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE
0 20 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND:

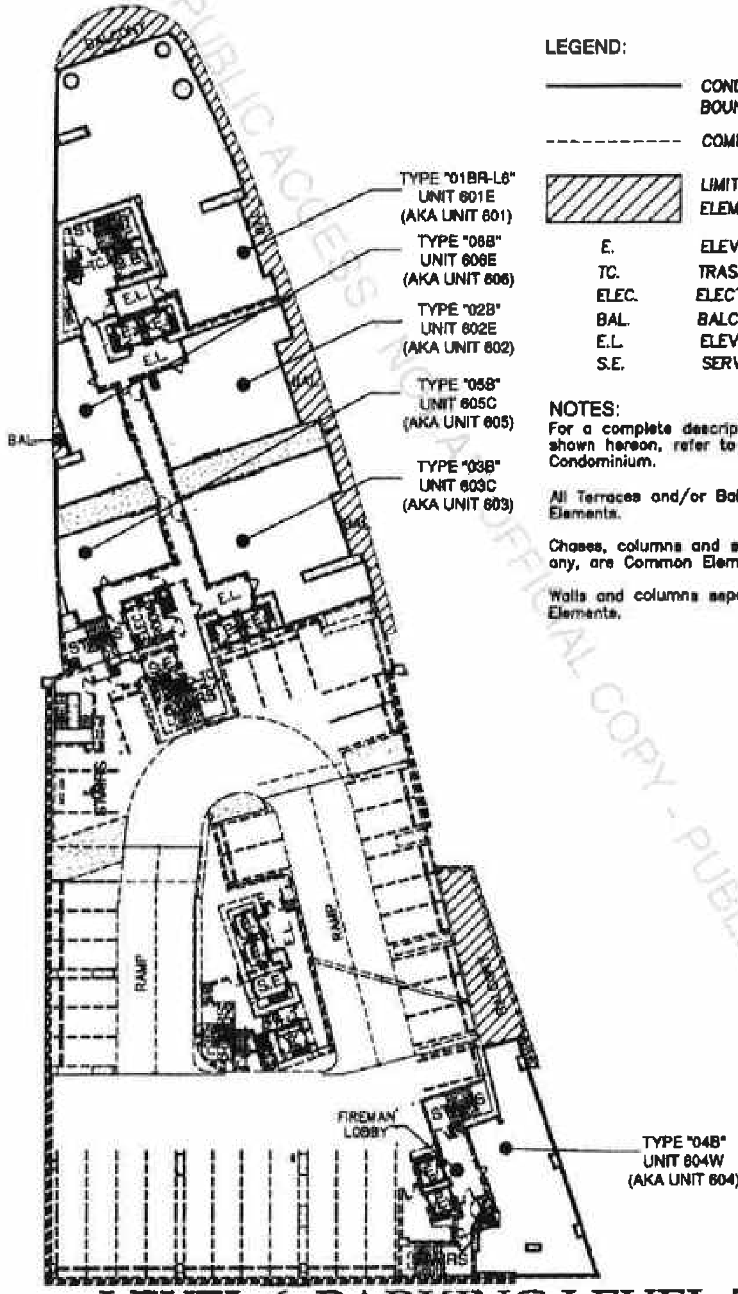
———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
//////	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Date Printed: 3/18/24 10:21a

LEVEL 6, PARKING LEVEL 5
FLOOR PLAN

EXHIBIT 2

SHEET 13 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

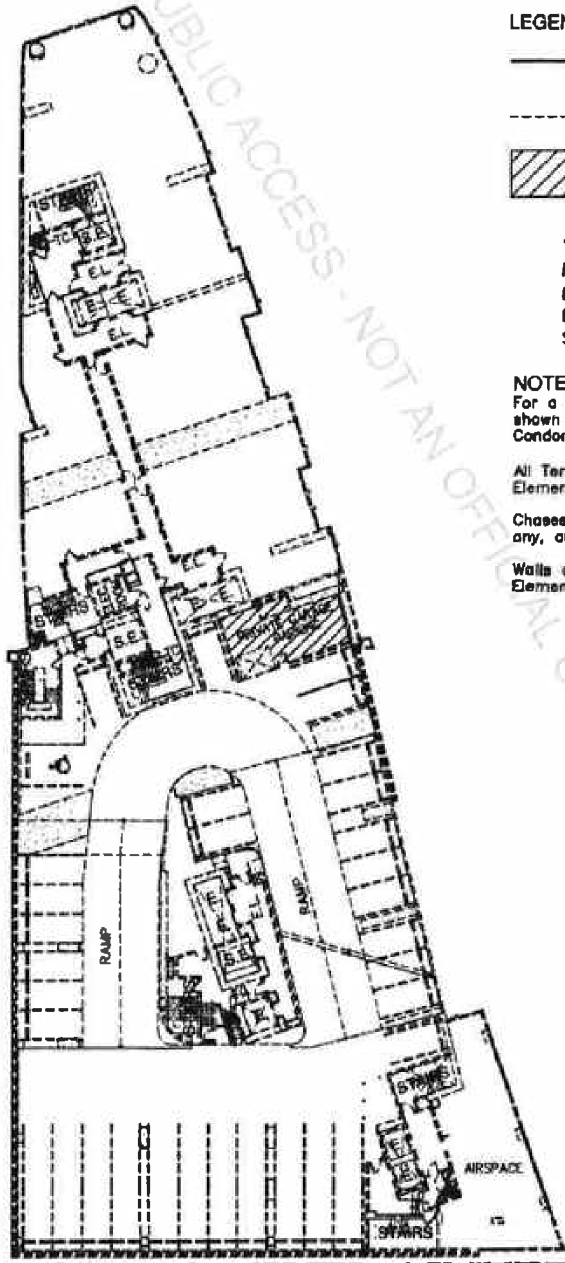
———————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 220679F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

PARKING LEVEL 6 INTERMEDIATE FLOOR PLAN

EXHIBIT 2

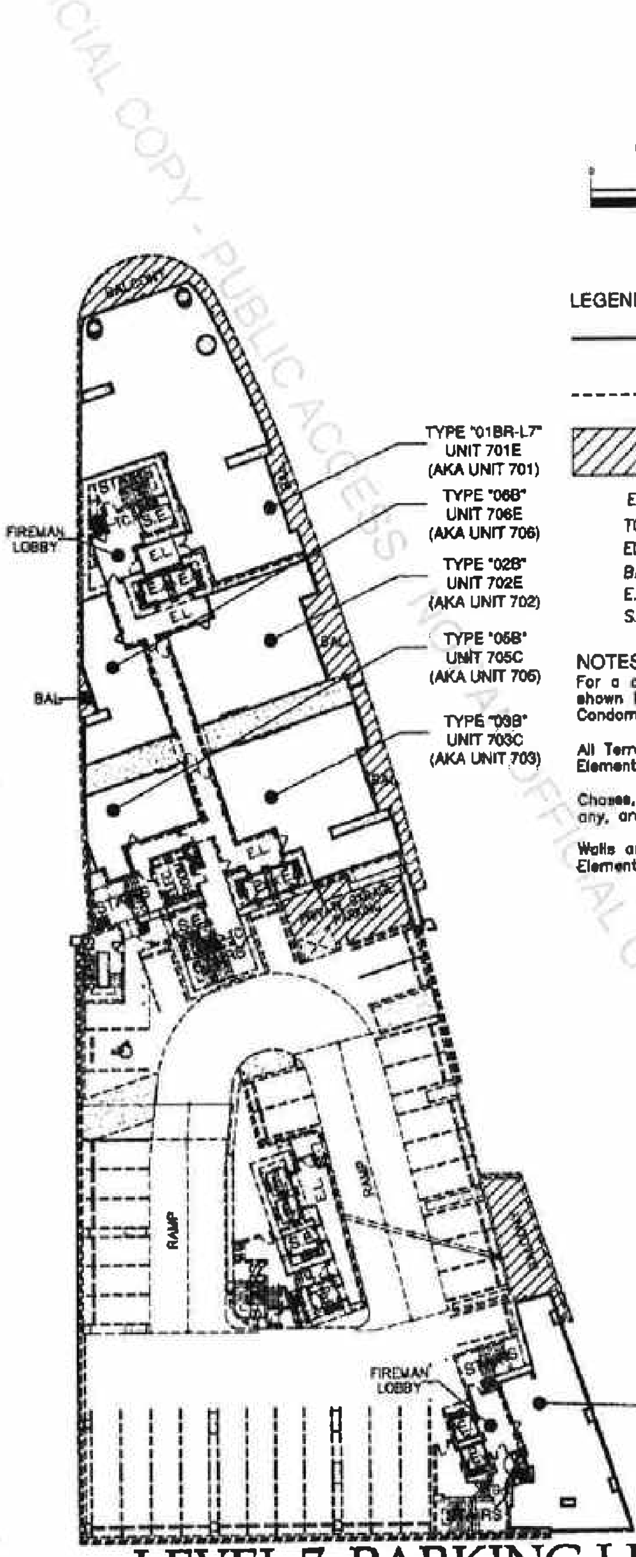
SHEET 14 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



LEGEND:

———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 220578F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

LEVEL 7, PARKING LEVEL 7 FLOOR PLAN

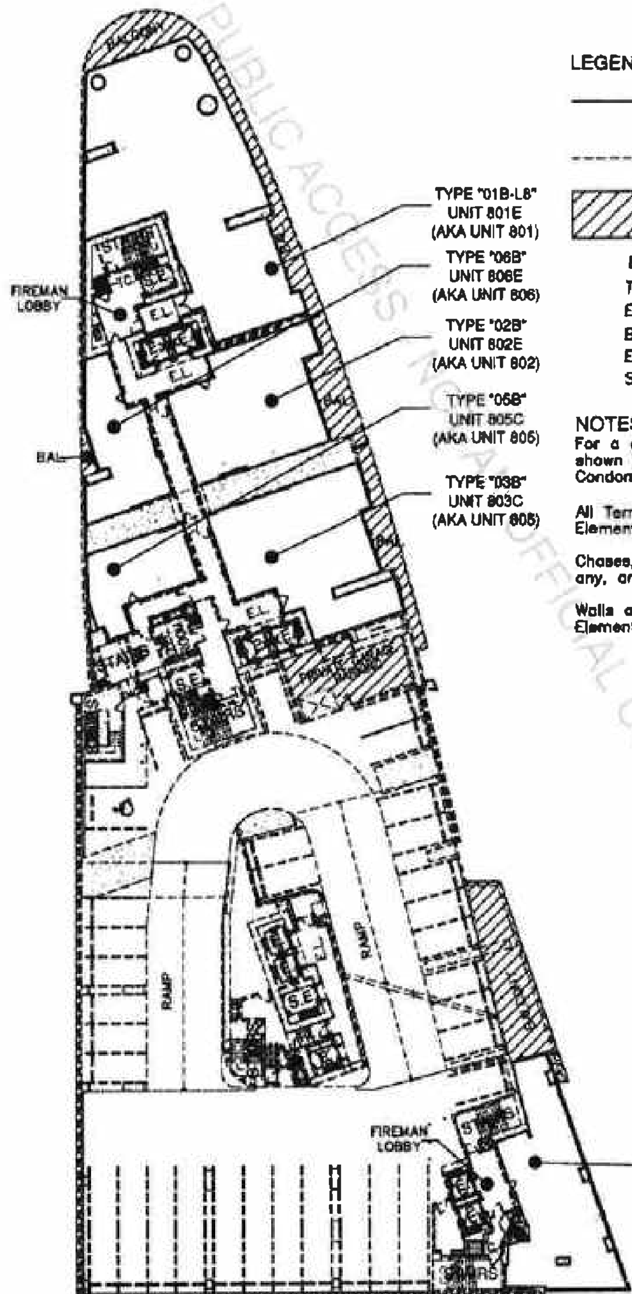
EXHIBIT 2

SHEET 15 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



LEGEND:

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

E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

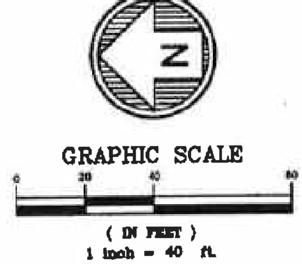
Cad No. 220679F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

LEVEL 8, PARKING LEVEL 8 FLOOR PLAN

EXHIBIT 2

SHEET 16 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

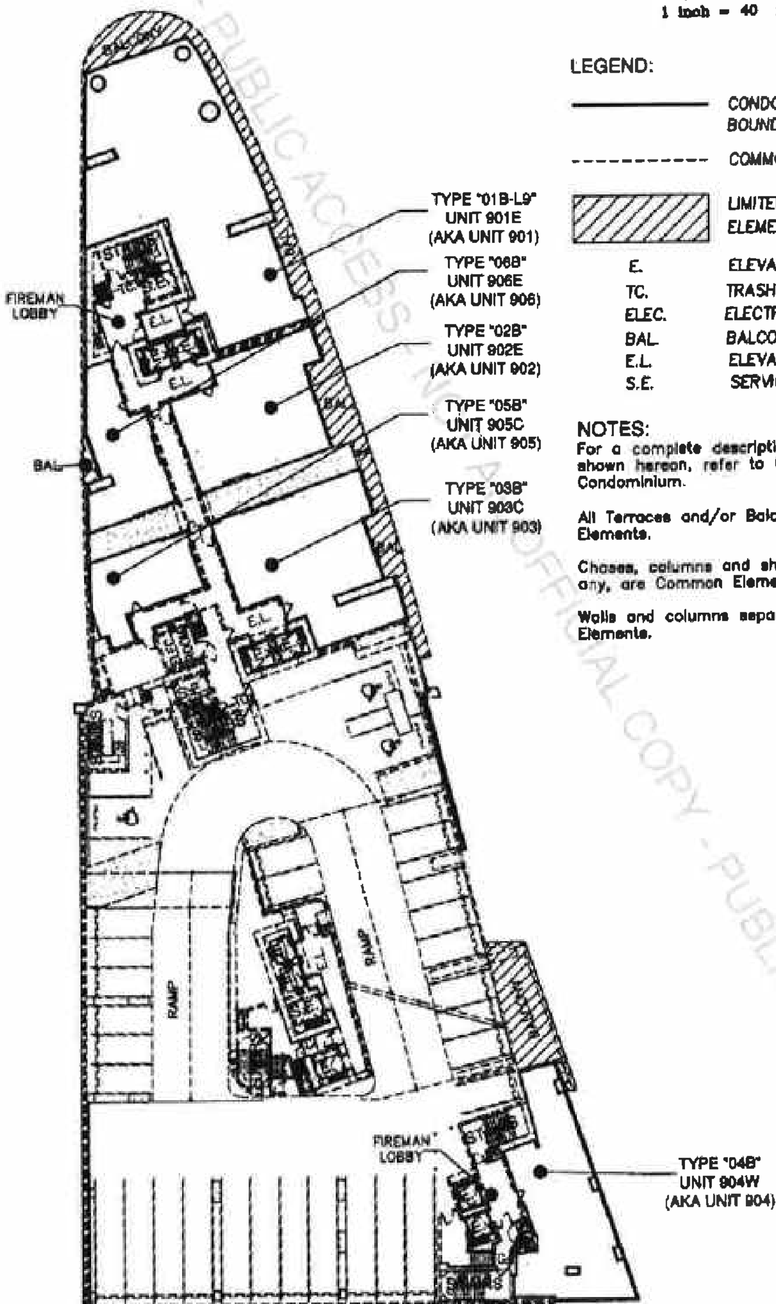
NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 22067SF1 DWG BY: MLR Date Printed: 3/16/24 1021a

LEVEL 9, PARKING LEVEL 9
FLOOR PLAN

EXHIBIT 2

SHEET 17 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

- ——— CONDOMINIUM UNIT BOUNDARY LINE
- - - - - COMMON ELEMENT
- (hatched) LIMITED COMMON ELEMENTS

E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

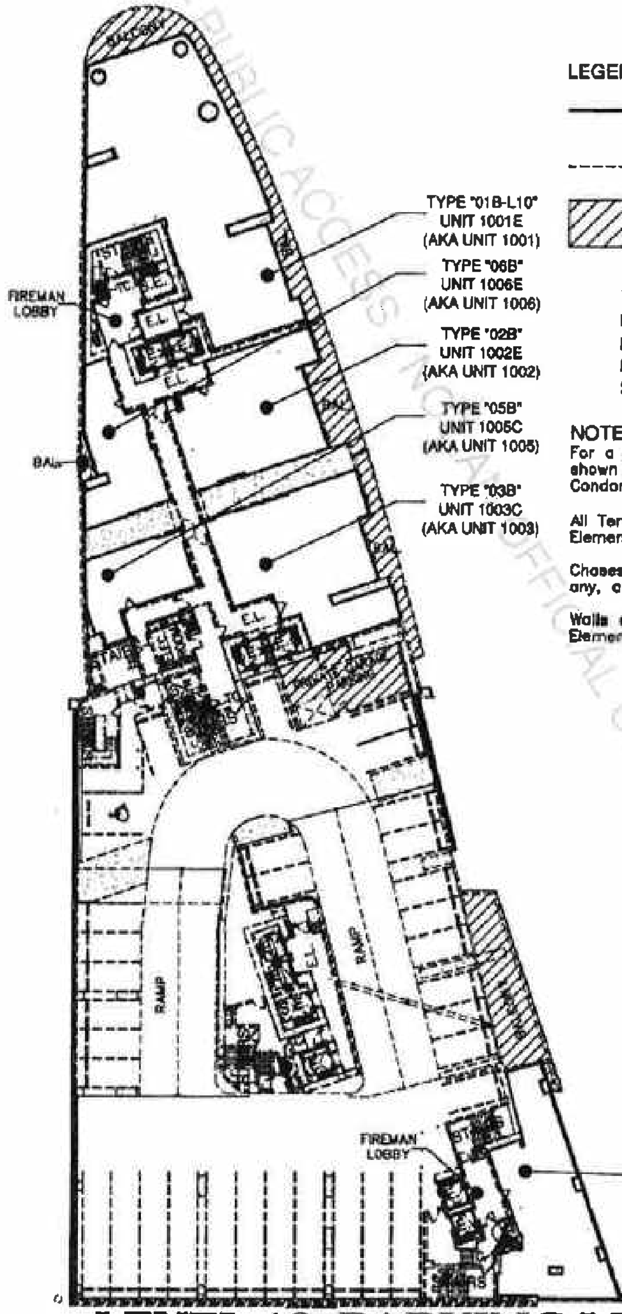
NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



LEVEL 10, PARKING LEVEL 10
FLOOR PLAN

EXHIBIT 2

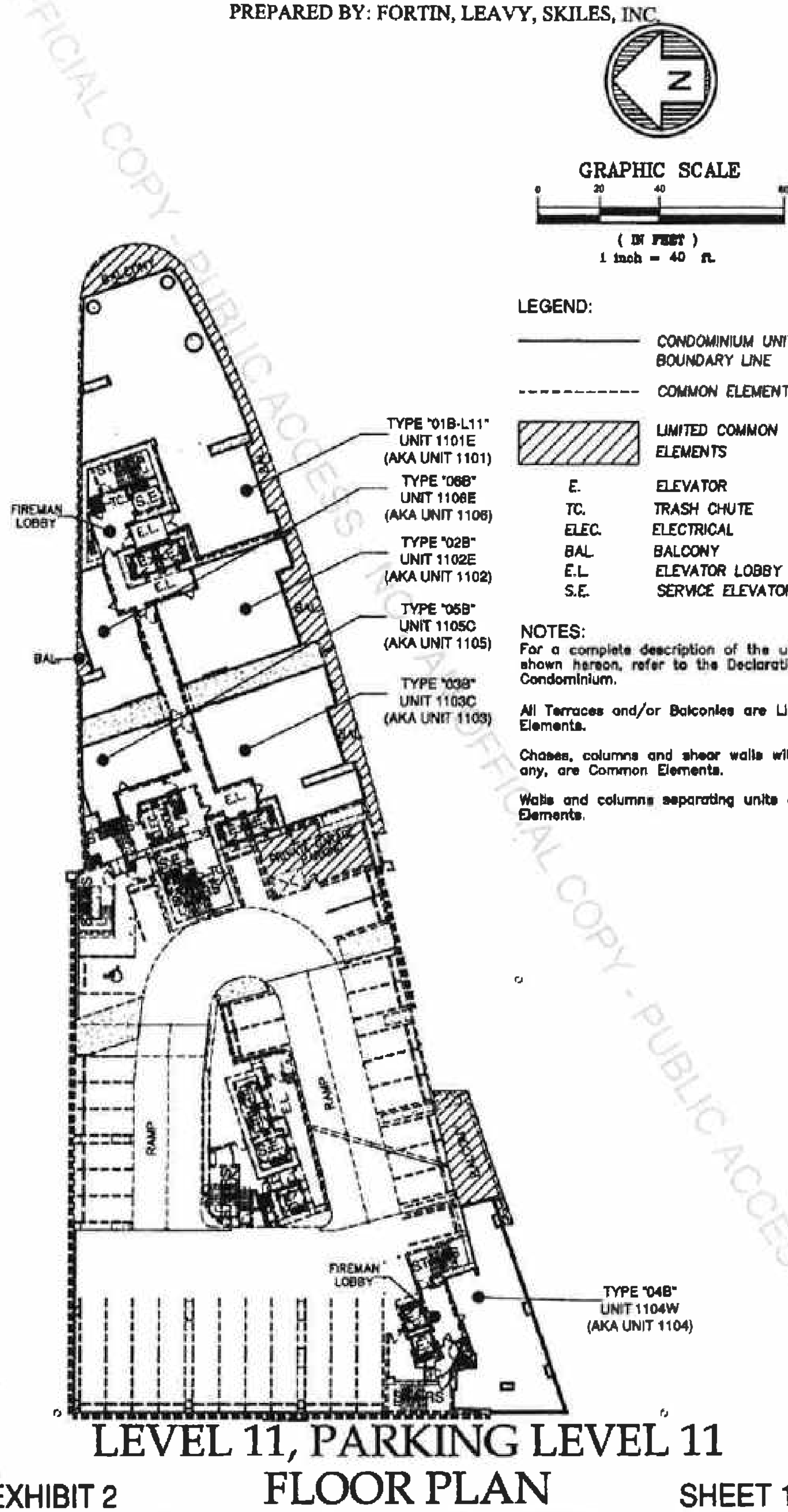
SHEET 18 OF 66

Cad No. 22087WF1 DWG BY: MLR Date Printed: 3/18/24 10:21a

300 BISCAYNE BOULEVARD WAY,

A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL	BALCONY
E.L	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

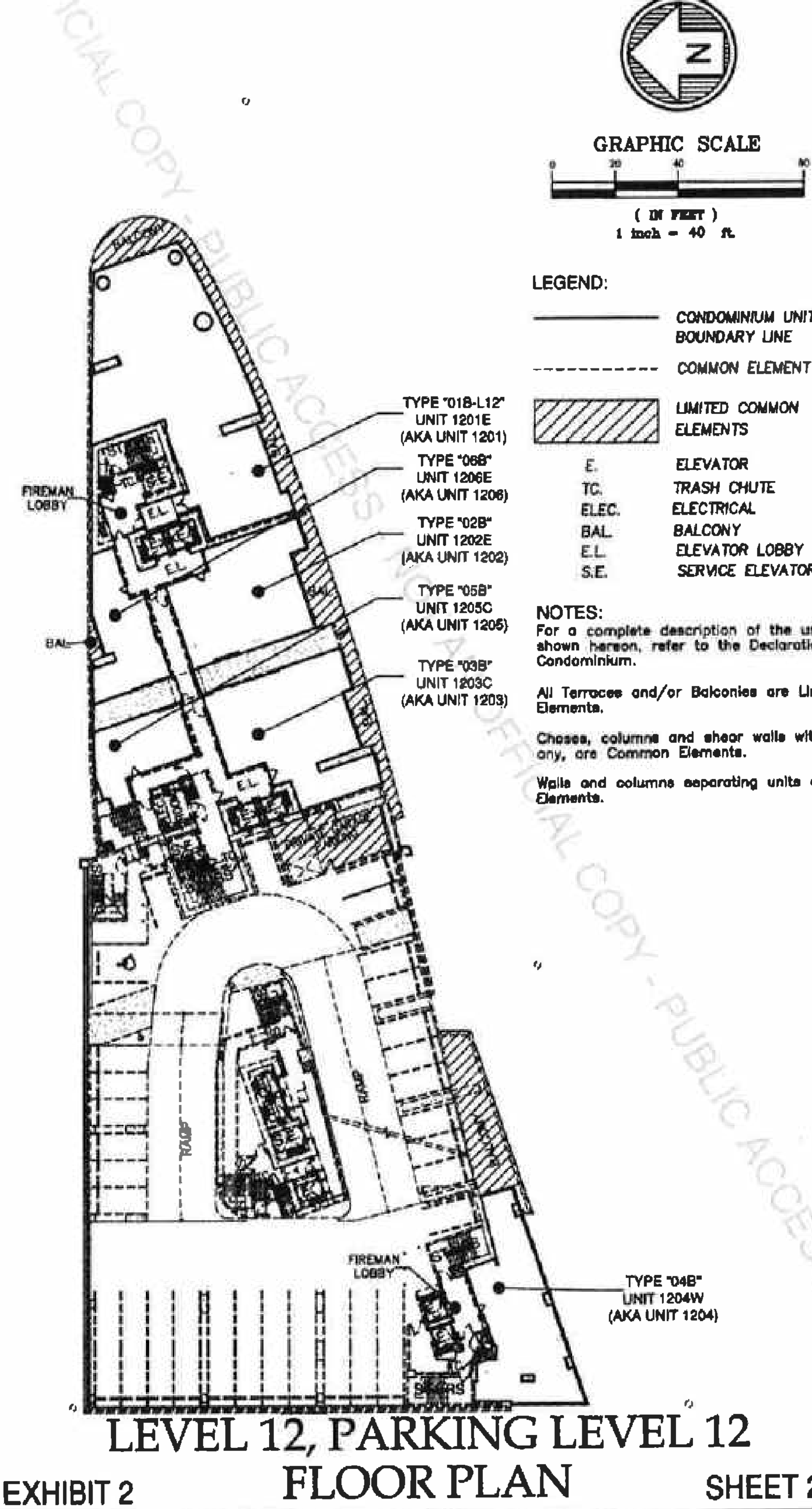
Walls and columns separating units are Common Elements.

Cad No. 220879F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

LEVEL 11, PARKING LEVEL 11

EXHIBIT 2 FLOOR PLAN SHEET 19 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
T.C.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 220879F1 Dwg By: MLR Date Printed: 3/18/24 10:21a

LEVEL 12, PARKING LEVEL 12
FLOOR PLAN

EXHIBIT 2

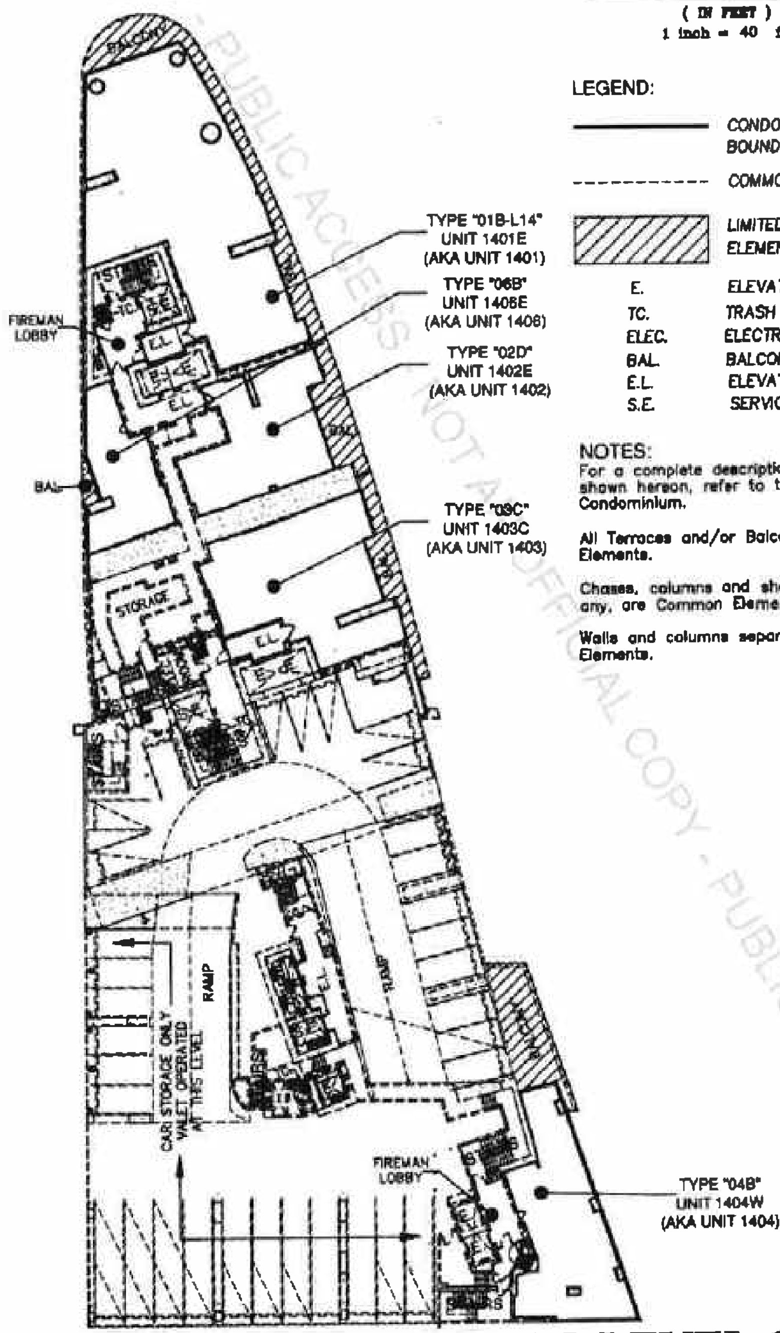
SHEET 20 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.



LEGEND:

———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - -	COMMON ELEMENT
//////	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

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Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 22087971 DWG BY: MLR Date Printed: 3/18/24 10:21a

LEVEL 14, PARKING LEVEL 14 FLOOR PLAN

EXHIBIT 2

SHEET 21 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

———————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - - - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

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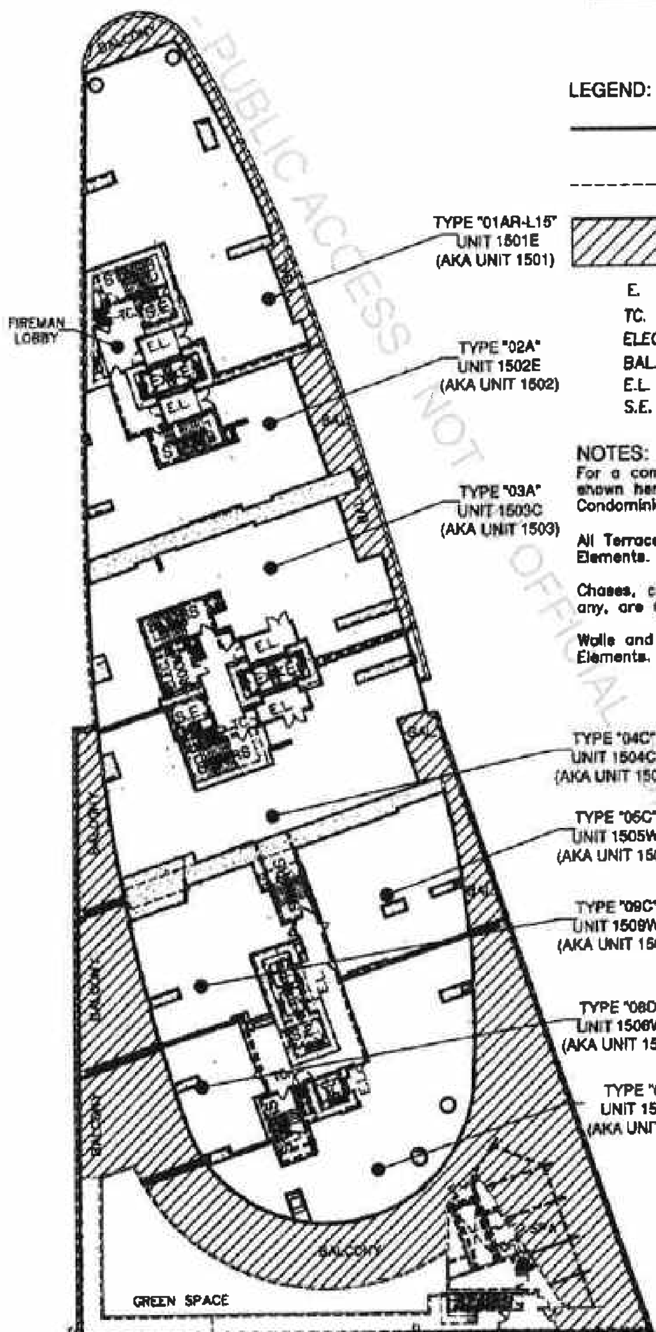
Walls and columns separating units are Common Elements.



NOTE:
Green space maintenance personnel access only.

Cad No. 220878F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

LEVEL 15 FLOOR PLAN

EXHIBIT 2

SHEET 22 OF 66

300 BISCAYNE BOULEVARD WAY,

A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

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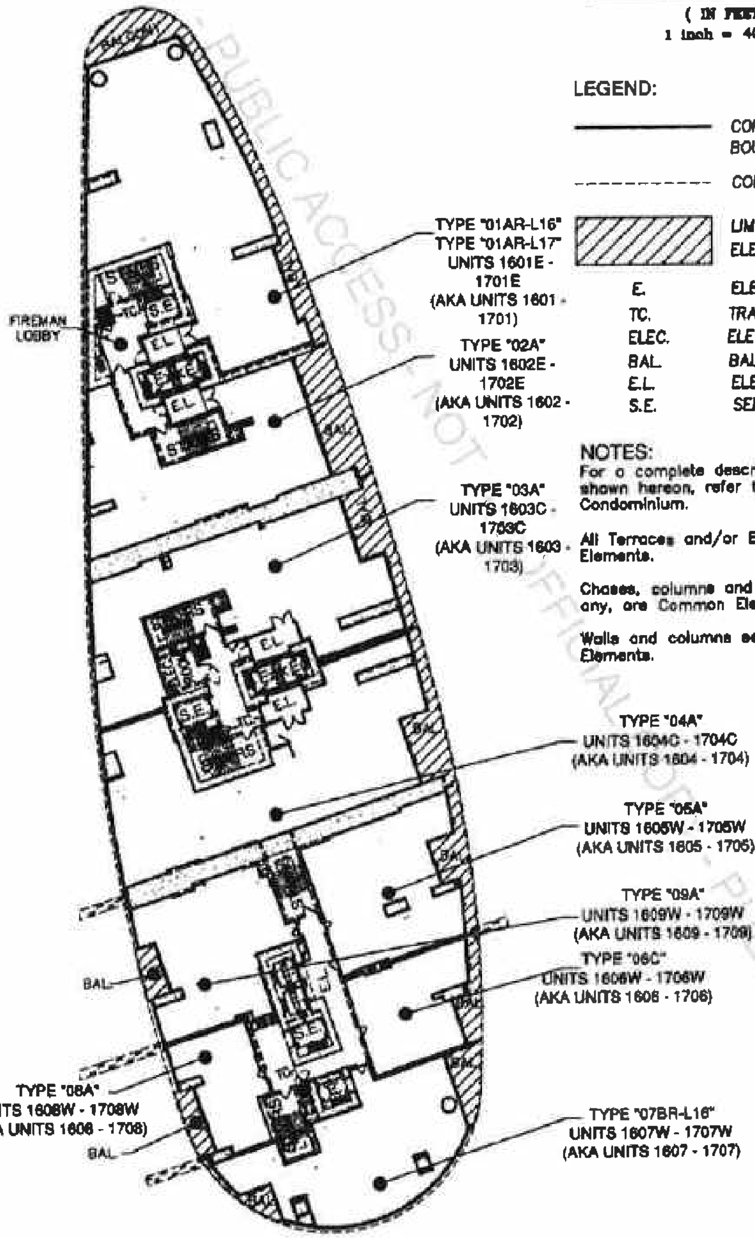
Walls and columns separating units are Common Elements.



Cad No. 220878F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

16TH & 17TH LEVEL FLOOR PLAN

SHEET 23 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
T.C.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

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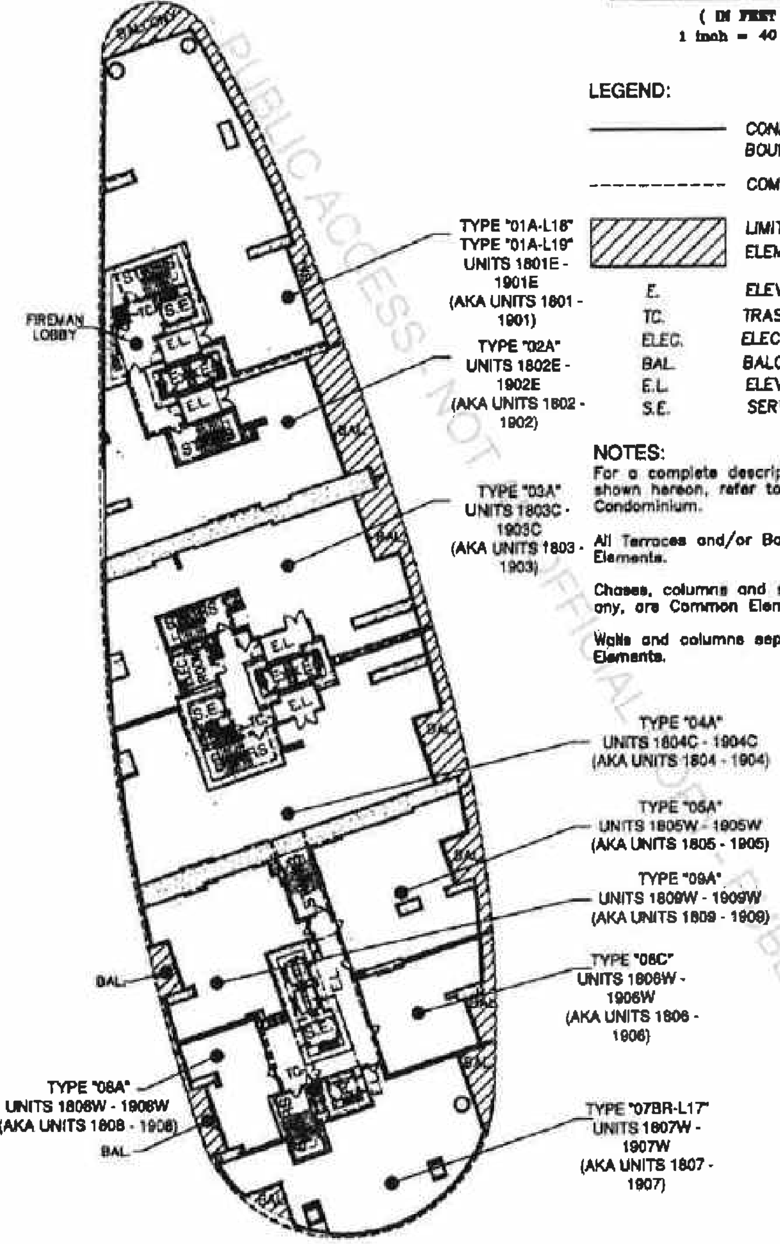
Walls and columns separating units are Common Elements.



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18TH & 19TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 24 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

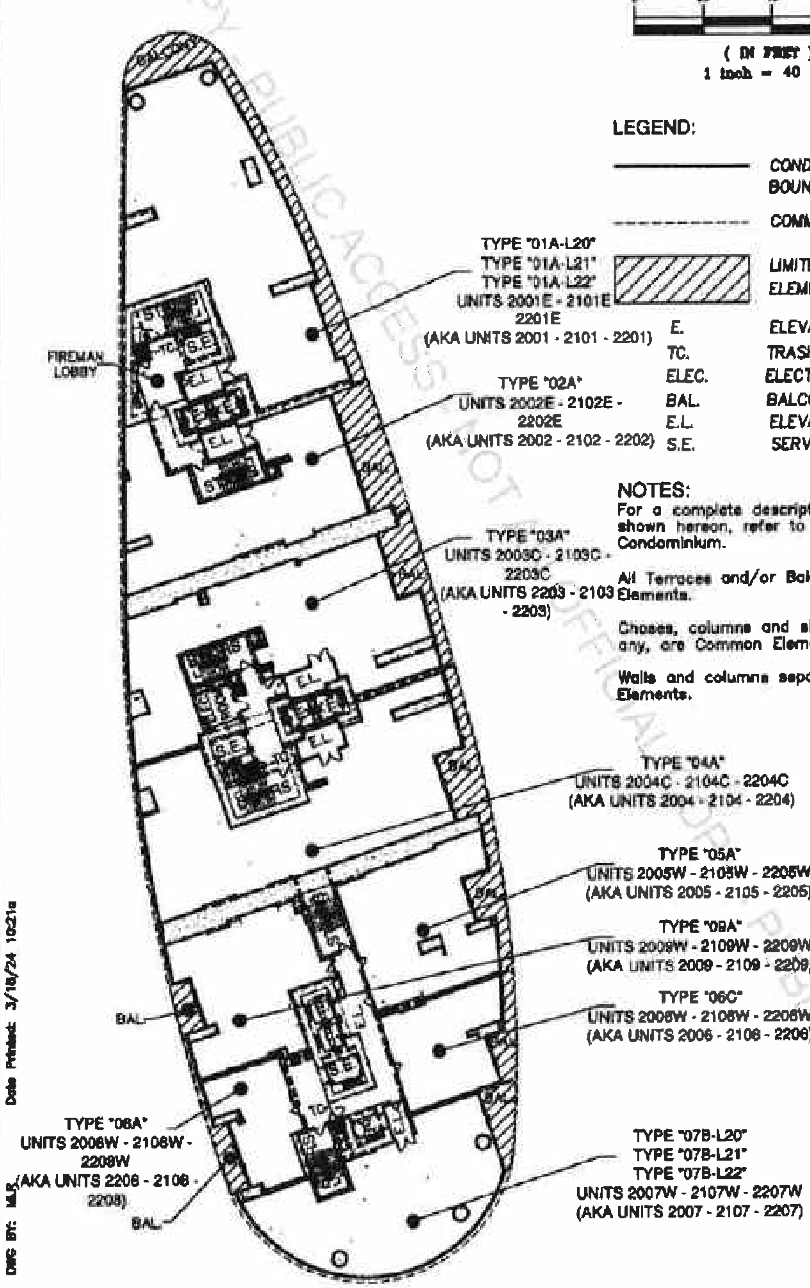
NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 220879F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

20TH THROUGH 22ND LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 25 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE
0 20 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND:

———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - -	COMMON ELEMENT
//////	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

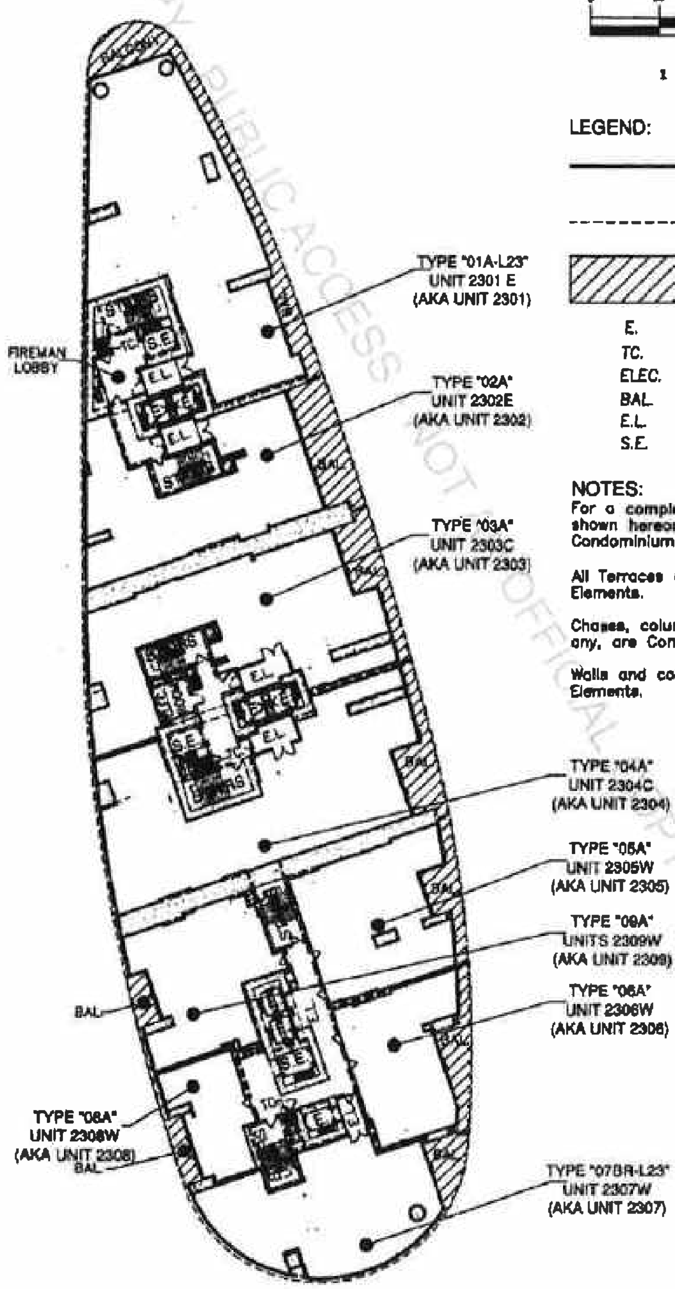


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EXHIBIT 2

23RD LEVEL FLOOR PLAN

SHEET 26 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

N

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

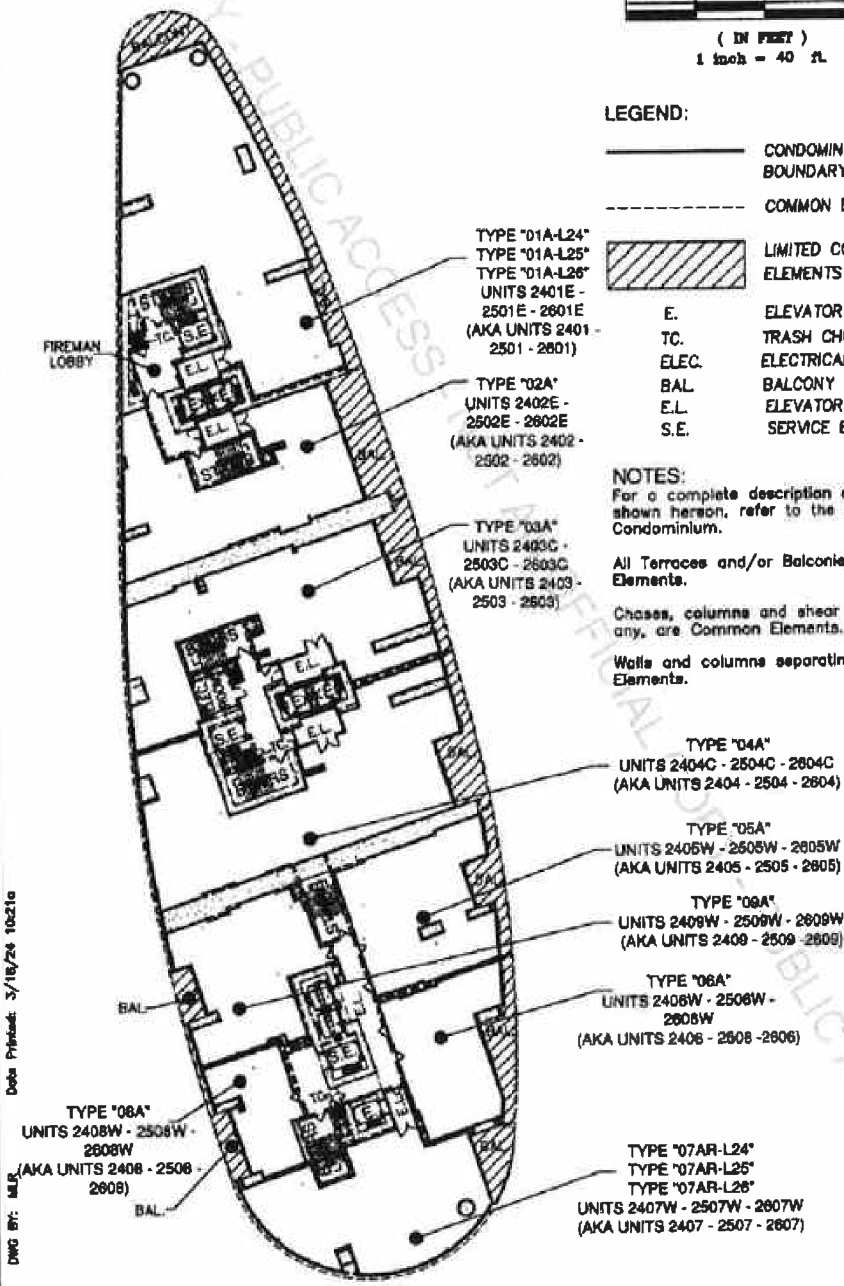
————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 220879F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

24TH THROUGH 26TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 27 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

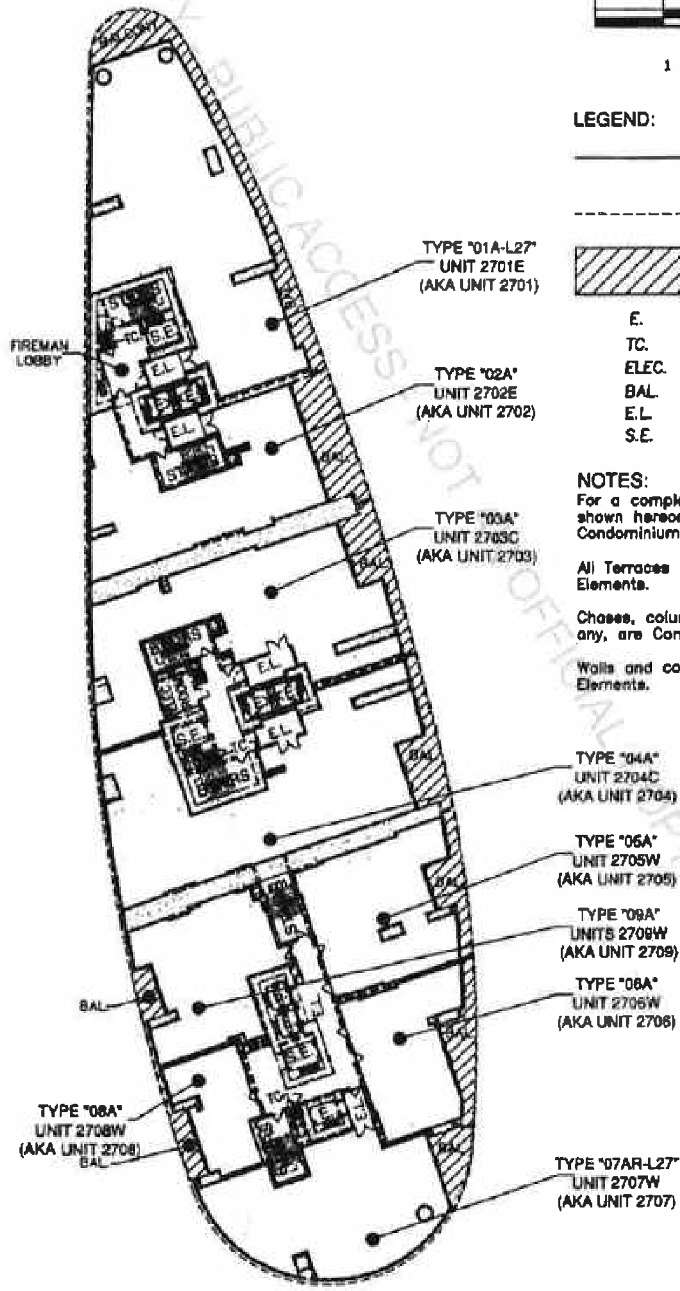
————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 220579F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

27TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 28 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

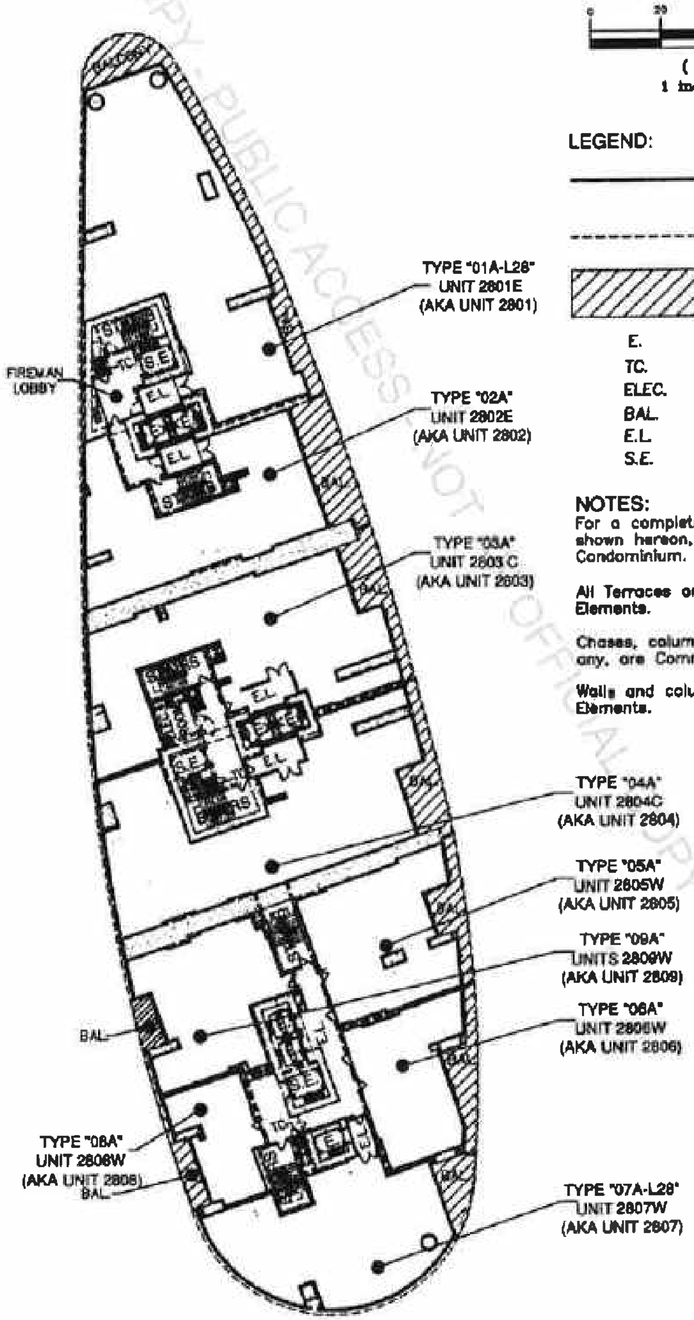
———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



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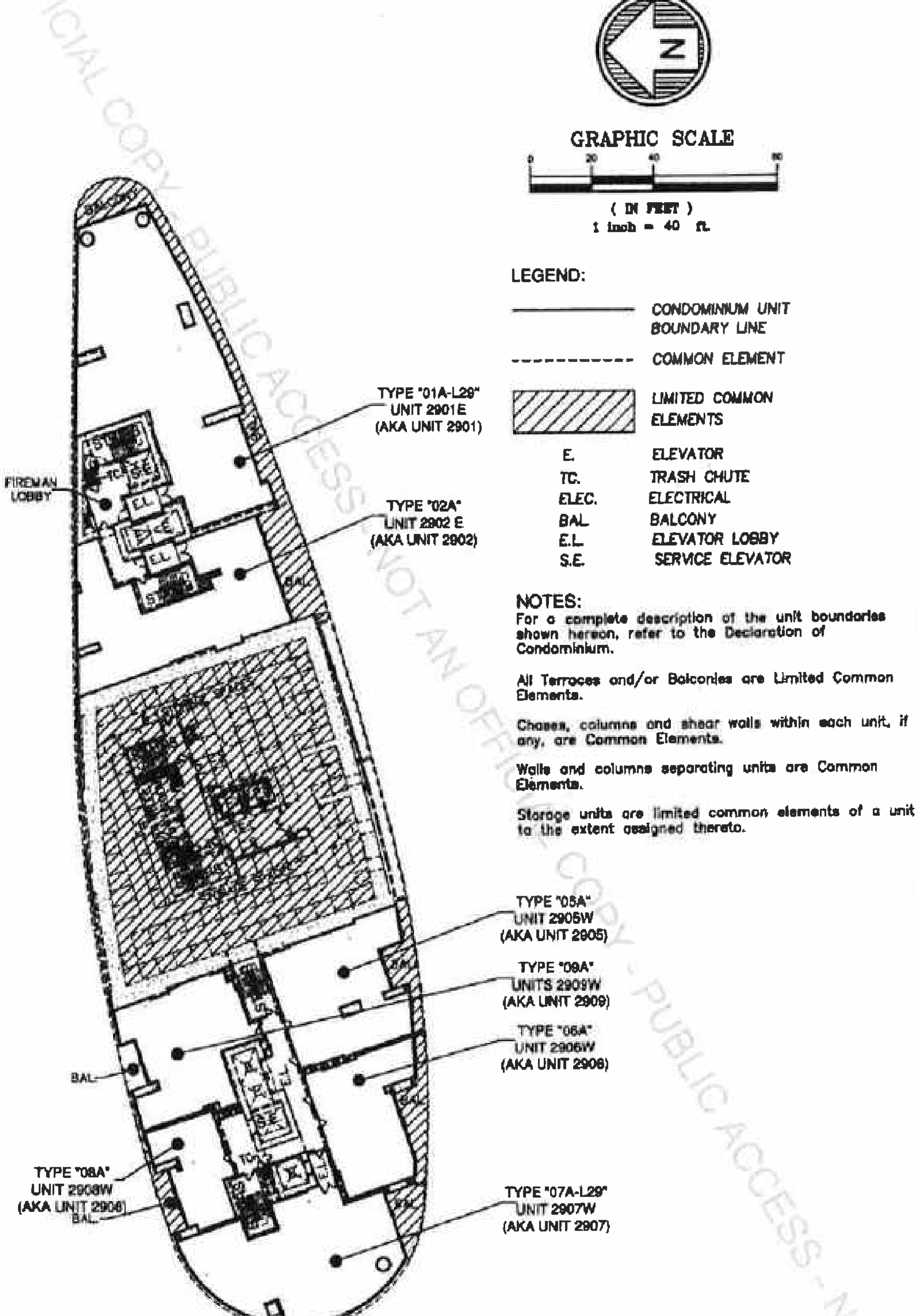
28TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 29 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Storage units are limited common elements of a unit to the extent assigned thereto.

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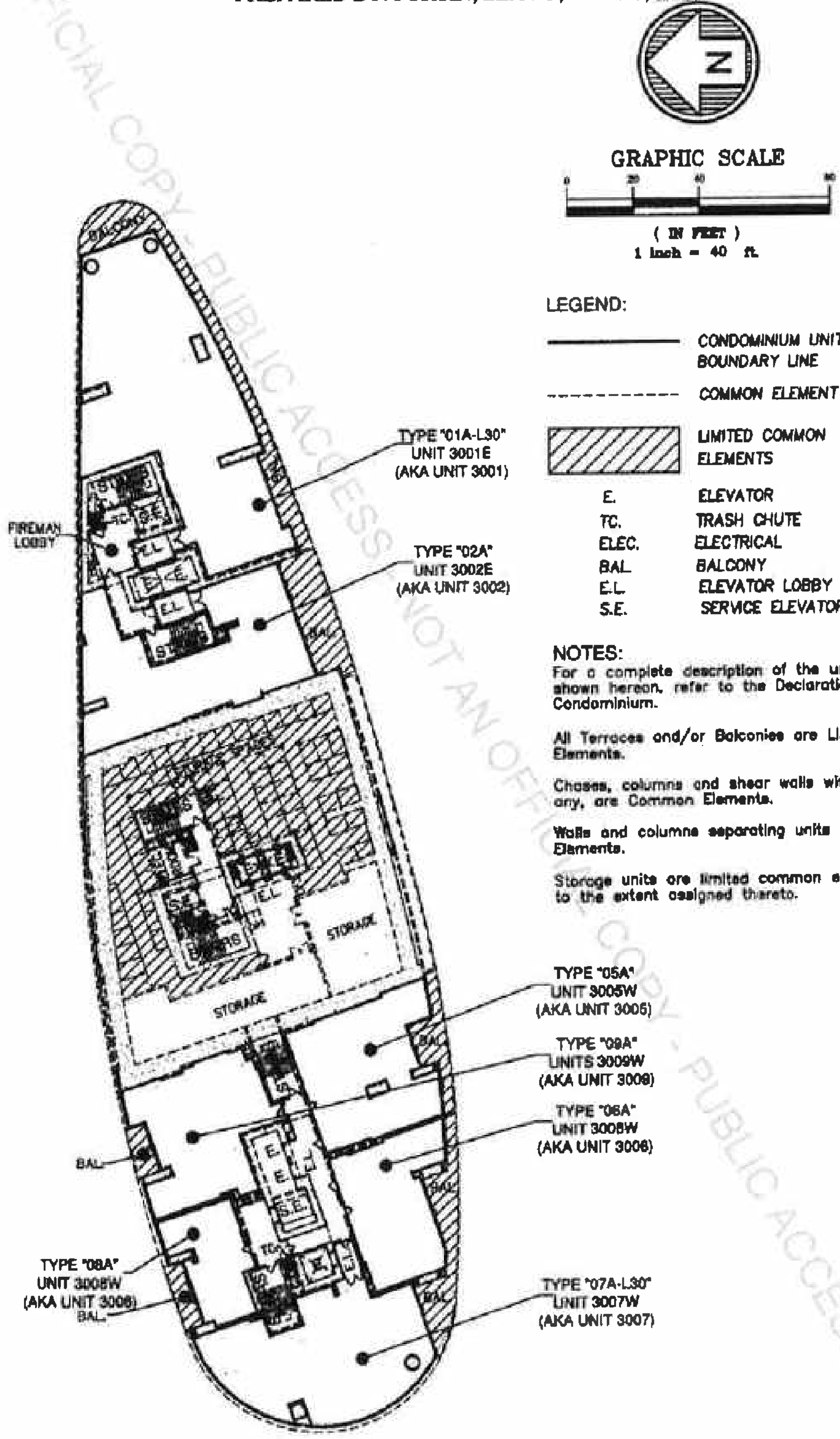
29TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 30 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Storage units are limited common elements of a unit to the extent assigned thereto.

Cad No. 22067RF1 DWG BY: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

30TH LEVEL FLOOR PLAN

SHEET 31 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE
0 20 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND:

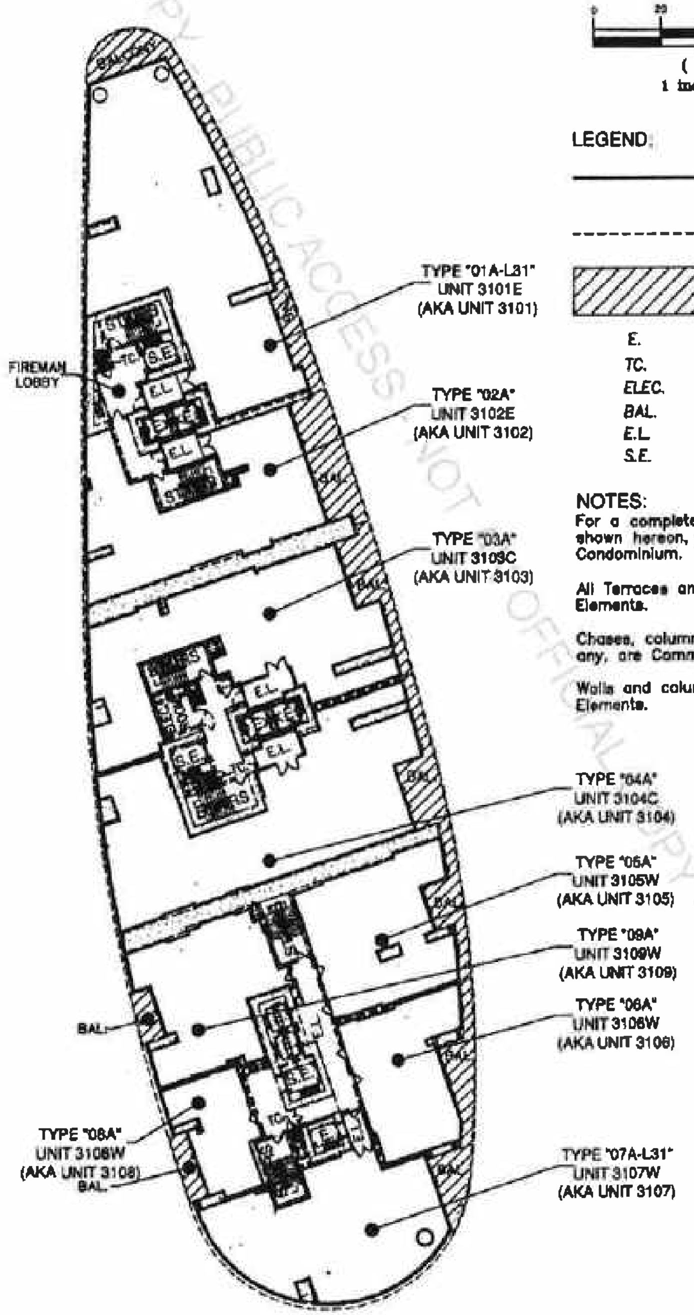
———————	CONDOMINIUM UNIT BOUNDARY LINE
-----------	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 220579F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

31ST LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 32 OF 66

300 BISCAYNE BOULEVARD WAY,

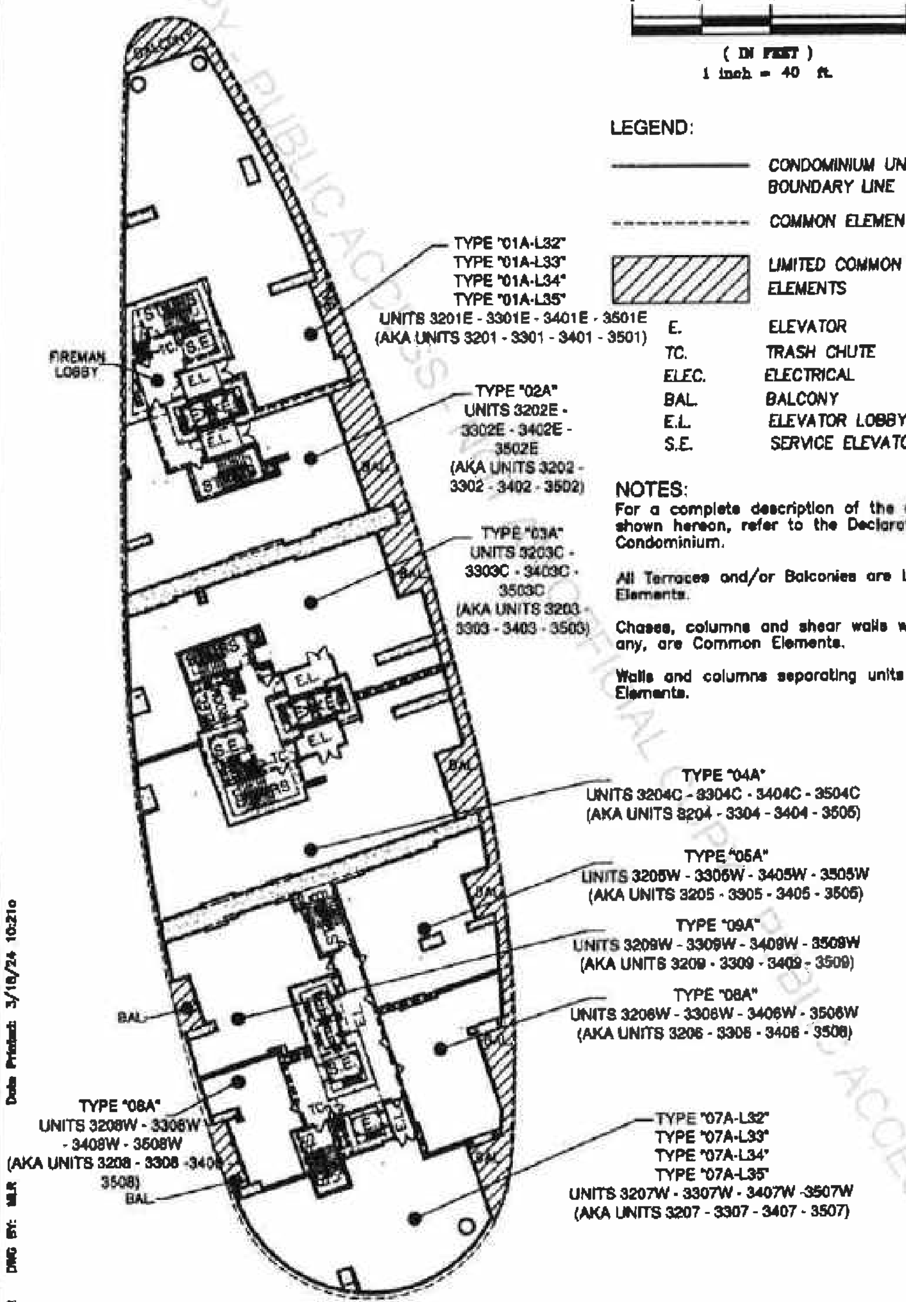
A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.



LEGEND:

————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

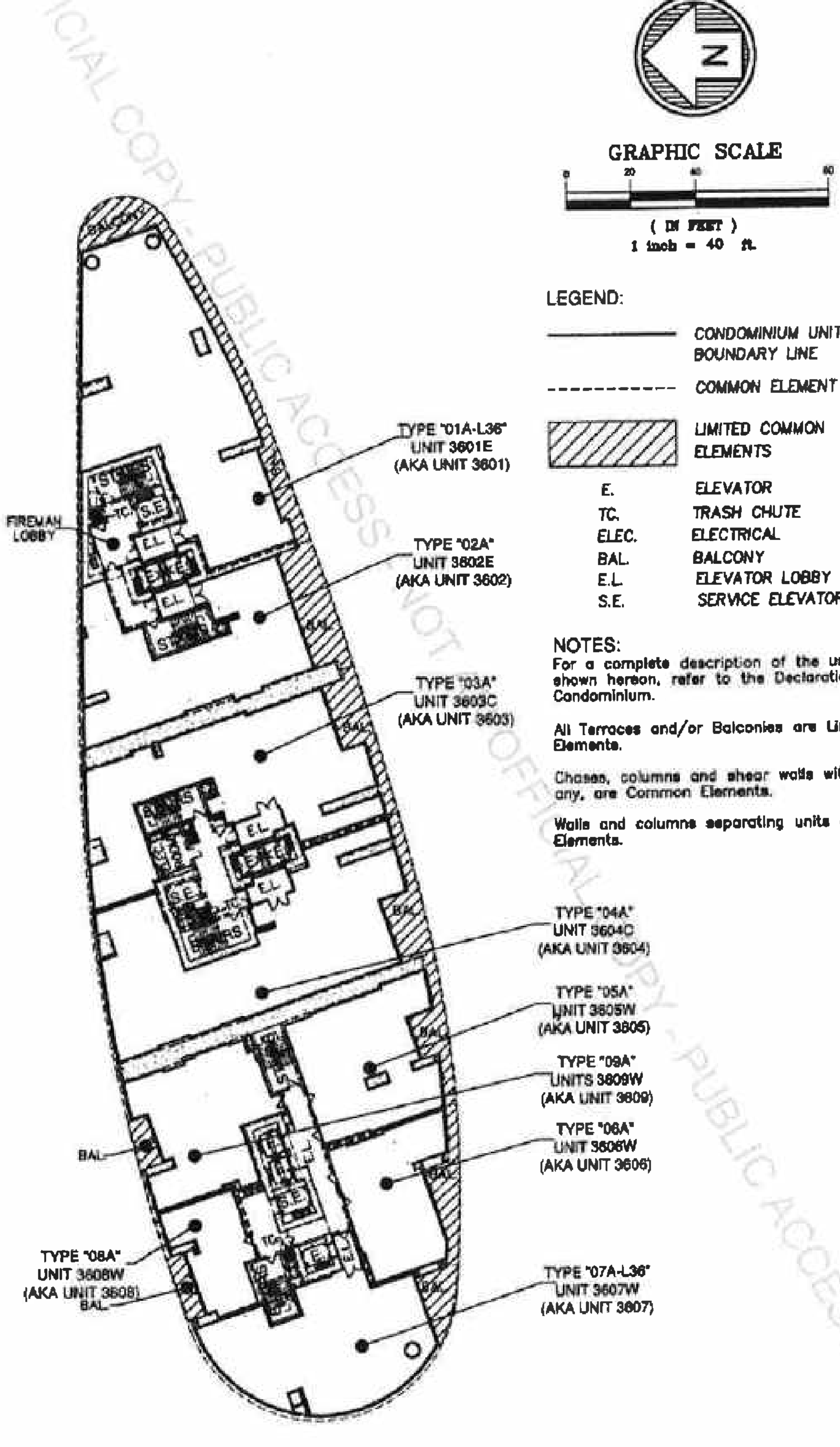
Cad No. 220879F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

32ND THROUGH 35TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 33 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 220876F1 DWG BY: MLR Date Printed: 3/15/24 10:21a

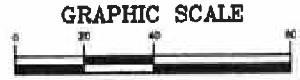
EXHIBIT 2

36TH LEVEL FLOOR PLAN

SHEET 34 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LEGEND:

(solid line)	CONDOMINIUM UNIT BOUNDARY LINE
(dashed line)	COMMON ELEMENT
(hatched area)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY

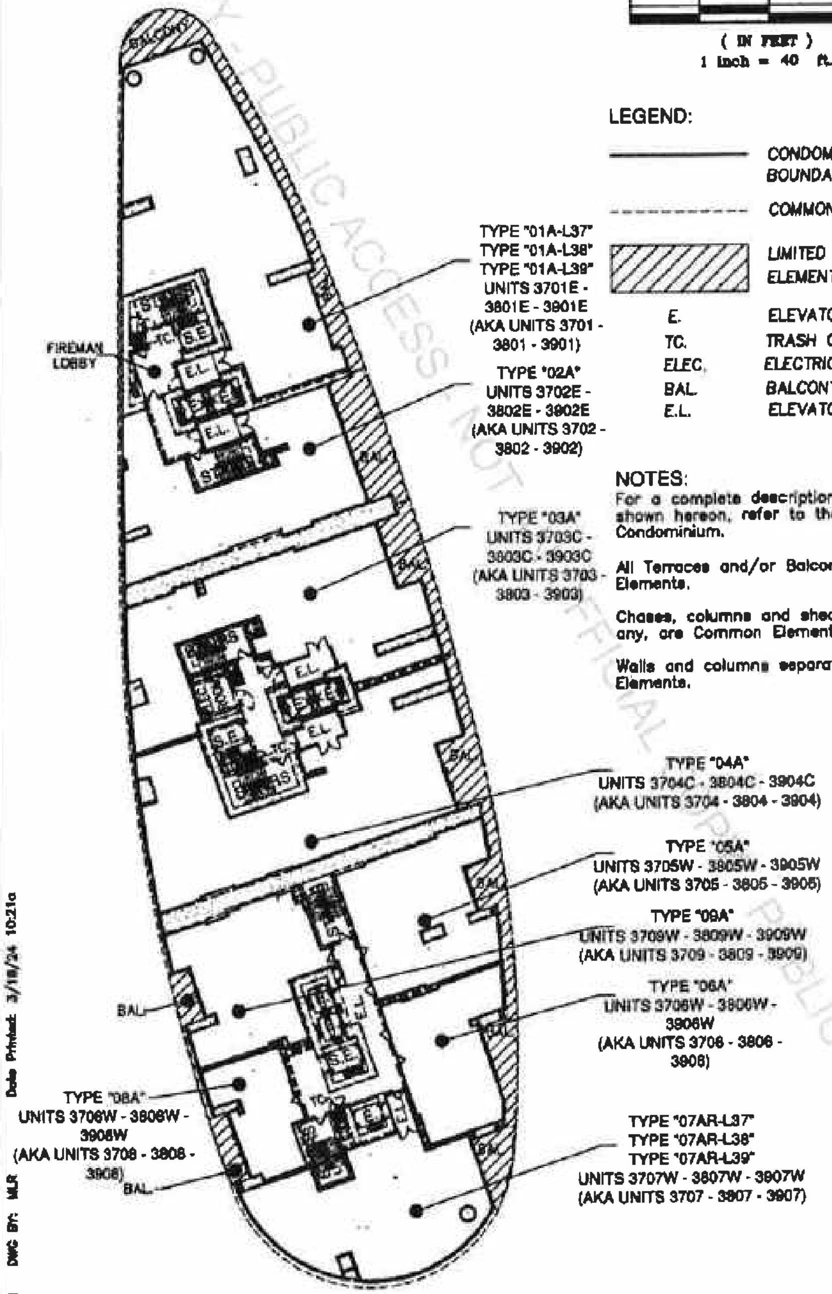
NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



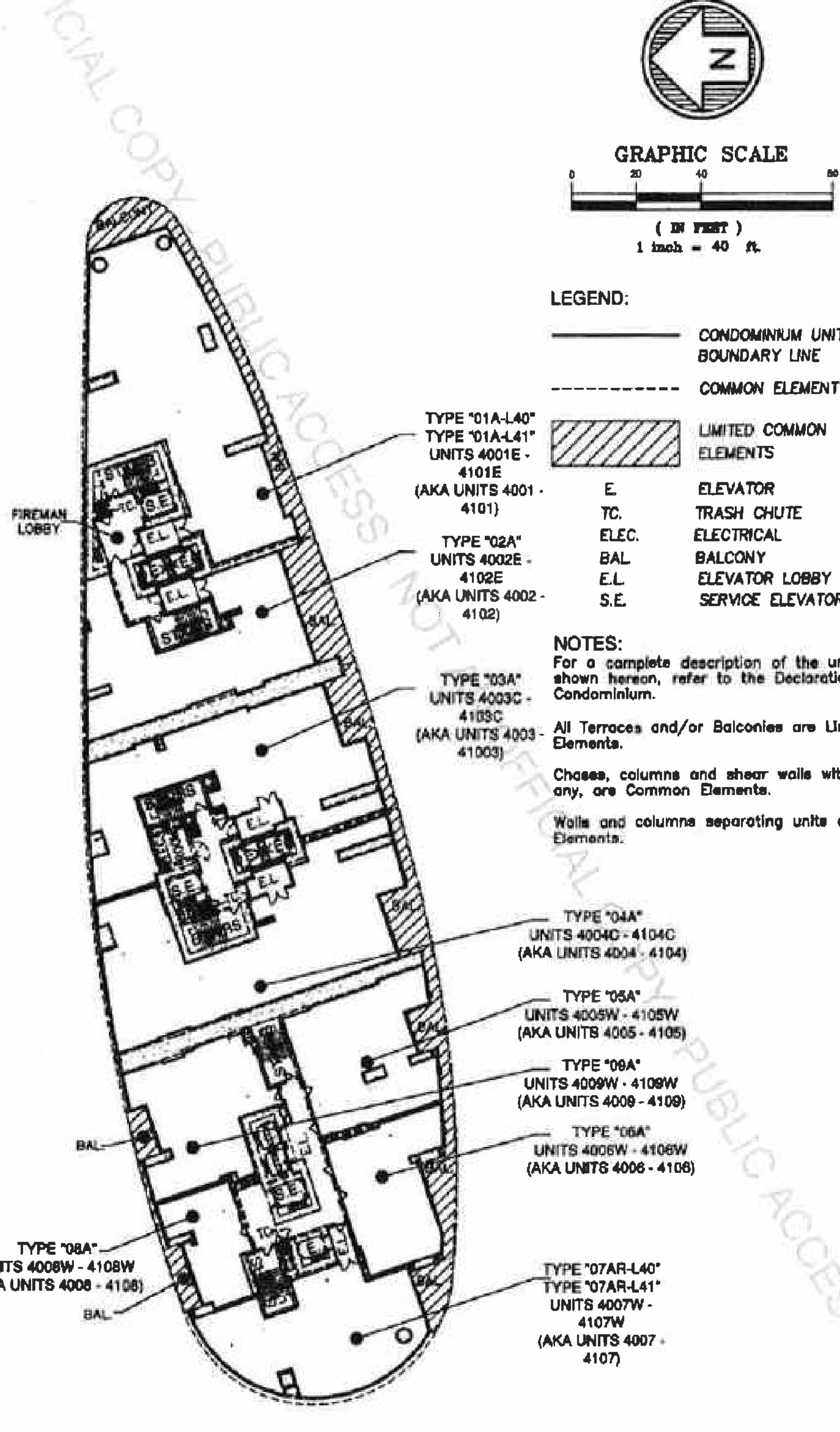
Cad No. 22067SF1 DWG BY: MLR Date Printed: 3/18/24 10:21a

37TH THROUGH 39TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 35 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL	BALCONY
E.L	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

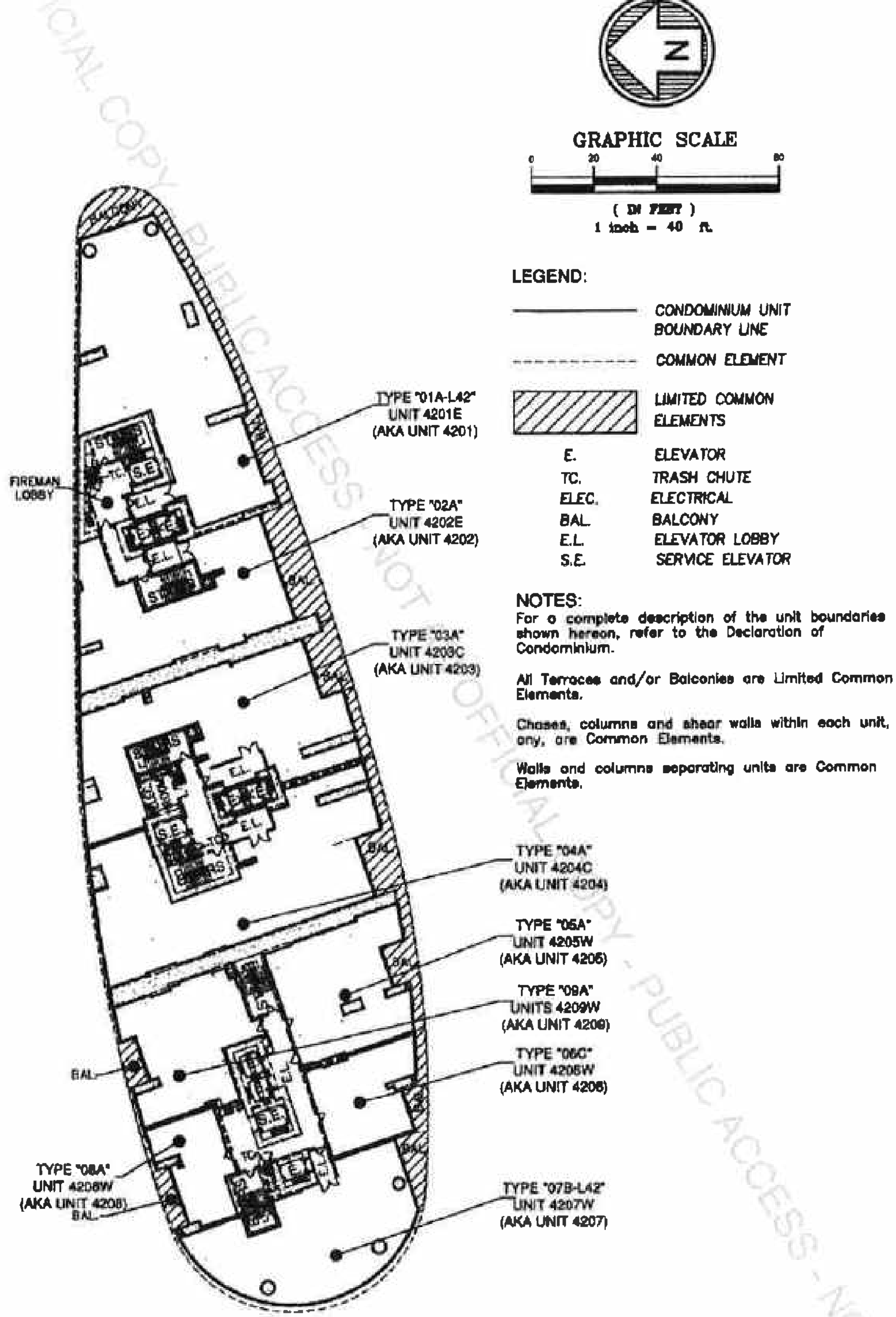
Cad No. 220579F1 Dwg By: MLR Date Printed: 3/18/24 10:21a

40TH & 41ST LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 36 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

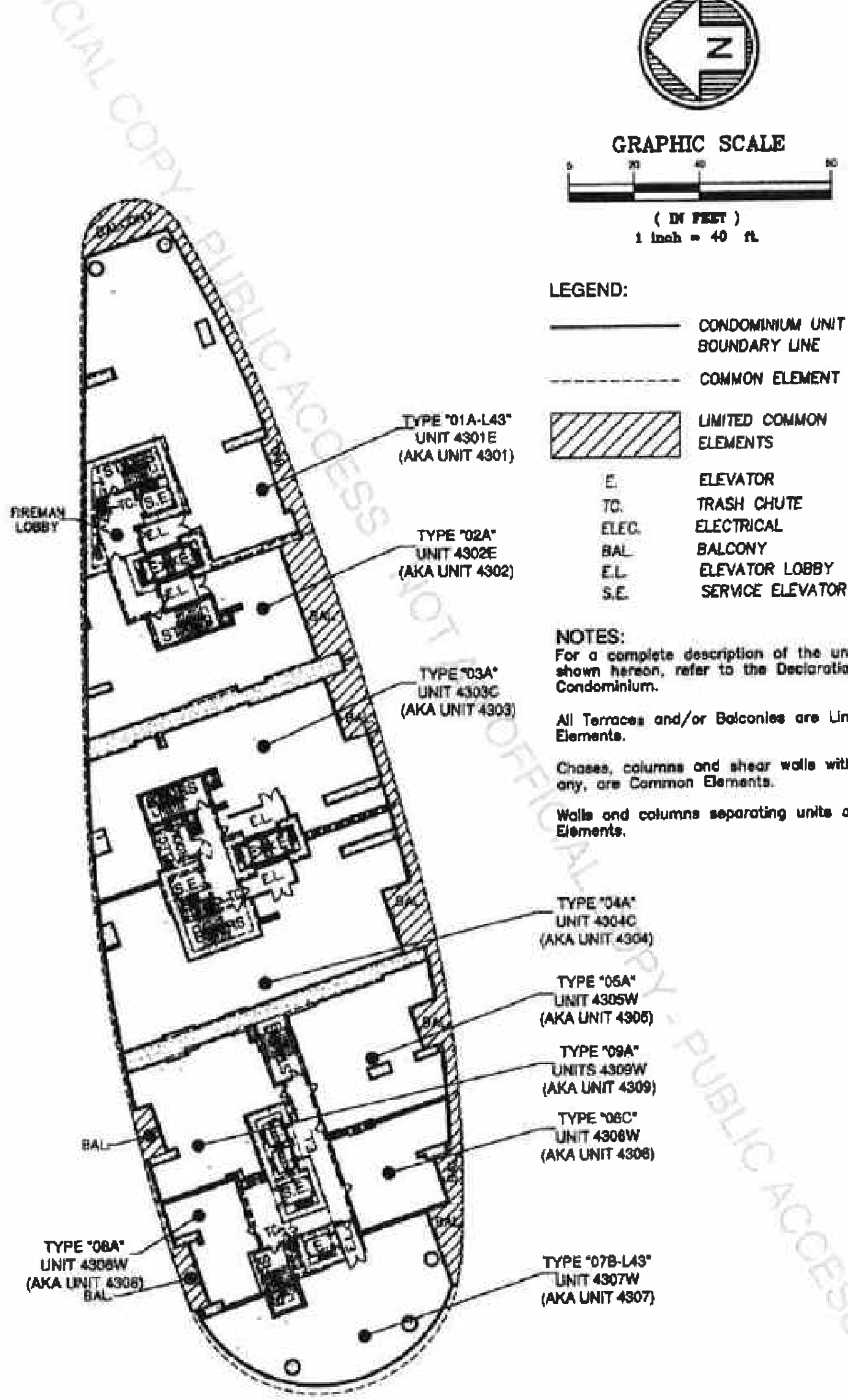
Cad No. 220679FT DWG BY: MLR Date Printed: 3/18/24 10:21a

42ND LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 37 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

(solid line)	CONDOMINIUM UNIT BOUNDARY LINE
(dashed line)	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 220679F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

43RD LEVEL FLOOR PLAN

SHEET 38 OF 66

300 BISCAYNE BOULEVARD WAY,

A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

N

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

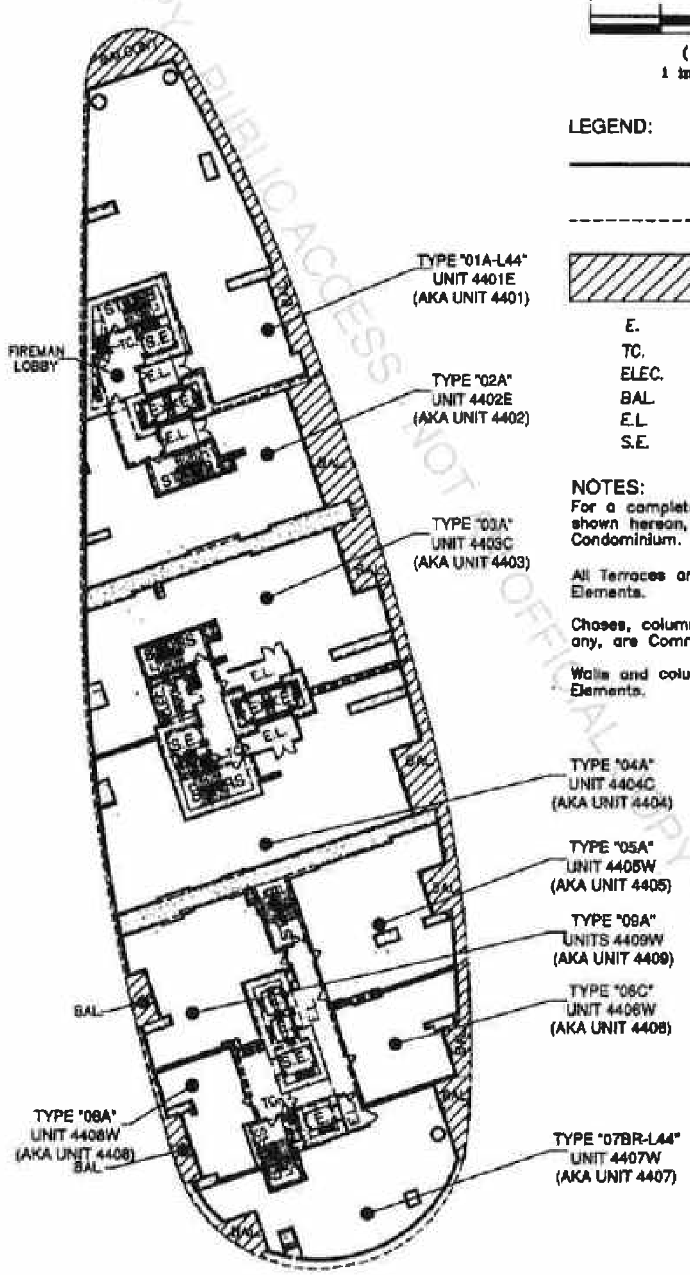
NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 2205761 Dwg By: MLR Date Printed: 3/15/24 10:21a

44TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 39 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

LEGEND:

————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

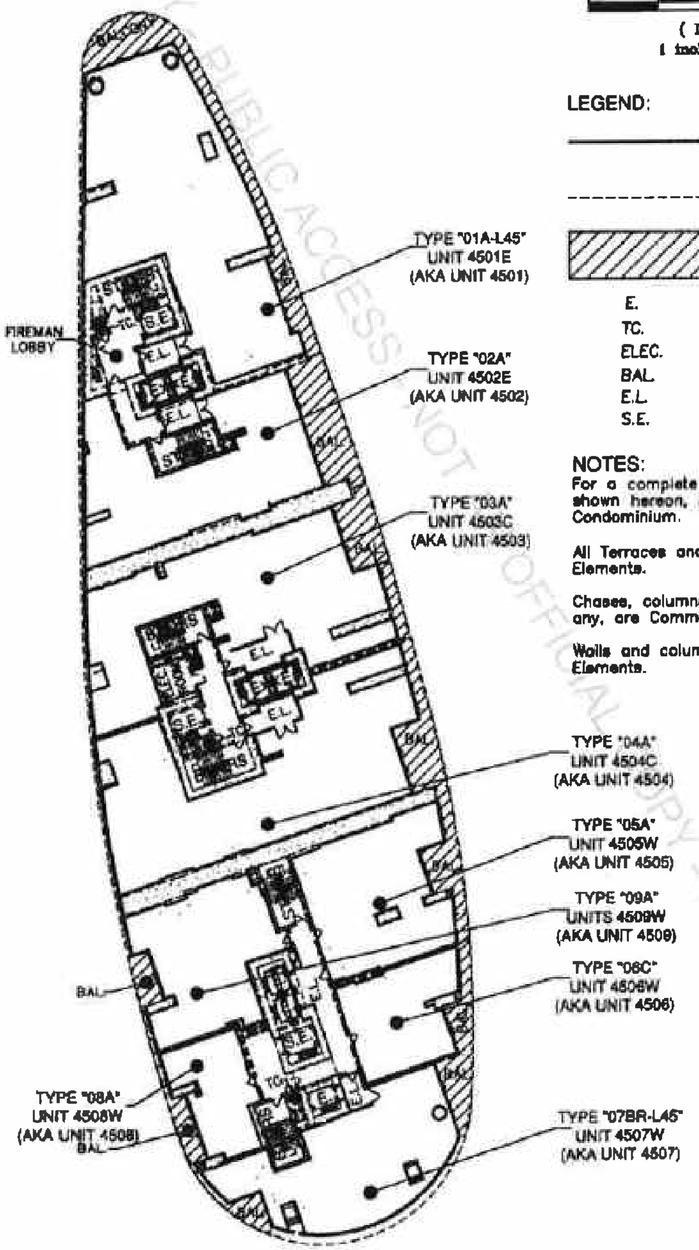
NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



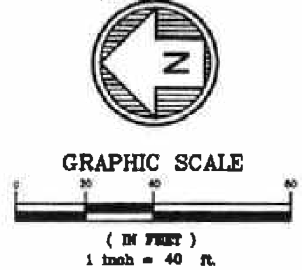
Cad No. 220879F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

45TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 40 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

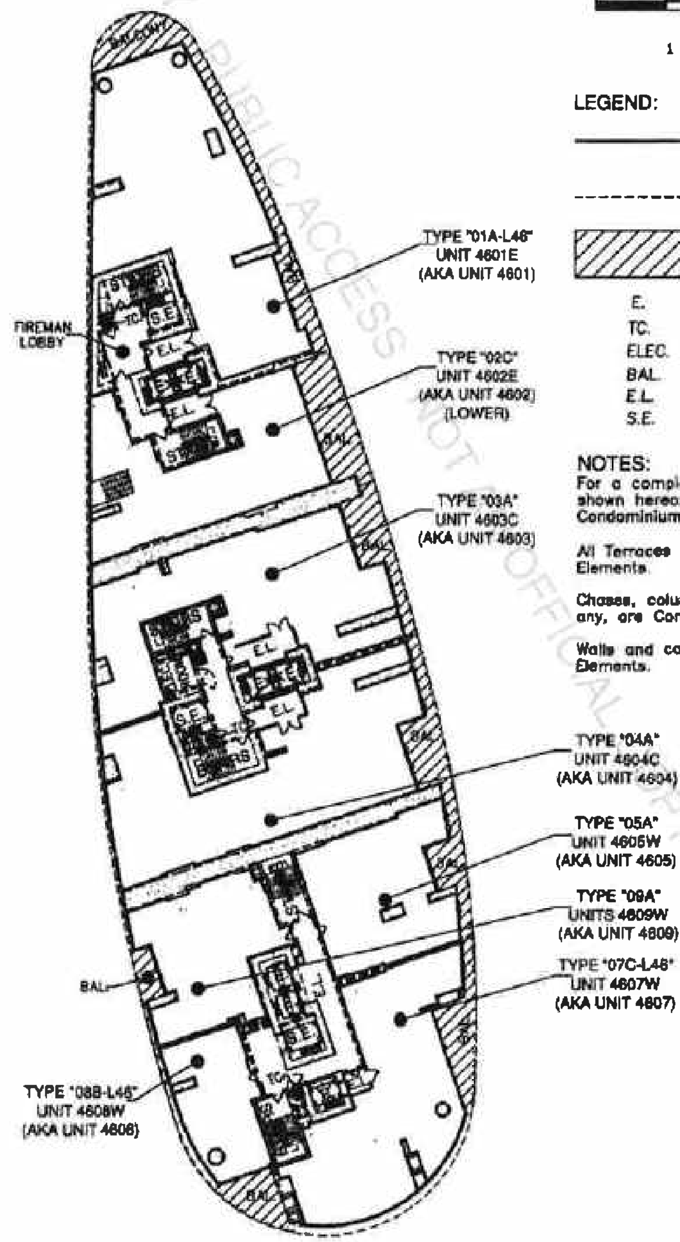
————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - - -	COMMON ELEMENT
//////	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 220579F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

46TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 41 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

CONDOMINIUM UNIT BOUNDARY LINE

COMMON ELEMENT

LIMITED COMMON ELEMENTS

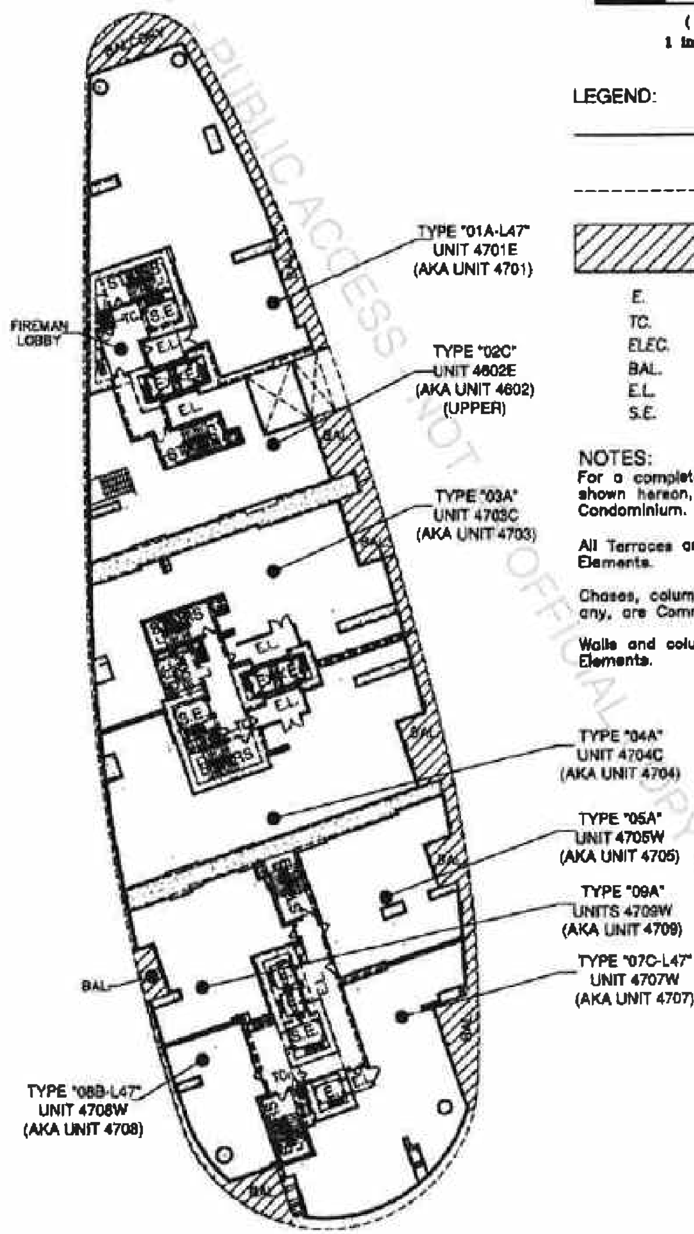
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



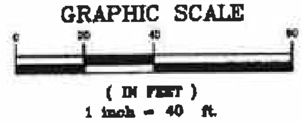
Cad No. 22087WF1 DWG BY: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

47TH LEVEL FLOOR PLAN

SHEET 42 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

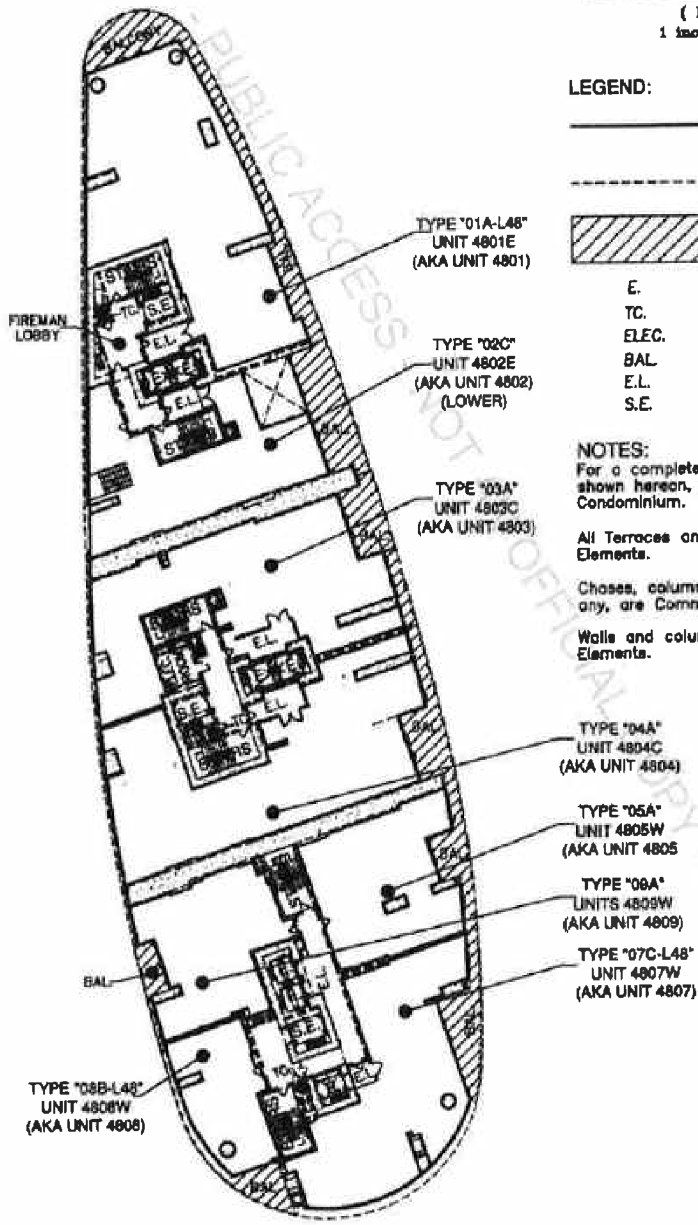
———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



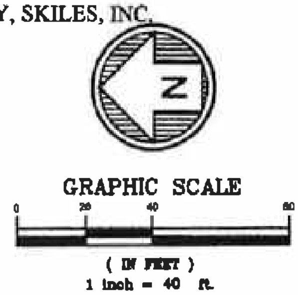
Cad No. 220879F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

48TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 43 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



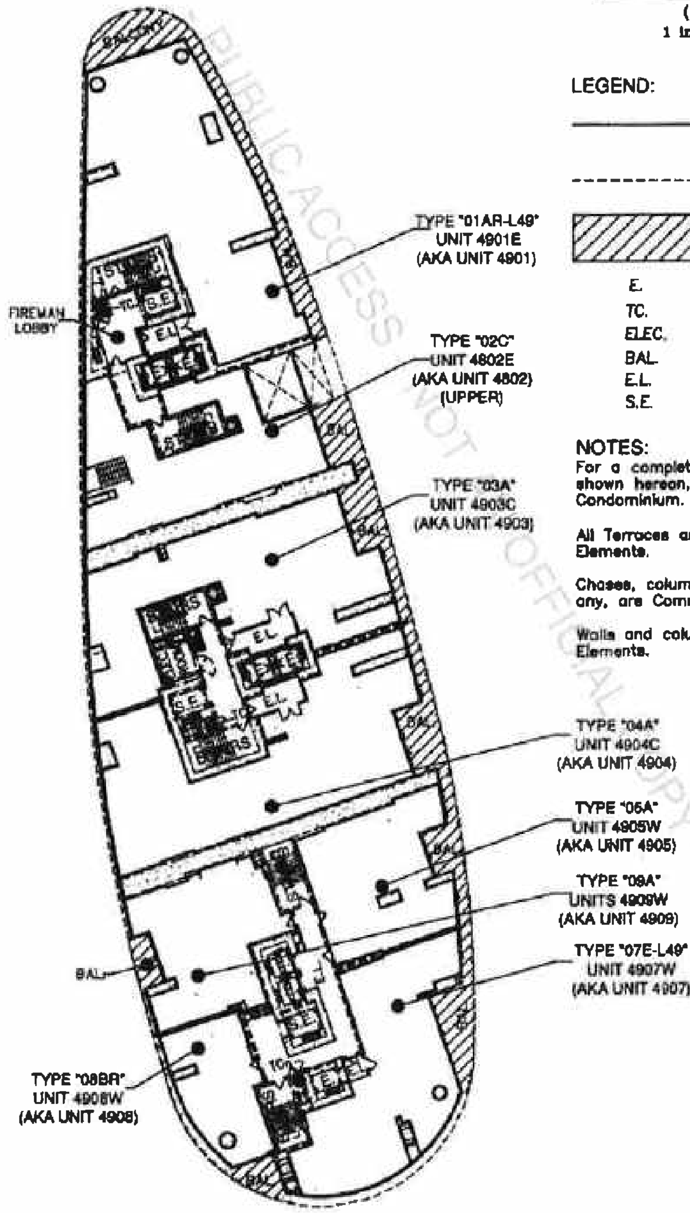
LEGEND:

CONDOMINIUM UNIT BOUNDARY LINE

COMMON ELEMENT

LIMITED COMMON ELEMENTS

E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR



NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 220679F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

49TH LEVEL FLOOR PLAN

SHEET 44 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

N

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

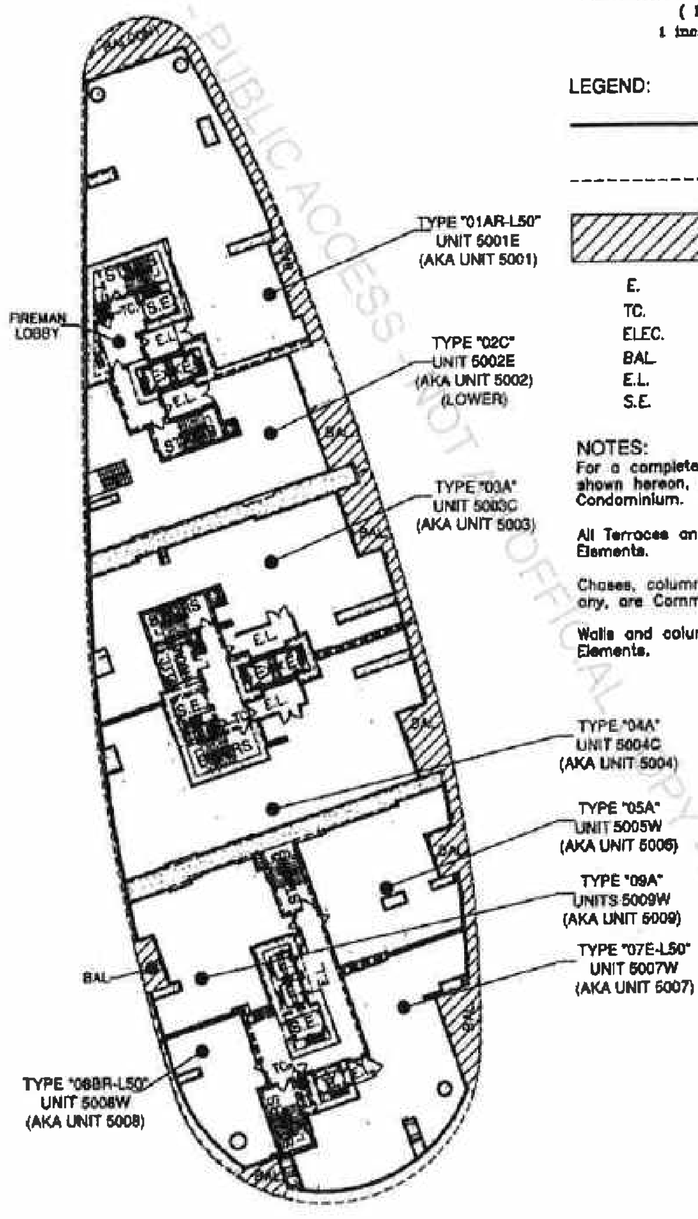
———————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



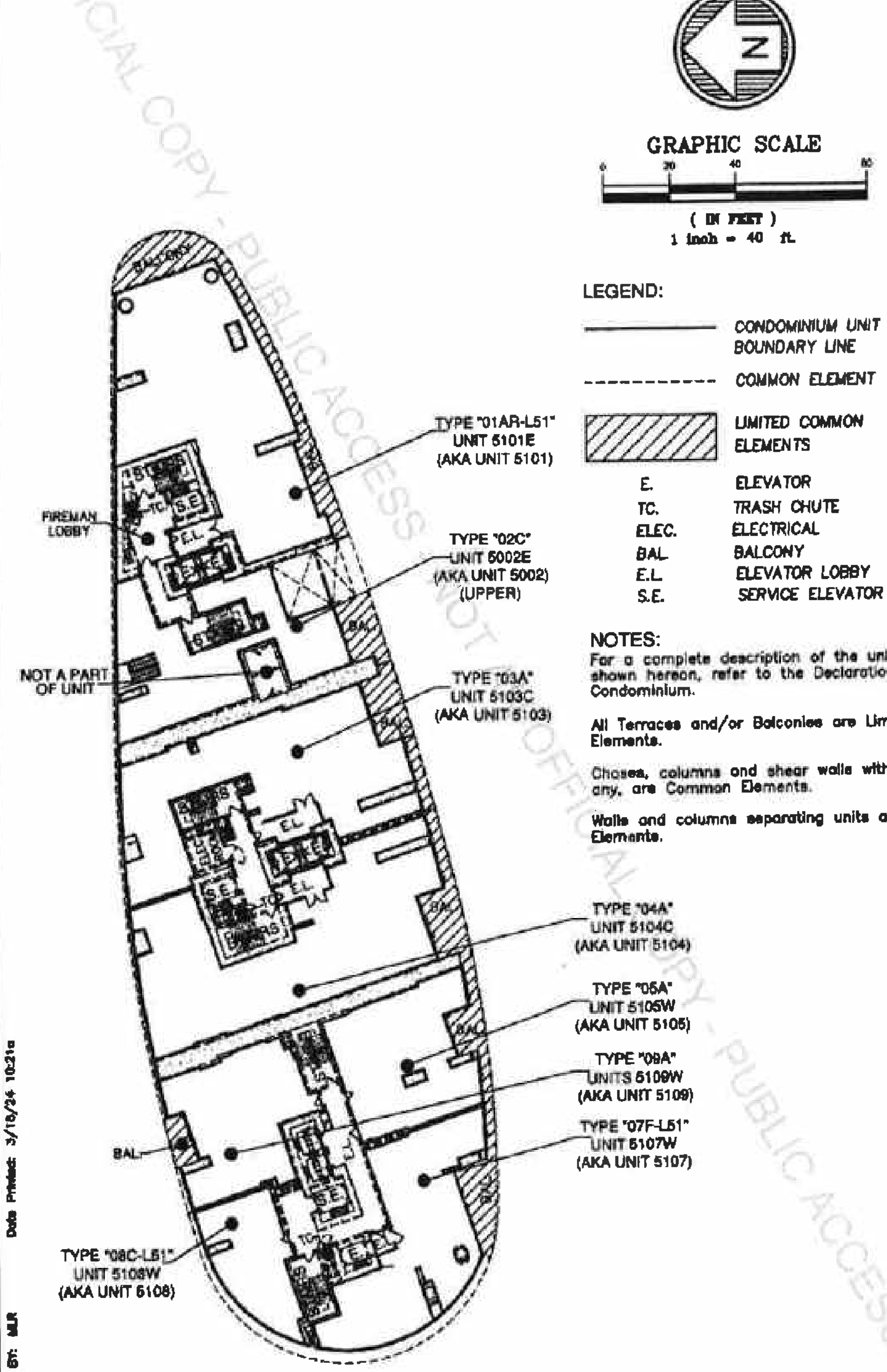
Cad No. 220676F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

50TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 45 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 22057PF1 DWG BY: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

51ST LEVEL FLOOR PLAN

SHEET 46 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

LEGEND:

CONDOMINIUM UNIT BOUNDARY LINE

COMMON ELEMENT

LIMITED COMMON ELEMENTS

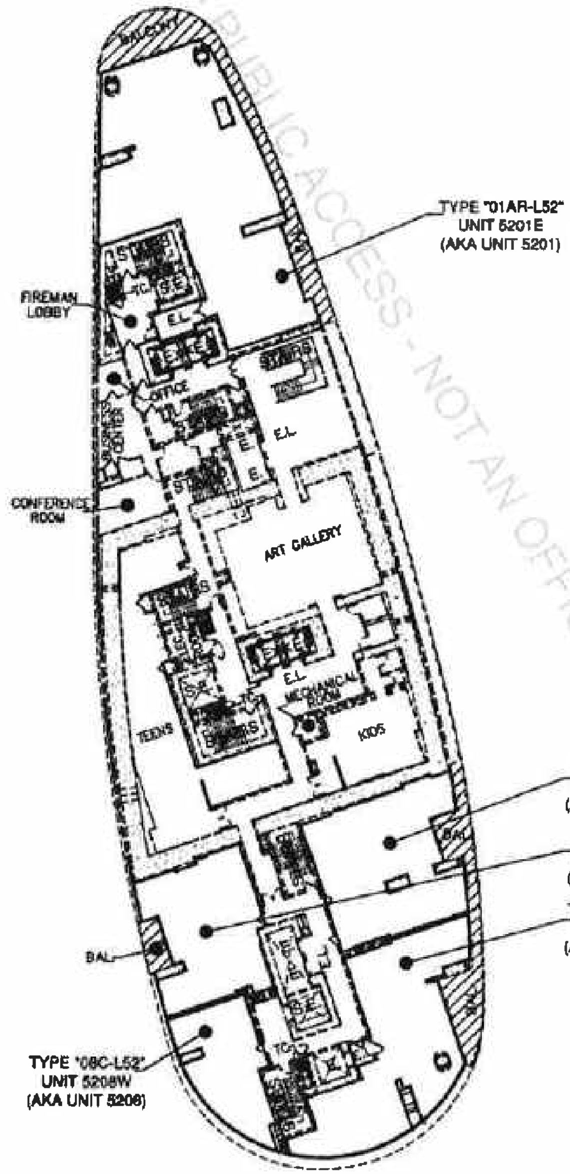
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



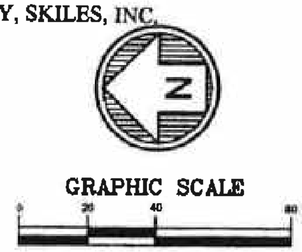
Cad No. 223578F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

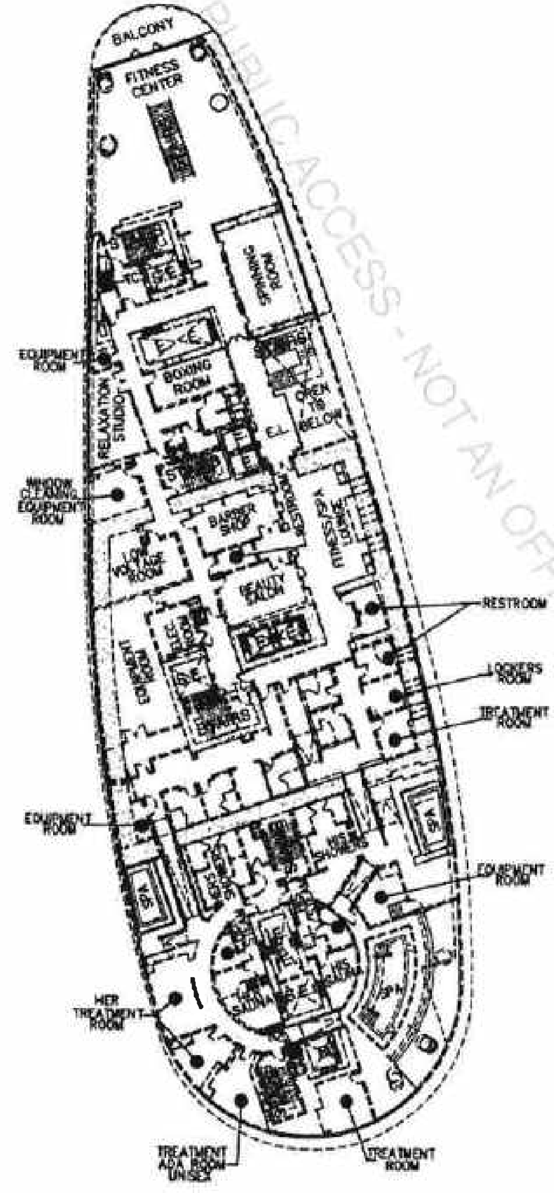
EXHIBIT 2

52ND LEVEL FLOOR PLAN

SHEET 47 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.





LEGEND:

————————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - - - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 22057FP1 DWG By: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

53RD LEVEL FLOOR PLAN

SHEET 48 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
//////	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

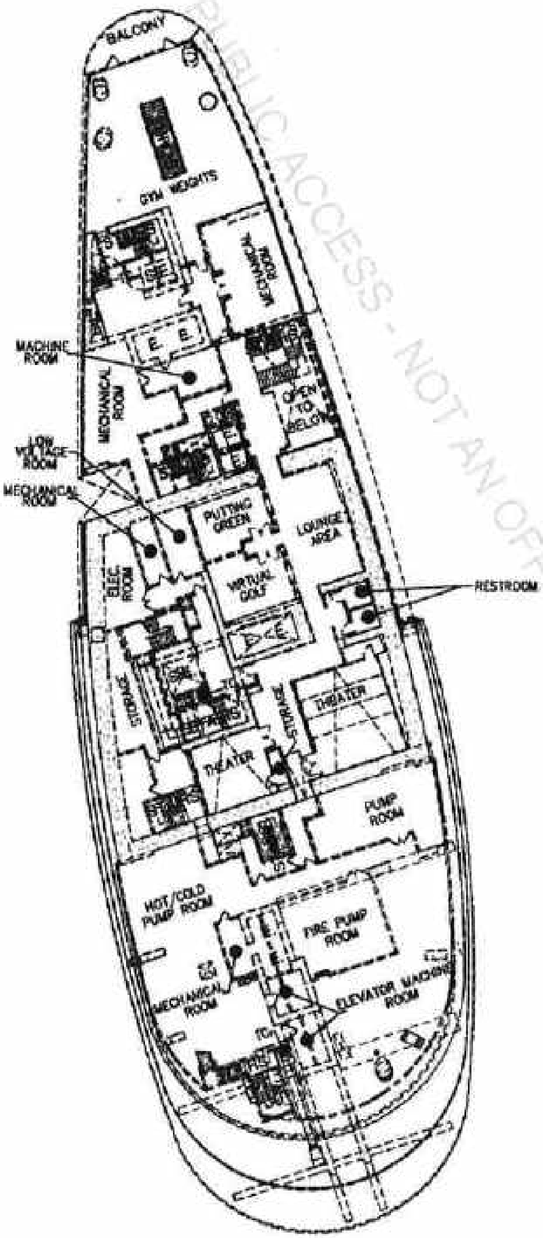
NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 22087BF1 DWG BY: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

54TH LEVEL FLOOR PLAN

SHEET 49 OF 66

300 BISCAYNE BOULEVARD WAY,

A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

————————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

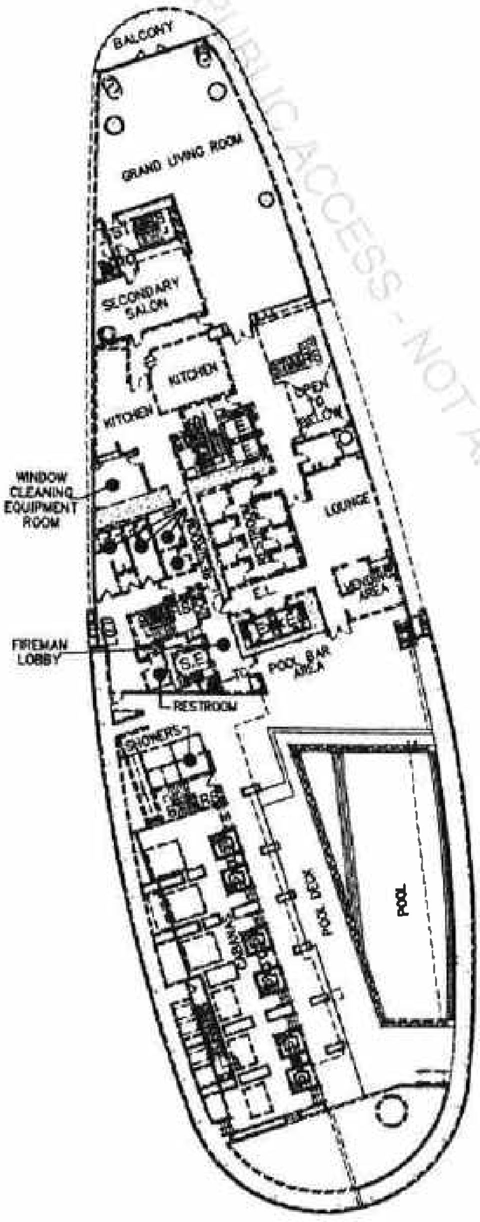
NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 22087WF1 DWG BY: MLR Date Printed: 3/18/24 10:21a

55TH LEVEL FLOOR PLAN

EXHIBIT 2

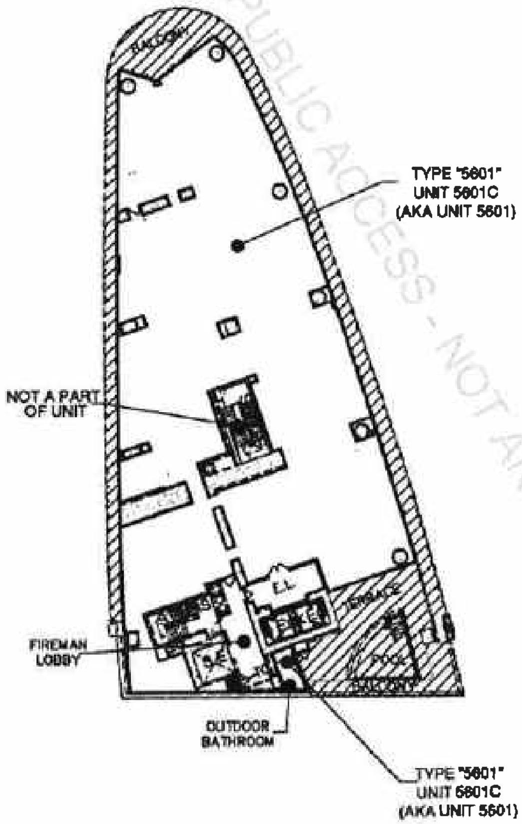
SHEET 50 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.



LEGEND:

————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
T.C.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 22087871 DWG BY: MLR Date Printed: 3/18/24 10:21a

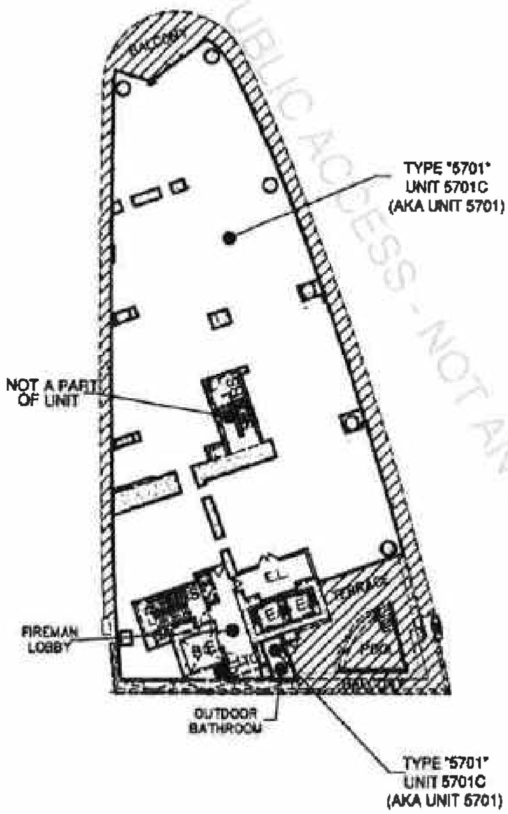
EXHIBIT 2

56TH LEVEL FLOOR PLAN

SHEET 51 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE
0 20 40 80
(IN FEET)
1 inch = 40 ft.



LEGEND:

———————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 220679F1 DWG By: MJR Date Printed: 3/18/24 10:21a

57TH LEVEL FLOOR PLAN

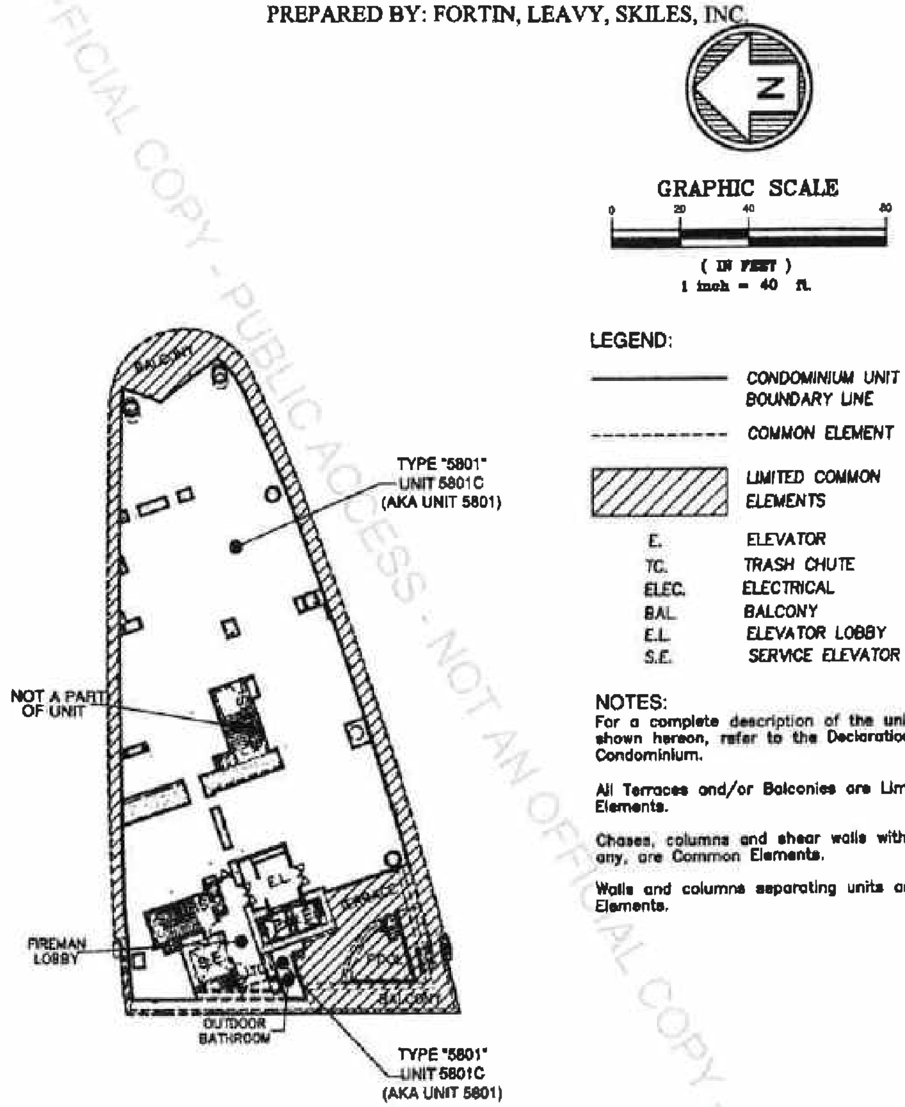
EXHIBIT 2

SHEET 52 OF 66

300 BISCAYNE BOULEVARD WAY,

A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.



NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 2206791 Dwg By: MLR Date Printed: 3/15/24 10:21a

58TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 53 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

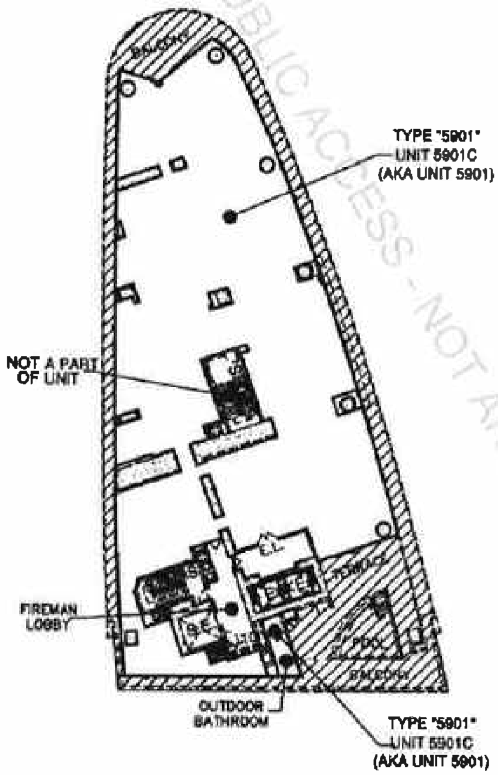
———————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - - - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 22067RF1 DWG BY: MLR Date Printed: 3/18/24 10:21a

59TH LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 54 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

N

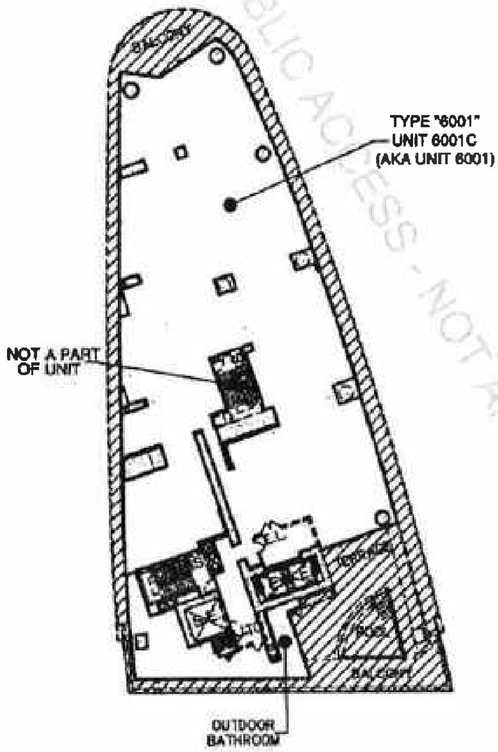
GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
T.C.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR



NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 22067871 DWG BY: MLR Date Printed: 3/18/24 10:21a

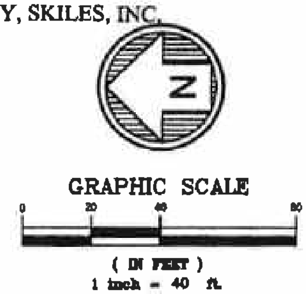
EXHIBIT 2

60TH LEVEL FLOOR PLAN

SHEET 55 OF 66

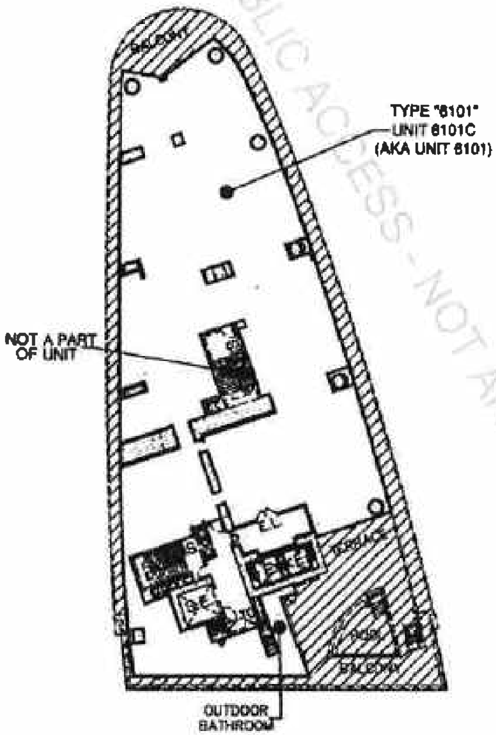
300 BISCAYNE BOULEVARD WAY,
A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
T.C.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR



NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 220579F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

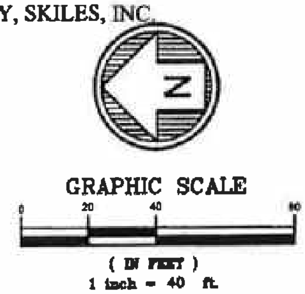
EXHIBIT 2

61ST LEVEL FLOOR PLAN

SHEET 56 OF 66

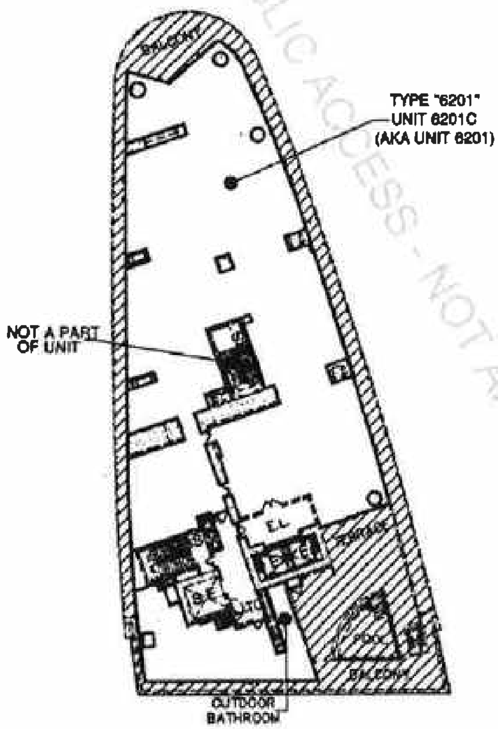
300 BISCAYNE BOULEVARD WAY,
A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.



LEGEND:

————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
//////	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR



NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 22067971 DWG BY: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

62ND LEVEL FLOOR PLAN

SHEET 57 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

N

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

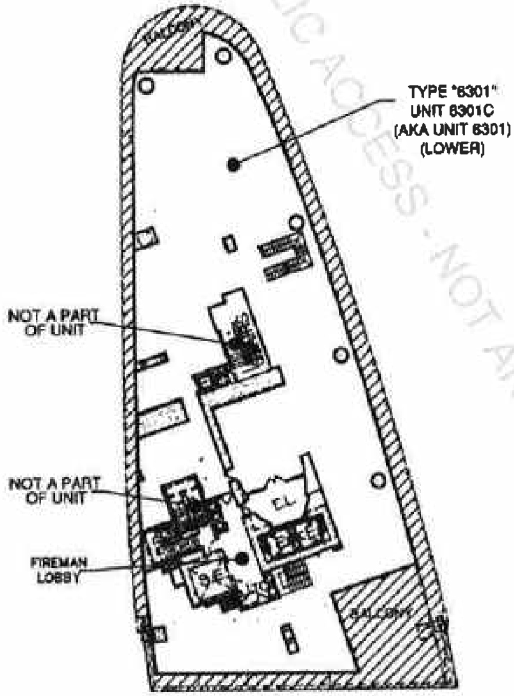
———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Date Printed: 3/18/24 10:21a

63RD LEVEL FLOOR PLAN

EXHIBIT 2

SHEET 58 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

———	CONDOMINIUM UNIT BOUNDARY LINE
- - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
T.C.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

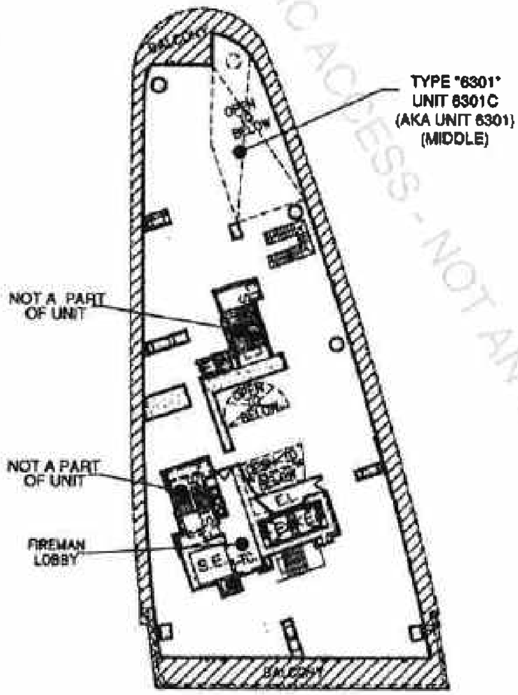
NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Date Printed: 3/18/24 10:21a

EXHIBIT 2

64TH LEVEL FLOOR PLAN

SHEET 59 OF 66

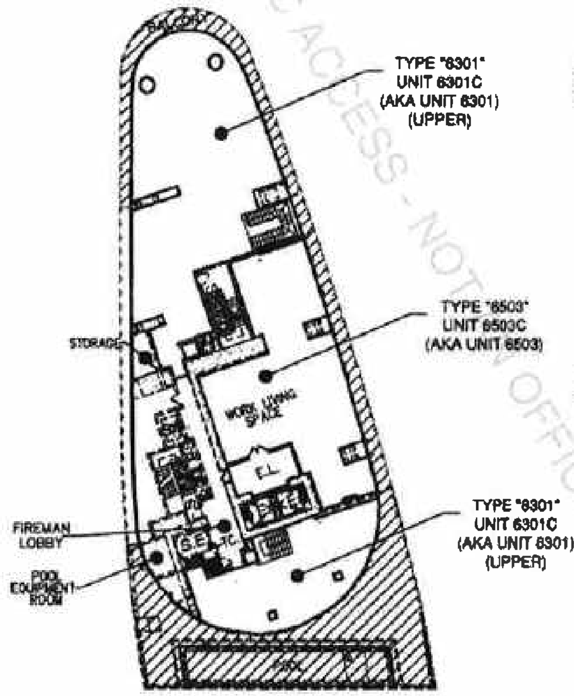
300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

N

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.



LEGEND:

————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
T.C.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 220579F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

65TH LEVEL FLOOR PLAN

SHEET 60 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

LEGEND:

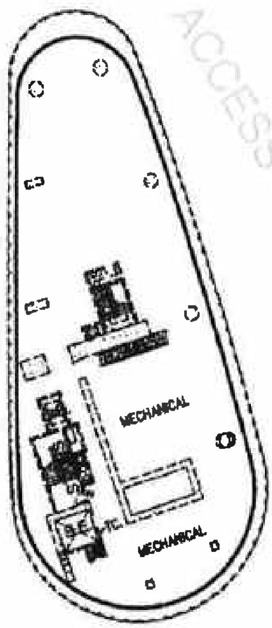
————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
T.C.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 220679F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

66TH LEVEL FLOOR PLAN

SHEET 61 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

N

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

———————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - - - - - -	COMMON ELEMENT
//////////	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

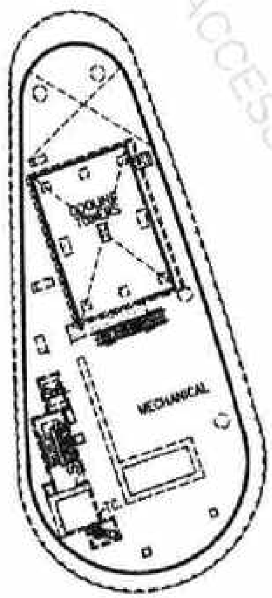
NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 22057971 DWG BY: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

67TH LEVEL FLOOR PLAN

SHEET 62 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

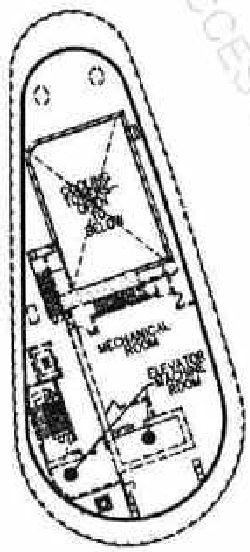
GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

————	CONDOMINIUM UNIT BOUNDARY LINE
- - - - - -	COMMON ELEMENT
(hatched)	LIMITED COMMON ELEMENTS
E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR



NOTES:
For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.

Cad No. 220879F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

68TH LEVEL FLOOR PLAN

SHEET 63 OF 66

300 BISCAYNE BOULEVARD WAY,

A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

LEGEND:

- ———— CONDOMINIUM UNIT BOUNDARY LINE
- ------------ COMMON ELEMENT
- (hatched) LIMITED COMMON ELEMENTS

E.	ELEVATOR
TC.	TRASH CHUTE
ELEC.	ELECTRICAL
BAL.	BALCONY
E.L.	ELEVATOR LOBBY
S.E.	SERVICE ELEVATOR

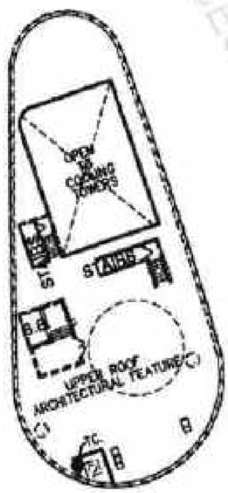
NOTES:

For a complete description of the unit boundaries shown hereon, refer to the Declaration of Condominium.

All Terraces and/or Balconies are Limited Common Elements.

Chases, columns and shear walls within each unit, if any, are Common Elements.

Walls and columns separating units are Common Elements.



Cad No. 220879F1 DWG BY: MLR Date Printed: 3/18/24 10:21a

EXHIBIT 2

ROOF LEVEL FLOOR PLAN

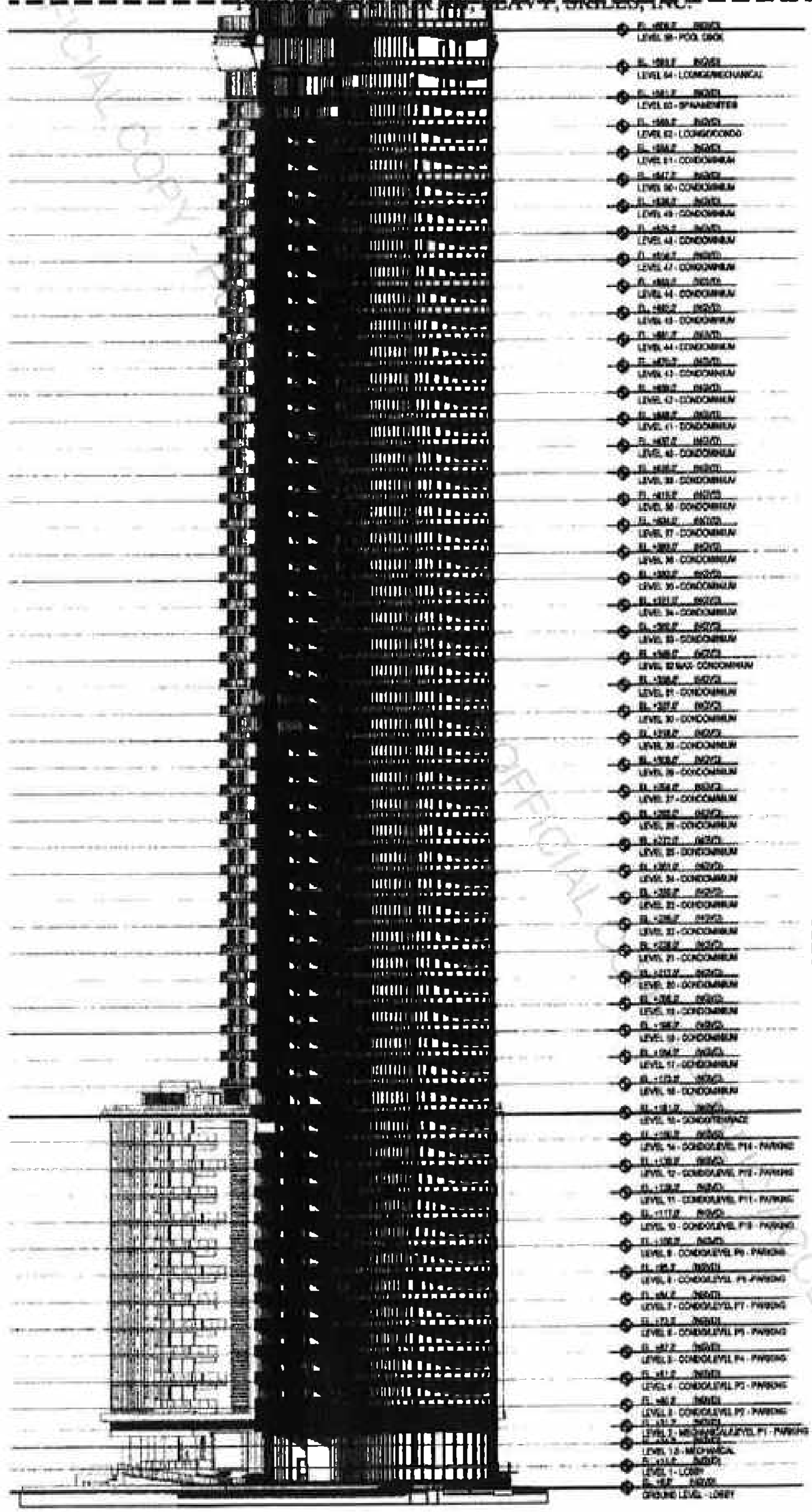
SHEET 64 OF 66

300 BISCAYNE BOULEVARD WAY,

A Condominium

PREPARED BY: FORTIN, LEAVY, SKILES, INC.

MATCH LINE



NOTES:

1. ELEVATIONS REFER TO (N.G.V.D.) NATIONAL GEODETIC VERTICAL DATUM OF 1929.
2 THERE IS NO 13TH LEVEL.

Cad No. 220678F1 DWG BY: MLR Date Printed: 3/15/24 10:21a

EXHIBIT 2

ELEVATION

SHEET 65 OF 66

300 BISCAYNE BOULEVARD WAY,
A Condominium
PREPARED BY: FORTIN, LEAVY, SKILES, INC.

NOTES:
1. ELEVATIONS REFER TO (N.G.V.D.) NATIONAL GEODETIC VERTICAL DATUM OF 1929.
2 THERE IS NO 13TH LEVEL.

Cad No. 22083791 DWG BY: MLR Date Printed: 3/18/24 1021a

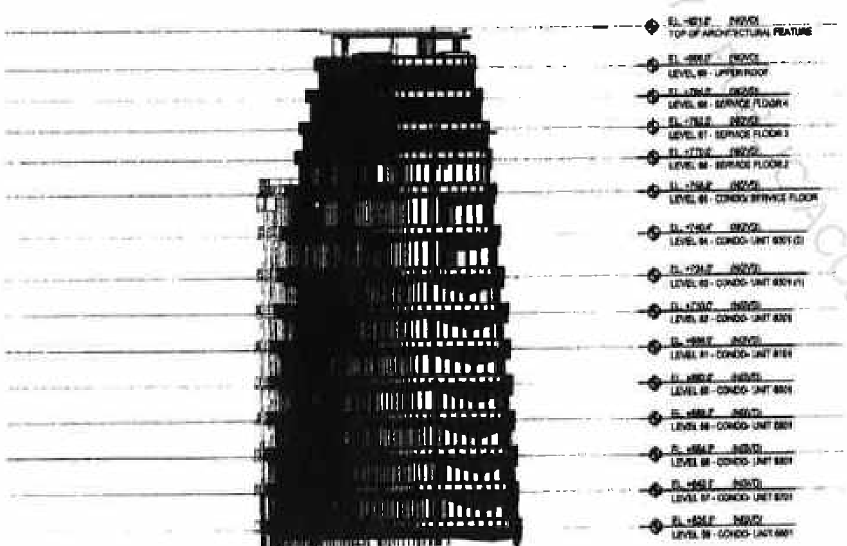


EXHIBIT 2

ELEVATION

SHEET 66 OF 66

Exhibit "3"

300 Biscayne Boulevard Way Condominium

Percentage Share of Ownership of Common Elements and Common Surplus and Responsibility for Common Expenses

Unit Type	Unit #	Alternative Unit #	Unit Area Sq. Ft.	% of Total Sq. Ft.
01BR-L3	301E	301	2,877	0.3340%
02B-L3	302E	302	1,167	0.1355%
02B-L4	402E	402	1,376	0.1597%
02B	602E	602	1,376	0.1597%
02B	1202E	1202	1,376	0.1597%
02B	502E	502	1,388	0.1611%
02B	702E	702	1,388	0.1611%
02B	802E	802	1,388	0.1611%
02B	902E	902	1,388	0.1611%
02B	1002E	1002	1,388	0.1611%
02B	1102E	1102	1,388	0.1611%
303	303C	303	835	0.0969%
04B	304W	304	1,425	0.1654%
04B	404W	404	1,425	0.1654%
04B	504W	504	1,425	0.1654%
04B	604W	604	1,425	0.1654%
04B	704W	704	1,425	0.1654%
04B	804W	804	1,425	0.1654%
04B	904W	904	1,425	0.1654%
04B	1004W	1004	1,425	0.1654%
04B	1104W	1104	1,425	0.1654%
04B	1204W	1204	1,425	0.1654%
04B	1404W	1404	1,425	0.1654%
01BR-L4	401E	401	2,950	0.3425%
03B-L4	403C	403	1,646	0.1911%
01BR-L5	501E	501	3,021	0.3507%
03B	503C	503	1,675	0.1945%
03B	603C	603	1,675	0.1945%
03B	703C	703	1,675	0.1945%
03B	803C	803	1,675	0.1945%
03B	903C	903	1,675	0.1945%
03B	1003C	1003	1,675	0.1945%
03B	1103C	1103	1,675	0.1945%
03B	1203C	1203	1,675	0.1945%
05B	505C	505	618	0.0717%
05B	605C	605	618	0.0717%
05B	705C	705	618	0.0717%
05B	805C	805	618	0.0717%
05B	905C	905	618	0.0717%
05B	1005C	1005	618	0.0717%
05B	1105C	1105	618	0.0717%
05B	1205C	1205	618	0.0717%
06B	506W	506	760	0.0882%
06B	606W	606	760	0.0882%
06B	706W	706	760	0.0882%
06B	806W	806	760	0.0882%
06B	906W	906	760	0.0882%
06B	1006W	1006	760	0.0882%
06B	1106W	1106	760	0.0882%
06B	1206W	1206	760	0.0882%
06B	1406W	1406	760	0.0882%
01BR-L6	601E	601	3,068	0.3562%
01BR-L7	701E	701	3,147	0.3653%
01B-L8	801E	801	3,195	0.3709%
01B-L9	901E	901	3,247	0.3770%
01B-L10	1001E	1001	3,301	0.3832%
01B-L11	1101E	1101	3,339	0.3876%

01B-L12	1201E	1201	3,386	0.3931%
01B-L14	1401E	1401	3,429	0.3981%
02D	1402E	1402	1,255	0.1457%
03C	1403C	1403	1,953	0.2267%
01AR-L15	1501E	1501	3,440	0.3994%
02A	1502E	1502	2,220	0.2577%
02A	1602E	1602	2,220	0.2577%
02A	1702E	1702	2,220	0.2577%
02A	1802E	1802	2,220	0.2577%
02A	1902E	1902	2,220	0.2577%
02A	2002E	2002	2,220	0.2577%
02A	2102E	2102	2,220	0.2577%
02A	2202E	2202	2,220	0.2577%
02A	2302E	2302	2,220	0.2577%
02A	2402E	2402	2,220	0.2577%
02A	2502E	2502	2,220	0.2577%
02A	2602E	2602	2,220	0.2577%
02A	2702E	2702	2,220	0.2577%
02A	2802E	2802	2,220	0.2577%
02A	2902E	2902	2,220	0.2577%
02A	3002E	3002	2,220	0.2577%
02A	3102E	3102	2,220	0.2577%
02A	3202E	3202	2,220	0.2577%
02A	3302E	3302	2,220	0.2577%
02A	3402E	3402	2,220	0.2577%
02A	3502E	3502	2,220	0.2577%
02A	3602E	3602	2,220	0.2577%
02A	3702E	3702	2,220	0.2577%
02A	3802E	3802	2,220	0.2577%
02A	3902E	3902	2,220	0.2577%
02A	4002E	4002	2,220	0.2577%
02A	4102E	4102	2,220	0.2577%
02A	4202E	4202	2,220	0.2577%
02A	4302E	4302	2,220	0.2577%
02A	4402E	4402	2,220	0.2577%
02A	4502E	4502	2,220	0.2577%
03A	1503C	1503	2,755	0.3198%
03A	1603C	1603	2,755	0.3198%
03A	1703C	1703	2,755	0.3198%
03A	1803C	1803	2,742	0.3183%
03A	1903C	1903	2,742	0.3183%
03A	2003C	2003	2,742	0.3183%
03A	2103C	2103	2,742	0.3183%
03A	2203C	2203	2,742	0.3183%
03A	2303C	2303	2,742	0.3183%
03A	2403C	2403	2,742	0.3183%
03A	2503C	2503	2,742	0.3183%
03A	2603C	2603	2,742	0.3183%
03A	2703C	2703	2,742	0.3183%
03A	2803C	2803	2,742	0.3183%
03A	3103C	3103	2,742	0.3183%
03A	3203C	3203	2,742	0.3183%
03A	3303C	3303	2,742	0.3183%
03A	3403C	3403	2,742	0.3183%
03A	3503C	3503	2,742	0.3183%
03A	3603C	3603	2,742	0.3183%
03A	3703C	3703	2,742	0.3183%
03A	3803C	3803	2,742	0.3183%
03A	3903C	3903	2,742	0.3183%
03A	4003C	4003	2,742	0.3183%
03A	4103C	4103	2,742	0.3183%
03A	4203C	4203	2,742	0.3183%
03A	4303C	4303	2,742	0.3183%
03A	4403C	4403	2,742	0.3183%
03A	4503C	4503	2,742	0.3183%

03A	4603C	4603	2,742	0.3183%
03A	4703C	4703	2,742	0.3183%
03A	4803C	4803	2,742	0.3183%
03A	4903C	4903	2,742	0.3183%
03A	5003C	5003	2,742	0.3183%
03A	5103C	5103	2,742	0.3183%
04C	1504C	1504	3,179	0.3691%
05C	1505W	1505	1,672	0.1941%
07D	1507W	1507	2,996	0.3478%
08D	1508W	1508	762	0.0885%
09C	1509W	1509	1,476	0.1714%
01AR-L16	1601E	1601	3,478	0.4038%
04A	1604C	1604	3,225	0.3744%
04A	1704C	1704	3,225	0.3744%
04A	1804C	1804	3,225	0.3744%
04A	1904C	1904	3,225	0.3744%
04A	2004C	2004	3,225	0.3744%
04A	2104C	2104	3,225	0.3744%
04A	2204C	2204	3,225	0.3744%
04A	2304C	2304	3,225	0.3744%
04A	2404C	2404	3,225	0.3744%
04A	2504C	2504	3,225	0.3744%
04A	2604C	2604	3,225	0.3744%
04A	2704C	2704	3,225	0.3744%
04A	2804C	2804	3,225	0.3744%
04A	3104C	3104	3,214	0.3731%
04A	3204C	3204	3,214	0.3731%
04A	3304C	3304	3,214	0.3731%
04A	3404C	3404	3,214	0.3731%
04A	3504C	3504	3,214	0.3731%
04A	3604C	3604	3,214	0.3731%
04A	3704C	3704	3,214	0.3731%
04A	3804C	3804	3,214	0.3731%
04A	3904C	3904	3,214	0.3731%
04A	4004C	4004	3,214	0.3731%
04A	4104C	4104	3,214	0.3731%
04A	4204C	4204	3,214	0.3731%
04A	4304C	4304	3,214	0.3731%
04A	4404C	4404	3,214	0.3731%
04A	4504C	4504	3,214	0.3731%
04A	4604C	4604	3,214	0.3731%
04A	4704C	4704	3,214	0.3731%
04A	4804C	4804	3,214	0.3731%
04A	4904C	4904	3,214	0.3731%
04A	5004C	5004	3,214	0.3731%
04A	5104C	5104	3,214	0.3731%
05A	1605W	1605	1,552	0.1802%
05A	1705W	1705	1,552	0.1802%
05A	1805W	1805	1,552	0.1802%
05A	1905W	1905	1,552	0.1802%
05A	2005W	2005	1,552	0.1802%
05A	2105W	2105	1,552	0.1802%
05A	2205W	2205	1,552	0.1802%
05A	2305W	2305	1,552	0.1802%
05A	2405W	2405	1,552	0.1802%
05A	2505W	2505	1,552	0.1802%
05A	2605W	2605	1,552	0.1802%
05A	2705W	2705	1,552	0.1802%
05A	2805W	2805	1,552	0.1802%
05A	2905W	2905	1,552	0.1802%
05A	3005W	3005	1,552	0.1802%
05A	3105W	3105	1,552	0.1802%
05A	3205W	3205	1,552	0.1802%
05A	3305W	3305	1,552	0.1802%
05A	3405W	3405	1,552	0.1802%

05A	3505W	3505	1,552	0.1802%
05A	3605W	3605	1,552	0.1802%
05A	3705W	3705	1,552	0.1802%
05A	3805W	3805	1,552	0.1802%
05A	3905W	3905	1,552	0.1802%
05A	4005W	4005	1,552	0.1802%
05A	4105W	4105	1,552	0.1802%
05A	4205W	4205	1,552	0.1802%
05A	4305W	4305	1,552	0.1802%
05A	4405W	4405	1,552	0.1802%
05A	4505W	4505	1,552	0.1802%
05A	4605W	4605	1,552	0.1802%
05A	4805W	4805	1,552	0.1802%
05A	4905W	4905	1,552	0.1802%
05A	5005W	5005	1,552	0.1802%
05A	5105W	5105	1,552	0.1802%
05A	4705W	4705	1,552	0.1802%
05A	5205W	5205	1,552	0.1802%
06C	1606W	1606	908	0.1054%
06C	1706W	1706	908	0.1054%
06C	1806W	1806	908	0.1054%
06C	1906W	1906	908	0.1054%
06C	2006W	2006	908	0.1054%
06C	2106W	2106	908	0.1054%
06C	2206W	2206	908	0.1054%
06C	4206W	4206	908	0.1054%
06C	4306W	4306	908	0.1054%
06C	4406W	4406	908	0.1054%
06C	4506W	4506	908	0.1054%
07BR-L16	1607W	1607	1,875	0.2177%
07BR-L17	1707W	1707	1,905	0.2212%
08A	1608W	1608	679	0.0788%
08A	1708W	1708	679	0.0788%
08A	1808W	1808	679	0.0788%
08A	1908W	1908	679	0.0788%
08A	2008W	2008	679	0.0788%
08A	2108W	2108	679	0.0788%
08A	2208W	2208	679	0.0788%
08A	2308W	2308	679	0.0788%
08A	2408W	2408	679	0.0788%
08A	2508W	2508	679	0.0788%
08A	2608W	2608	679	0.0788%
08A	2708W	2708	679	0.0788%
08A	2808W	2808	679	0.0788%
08A	2908W	2908	679	0.0788%
08A	3008W	3008	679	0.0788%
08A	3208W	3208	679	0.0788%
08A	3308W	3308	679	0.0788%
08A	3408W	3408	679	0.0788%
08A	3508W	3508	679	0.0788%
08A	3608W	3608	679	0.0788%
08A	3708W	3708	679	0.0788%
08A	3808W	3808	679	0.0788%
08A	3908W	3908	679	0.0788%
08A	4008W	4008	679	0.0788%
08A	4108W	4108	679	0.0788%
08A	4208W	4208	679	0.0788%
08A	4308W	4308	679	0.0788%
08A	4408W	4408	679	0.0788%
08A	4508W	4508	679	0.0788%
08A	3108W	3108	679	0.0788%
09A	1609W	1609	1,437	0.1668%
09A	1709W	1709	1,437	0.1668%
09A	1809W	1809	1,437	0.1668%
09A	1909W	1909	1,437	0.1668%

09A	2009W	2009	1,437	0.1668%
09A	2109W	2109	1,437	0.1668%
09A	2209W	2209	1,437	0.1668%
09A	2309W	2309	1,437	0.1668%
09A	2409W	2409	1,437	0.1668%
09A	2509W	2509	1,437	0.1668%
09A	2609W	2609	1,437	0.1668%
09A	2709W	2709	1,437	0.1668%
09A	2809W	2809	1,437	0.1668%
09A	2909W	2909	1,437	0.1668%
09A	3009W	3009	1,437	0.1668%
09A	3109W	3109	1,437	0.1668%
09A	3209W	3209	1,437	0.1668%
09A	3309W	3309	1,437	0.1668%
09A	3409W	3409	1,437	0.1668%
09A	3509W	3509	1,437	0.1668%
09A	3609W	3609	1,437	0.1668%
09A	3709W	3709	1,437	0.1668%
09A	3809W	3809	1,437	0.1668%
09A	3909W	3909	1,437	0.1668%
09A	4009W	4009	1,437	0.1668%
09A	4109W	4109	1,437	0.1668%
09A	4209W	4209	1,437	0.1668%
09A	4309W	4309	1,437	0.1668%
09A	4409W	4409	1,437	0.1668%
09A	4509W	4509	1,437	0.1668%
09A	4609W	4609	1,437	0.1668%
09A	4709W	4709	1,437	0.1668%
09A	4809W	4809	1,437	0.1668%
09A	4909W	4909	1,437	0.1668%
09A	5009W	5009	1,437	0.1668%
09A	5109W	5109	1,437	0.1668%
01AR-17	1701E	1701	3,531	0.4099%
01A-L18	1801E	1801	3,531	0.4099%
01A-L19	1901E	1901	3,560	0.4133%
07BR-L18	1807W	1807	2,012	0.2336%
07BR-L19	1907W	1907	2,063	0.2395%
01A-L20	2001E	2001	3,574	0.4149%
01A-L21	2101E	2101	3,599	0.4178%
01A-L22	2201E	2201	3,619	0.4201%
07B-L20	2007W	2007	2,235	0.2595%
07B-L21	2107W	2107	2,287	0.2655%
07B-L22	2207W	2207	2,317	0.2690%
01A-L23	2301E	2301	3,624	0.4207%
06A	2306W	2306	1,203	0.1397%
06A	2406W	2406	1,203	0.1397%
06A	2506W	2506	1,203	0.1397%
06A	2606W	2606	1,203	0.1397%
06A	2706W	2706	1,203	0.1397%
06A	2806W	2806	1,203	0.1397%
06A	2906W	2906	1,203	0.1397%
06A	3006W	3006	1,203	0.1397%
06A	3106W	3106	1,203	0.1397%
06A	3206W	3206	1,203	0.1397%
06A	3306W	3306	1,203	0.1397%
06A	3406W	3406	1,203	0.1397%
06A	3506W	3506	1,203	0.1397%
06A	3606W	3606	1,203	0.1397%
06A	3706W	3706	1,203	0.1397%
06A	3806W	3806	1,203	0.1397%
06A	3906W	3906	1,203	0.1397%
06A	4006W	4006	1,203	0.1397%
06A	4106W	4106	1,203	0.1397%
07BR-L23	2307W	2307	1,979	0.2297%
01A-L24	02401E	2401	3,637	0.4222%

01A-L25	2501E	2501	3,667	0.4257%
01A-L26	2601E	2601	3,663	0.4252%
07AR-L24	2407W	2407	2,044	0.2373%
07AR-L25	2507W	2507	2,044	0.2373%
07AR-L26	2607W	2607	2,055	0.2386%
01A-L27	2701E	2701	3,663	0.4252%
07AR-L27	2707W	2707	2,140	0.2484%
01A-L28	2801E	2801	3,664	0.4254%
07A-L28	2807W	2807	2,171	0.2520%
01A-L29	2901E	2901	3,678	0.4270%
07A-L29	2907W	2907	2,181	0.2532%
01A-L30	3001E	3001	3,674	0.4265%
07A-L30	3007W	3007	2,189	0.2541%
01A-L31	3101E	3101	3,676	0.4268%
07A-L31	3107W	3107	2,193	0.2546%
01A-L32	3201E	3201	3,675	0.4266%
01A-L33	3301E	3301	3,675	0.4266%
01A-L34	3401E	3401	3,675	0.4266%
01A-L35	3501E	3501	3,675	0.4266%
01A-L36	3601E	3601	3,663	0.4252%
07A-L32	3207W	3207	2,178	0.2528%
07A-L33	3307W	3307	2,178	0.2528%
07A-L34	3407W	3407	2,178	0.2528%
07A-L35	3507W	3507	2,178	0.2528%
07A-L36	3607W	3607	2,150	0.2496%
01A-L37	3701E	3701	3,657	0.4245%
01A-L38	3801E	3801	3,657	0.4245%
01A-L39	3901E	3901	3,657	0.4245%
07A-L37	3707W	3707	2,101	0.2439%
07A-L38	3807W	3807	2,101	0.2439%
07A-L39	3907W	3907	2,101	0.2439%
01A-L40	4001E	4001	3,621	0.4204%
01A-L41	4101E	4101	3,621	0.4204%
07A-L40	4007W	4007	1,957	0.2272%
07AR-L41	4107W	4107	1,957	0.2272%
01A-L42	4201E	4201	3,575	0.4150%
07B-L42	4207W	4207	2,253	0.2616%
01A-L43	4301E	4301	3,564	0.4138%
07B-L43	4307W	4307	2,156	0.2503%
01A-L44	4401E	4401	3,541	0.4111%
07BR-L44	4407W	4407	1,946	0.2259%
01A-L45	4501E	4501	3,516	0.4082%
07BR-L45	4507W	4507	1,871	0.2172%
01A-L46	4601E	4601	3,486	0.4047%
07C-L46	4607W	4607	2,431	0.2822%
08B-L46	4608W	4608	892	0.1036%
02C	4602E	4602	4,183	0.4856%
02C	4802E	4802	4,183	0.4856%
02C	5002E	5002	4,183	0.4856%
01A-L47	4701E	4701	3,455	0.4011%
07C-L47	4707W	4707	2,350	0.2728%
08B-L47	4708W	4708	883	0.1025%
01A-L48	4801E	4801	3,420	0.3970%
07C-L48	4807W	4807	2,279	0.2646%
08B-L48	4808W	4808	869	0.1009%
01AR-L49	4901E	4901	3,375	0.3918%
07E-L49	4907W	4907	2,175	0.2525%
08BR-L49	4908W	4908	851	0.0988%
01AR-L50	5001E	5001	3,333	0.3869%
07E-L50	5007W	5007	2,078	0.2412%
08BR-L50	5008W	5008	823	0.0955%
01AR-L51	5101E	5101	3,333	0.3869%
07F-L51	5107W	5107	1,969	0.2286%
08C-L51	5108W	5108	842	0.0977%
01AR-L52	5201E	5201	3,235	0.3756%

07F-L52	5207W	5207	1,859	0.2158%
08C-L52	5208W	5208	791	0.0918%
09B	5209W	5209	1,241	0.1441%
5601	5601E	5601	9,337	1.0840%
5701	5701E	5701	9,111	1.0577%
5801	5801E	5801	8,814	1.0232%
5901	5901E	5901	8,668	1.0063%
6001	6001E	6001	8,835	1.0257%
6101	6101E	6101	8,304	0.9640%
6201	6201E	6201	7,961	0.9242%
6301	6301E	6301	20,347	2.3621%
6503	6503C	6503	2,273	0.2639%
N/A	CU-1	CU-1	572	0.0664%
N/A	CU-2	CU-2	238	0.0276%
N/A	CU-3	CU-3	543	0.0630%
N/A	CU-M	CU-M	982	0.1140%

TOTAL UNITS: 398
TOTAL SQUARE FOOTAGE: 861,384

NOTE: REFER TO EXHIBIT "2" OF THIS DECLARATION FOR A LISTING OF UNITS BY UNIT TYPE/UNIT NUMBER

Note: Given the nature of condominium ownership, the Unit boundaries are precisely defined in such a manner so that all components of the Building which are (or are potentially) utilized either by other Units or the Common Elements are excluded from the Unit. This would exclude, for instance, all structural walls, columns etc. and essentially limits the Unit boundaries to the interior airspace between the perimeter walls and excludes all interior structural components. For the precise Unit boundaries, see Section 3.2 of the Declaration. For your reference, the area of the Unit, determined in accordance with these defined Unit boundaries, is set forth hereon (and labeled as "Unit Area"). Please note that the unique way of defining the boundaries actually makes the Unit appear to be smaller than it actually would be if standard architectural measuring techniques were used. Typically, apartments are measured to the exterior boundaries of the exterior walls and to the centerline of interior demising walls, without excluding areas that may be occupied by columns or other structural components.

Exhibit "4"

BY-LAWS
OF
300 BISCAYNE BOULEVARD WAY 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 300 BISCAYNE BOULEVARD WAY 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. The provisions of this Subsection 1.1 may be amended at any time by a majority of the Board of Directors.

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 of the Association.

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 of 300 BISCAYNE BOULEVARD WAY CONDOMINIUM (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires. For clarity, "Board", "Board of Directors" or "Board of Administration" shall refer to the Board of Directors of the Association.

3. Members.

3.1 Annual Meeting. An annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors of the Association from time to time, provided that there shall be an annual meeting every calendar year and the location of the annual meeting shall be within 45 miles of the Condominium Property. 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 October 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, 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 those agenda items specifically identified 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 12.1 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 a 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 24 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 no more and no less than 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 (or 24 hours with respect to a Board meeting) 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 least 14 continuous days before the meeting at a conspicuous place on the Condominium Property. The notice of an annual or special meeting shall be hand delivered, electronically transmitted 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 last furnished to the Association by the Unit Owner. However, if 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 (other than election meetings), which notice shall incorporate an identification of agenda items, shall be effected not less than fourteen (14) continuous days before the date of the meeting. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium or Association Property where all notices of members' meetings shall be posted. In lieu of, or in addition to, the physical posting of notice of any meeting of the Unit Owners on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice physically posted on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

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. In any meeting of members, the Owners of each Unit shall be entitled to cast the number of votes designated for their Unit as set forth in the Articles. 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 voting interests 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, partnership, limited liability company, trust or any other lawful entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by persons having lawful authority to bind the corporation, partnership, limited liability company, trust or other lawful entity 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 voting interests in the Association shall be reduced accordingly until such certificate is filed.

(d) Electronic Voting. The Association may conduct elections and other Unit Owner votes through an Internet-based online voting system if a Unit Owner consents, in writing, to online voting and if the following requirements are met: (1) the Association provides each Unit Owner with:

(a) a method to authenticate the Unit Owner's identity to the online voting system; (b) for elections of the Board, a method to transmit an electronic ballot to the online voting system that ensures the secrecy and integrity of each ballot; and (c) a method to confirm, at least fourteen (14) days before the voting deadline, that the Unit Owner's electronic device can successfully communicate with the online voting system and (2) the Association uses an online voting system that is: (a) able to authenticate the Unit Owner's identity; (b) able to authenticate the validity of each electronic vote to ensure that the vote is not altered in transit; (c) able to transmit a receipt from the online voting system to each Unit Owner who casts an electronic vote; (d) for elections of the Board of Administration, able to permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Unit Owner; and (e) able to store and keep electronic votes accessible to election officials for recount, inspection, and review purposes. A Unit Owner voting electronically pursuant to this section shall be counted as being in attendance at the meeting for purposes of determining a quorum. A substantive vote of the Unit Owners may not be taken on any issue other than the issues specifically identified in the electronic vote, when a quorum is established based on Unit Owners voting electronically pursuant to this section. The electronic voting privileges described herein apply to an Association that provides for and authorizes an online voting system by a Board resolution. The Board resolution must provide that Unit Owners receive notice of the opportunity to vote through an online voting system, must establish reasonable procedures and deadlines for Unit Owners to consent, in writing, to online voting, and must establish reasonable procedures and deadlines for Unit Owners to opt out of online voting after giving consent. Written notice of a meeting at which the resolution will be considered must be mailed, delivered, or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium Property or Association Property at least fourteen (14) days before the meeting. Evidence of compliance with the fourteen (14) day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the Official Records of the Association. A Unit Owner's consent to online voting is valid until the Unit Owner opts out of online voting according to the procedures established by the Board of Administration.

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. A voting interest or consent right allocated to a Unit owned by the Association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies shall be permitted to the extent permitted by the Act. A proxy, limited or general, may not 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 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 the appointed time of any lawfully adjourned meetings thereof. 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.

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) Collect any ballots not yet cast;

(b) Call to order by President;

(c) Appointment by the President of a chairman of the meeting (who need not be a member or a director);

(d) Appointment of inspectors of election;

(e) Counting of Ballots for Election of Directors;

(f) Proof of notice of the meeting or waiver of notice;

(g) Reading of minutes;

(h) Reports of officers;

(i) Reports of committees;

(j) Unfinished business;

(k) New business;

(l) 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. See Section 19 below for additional information regarding the records of the Association.

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 consisting of three (3) members (each a "Director" and collectively, the "Directors"). The size of the Board may, however, be expanded from time to time as determined by the Board. Directors must be natural persons who are 18 years of age or older. A person who has been suspended or removed by the Division under Chapter 718, Florida Statutes or who is more than 90 days delinquent in the payment of any monetary obligation to the Association is not eligible for board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for Board membership unless such felon's civil rights have been restored for a period of at least 5 years as of the date such person seeks election to the Board (provided, however, that the validity of any Board action is not affected if it is later determined that a Board member is ineligible for Board membership due to having been convicted of a felony). Co-owners of a Unit may not serve as members of the Board of Directors at the same time unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. 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. At least 60 days before a scheduled election, the Association shall mail, deliver, or electronically transmit, by separate Association mailing or included in another Association mailing, delivery, or transmission, including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the 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 of his or her intent to be a candidate at least forty (40) days prior to the scheduled election and must be eligible to be a candidate to serve on the Board at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the Board. Together with the notice of meeting and agenda sent in accordance with Section 3.4 above, the Association shall then, mail, deliver or electronically transmit a second notice of the meeting, not less than fourteen (14) continuous days prior to the date of the meeting, to all Unit Owners entitled to vote therein, together with a ballot that lists all candidates. Upon request of a candidate, 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 at least thirty five (35) days before the election, must be included with the mailing, delivery or electronic transmission of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable 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 may not 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 ballots and votes cast. There is no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. There shall be no cumulative voting. A Unit Owner shall not permit any other person to vote his or her ballot, and any ballots improperly cast are deemed invalid. A Unit Owner who violates this provision may be fined by the Association in accordance with Section 718.303, F.S. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, F.S. may obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding anything contained herein to the contrary, if and to the extent a vacancy occurs on the Board and/or additional Directors are to be elected in accordance herewith, the Board may, in its sole and absolute discretion, hold a meeting to elect the Directors prior to the annual meeting of the members.

Within 90 days after being elected or appointed to the Board, each newly elected or appointed Director shall certify in writing to the Secretary of the Association that he or she has read the Declaration, Articles, By-Laws and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. In lieu of this written certification, within ninety (90) days after being elected or appointed to the Board, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved condominium education provider, within one (1) year before or ninety (90) days after the date of election or appointment The written certification or educational certificate is valid and does not have to be resubmitted as long as the Director serves on the Board without interruption. A Director who fails to timely file the written certification or education certificate is suspended from service on the Board until he or she complies with the above referenced requirement. The Board may temporarily fill the vacancy during the period of suspension. The Secretary shall cause the Association to retain a Director's written certification or educational certificate for inspection by the Members for 5 years after a Director's election or the duration of the Director's uninterrupted tenure, whichever is longer. Failure to have such written certification or educational certificate on file does not affect the validity of any Board action.

Notwithstanding the provisions of this Section 4.2, an election is not required if the number of vacancies equals or exceeds the number of candidates. For purposes of this paragraph, the term "candidate" means an eligible person who has timely submitted the written notice of his or her intention to become a candidate.

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), with the replacement Director serving the balance of the term of the vacating Board member, 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.

(b) Subject to Section 718.301, F.S., any Director elected by the members (other than the Developer) may be recalled and removed with or without cause 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. A special meeting of the Unit Owners to recall a member or members of the Board of administration may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting in whole or in part for this purpose.

(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.

(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, and the remaining Directors fail to fill the vacancy by appointment of a director in accordance with applicable law, then 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 the petition seeking receivership, the form of notice set forth in Section 718.1124, F.S. must be provided by the Unit Owner to the Association by certified mail or personal delivery, must be posted in a conspicuous place on the Condominium Property and must be provided by the Unit Owner to every other Unit Owner of the Association by certified mail or personal delivery. Notice by mail to a Unit Owner shall be sent to the address used by the county property appraiser for notice to the Unit Owner, except that where a Unit Owner's address is not publicly available the notice shall be mailed to the Unit. 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, all Unit Owners shall be given written notice of such appointment as provided in Section 718.127, F.S. 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 and the court relieves the receiver of the appointment.

(e) An outgoing Board or Committee member must relinquish all official records and property of the Association in his or her possession or under his or her control to the incoming Board within 5 days after the election. Failure to comply with this subparagraph may subject the outgoing Board or Committee member to civil penalties as set forth in Section 718.501, F.S.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall expire at the annual meeting and such Directors may stand for reelection. If the number of Board Members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become members of the Board effective upon the adjournment of the annual meeting. Any remaining vacancies shall be filled by the affirmative vote of the majority of the Directors making up the newly constituted Board even if the Directors constitute less than a quorum or there is only one Director. 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. A Director's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such Director may vote as if physically present, provided that a speaker must be used so that the conversation of such Director may be heard by the Board or Committee members attending in person as well as by any Unit Owners present at the meeting. 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 are open to all Unit Owners. Members of the Board may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail. A Unit Owner may tape record or videotape the meetings, 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 all Board meetings, which must specifically identify all agenda items, must be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours before the meeting, except in the event of an emergency. If twenty percent (20%) of the voting interests petition the board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the board, but not later than 60 days after the receipt of the petition, place the item on the agenda. An item not included on the notice may be taken up on an emergency basis by a vote of at least a majority plus one of the Board members. Such emergency action must be noticed and ratified at the next regular Board meeting. Notwithstanding the foregoing, written notice of a meeting of the Board at which a nonemergency Special Assessment, or an amendment to rules regarding unit use will be proposed, discussed or approved, must be mailed, delivered or electronically transmitted to all Unit Owners and posted conspicuously on the Condominium Property at least fourteen (14) days before the meeting. Evidence of compliance with this fourteen (14) day notice requirement must be made by an affidavit executed by the Secretary of the Association and filed with 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 or Association Property where all notices of Board and/or Committee meetings must be posted. If there is no Condominium Property or Association Property where notices can be posted, notices shall be mailed, delivered, or electronically transmitted to each Unit Owner at least 14 days before the meeting. In lieu of or in addition to the physical posting of the notice, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice physically posted on Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. 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 or 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 as a vote for or against the action taken or to create a quorum. A Director of the Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to such action. A vote or abstention for each member present shall be recorded in the minutes. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot.

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 be used as a vote for or against any particular action taken and 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. See Section 19 below for additional information regarding the records of the Association.

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 percent (15%) or more of the Units in the Condominium. If Unit Owners other than the Developer own 15 percent or more of the Units in a condominium that will be operated ultimately by an association, the Unit Owners other than the Developer are entitled to elect at least one-third of the Members of the Board of Administration of the association. Unit Owners other than the Developer are entitled to elect at least a majority of the Members of the Board of Administration of an association, upon the first to occur of any of the following events: (a) three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all 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; (e) when the Developer files a petition seeking protection in bankruptcy; (f) when a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the Association or its Members; or (g) seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first.

The Developer is entitled to elect at least one Member of the Board of Administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the Association. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit owner except for purposes of reacquiring control of the Association or selecting the majority Members of the Board of Administration.

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 at least 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, 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, 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 that have been promulgated.

(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 must 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 must be prepared in accordance with generally accepted accounting principles and must 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 utilized in the construction or remodeling of the Improvements and the landscaping of the Condominium and/or Association Property, which the Developer had knowledge of at any time in the development of the Condominium.

(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.

(t) A report included in the official records, under seal of an architect or engineer authorized to practice in Florida, attesting to required maintenance, useful life, and replacement costs of the following applicable Common Elements comprising a turnover inspection report:

(i) Roof

(ii) Structure

(iii) Fireproofing and fire protection systems.

(iv) Elevators

(v) Heating and cooling systems

(vi) Plumbing

(vii) Electrical systems

(viii) Swimming pool or spa and equipment

(ix) Seawalls

(x) Pavement and parking areas

(xi) Drainage Systems

(xii) Painting

(xiii) Irrigation systems

(u) A copy of the certificate of a surveyor and mapper recorded pursuant to Section 718.104(4)(e), F.S. or the recorded instrument that transfers title to a Unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, which ever occurred first.

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), all those set forth in the Declaration and/or Articles and 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 16 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 (in no event less than 14 days advance written notice) and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. The hearing must be held before a committee of other Unit Owners who are neither Board members nor persons residing in a Board member's household. If the committee does not agree with the fine, the fine may not be levied. 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 $100,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph 5.1(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. Notwithstanding the foregoing, the restrictions on borrowing contained in this subparagraph 5.1(o) shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums and/or for the purpose of responding to emergency situations which may arise with respect to the Common Elements and/or Condominium Property, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.

(p) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium and/or Association Property, or any portion thereof, and authorizing one or more management companies (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) Responding to Unit Owner inquiries in accordance with Section 718.112(2)(a)2, F.S.

(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) Those certain emergency powers granted pursuant to Section 718.1265, F.S.

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 five percent (5%) of the total annual budget of the

Association (including reserves), 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.

Notwithstanding anything herein to the contrary, as to any contract or other transaction between an Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested, the Association shall comply with the requirements of Section 617.0832, F.S. and Section 718.3026, F.S.

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.

7. Fiduciary Duty. The officers and Directors of the Association, as well as any agent of the Association, have a fiduciary relationship to the Unit Owners. An officer, Director or

manager may not solicit, offer to accept, or accept any good or service of value for which consideration has not been provided for his own benefit or for the benefit of a member of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, Director, agent or manager who knowingly so solicits, offers to accept or accepts any thing or service of value 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.

An officer, Director, or agent shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the interests of the Association. An officer, Director, or agent shall be liable for monetary damages as provided in Section 617.0834, F.S. if such officer, Director, or agent breached or failed to perform his or her duties and the breach of, or failure to perform, his or her duties constitutes a violation of criminal law as provided in Section 617.0834, F.S; constitutes a transaction from which the officer or Director derived an improper personal benefit, either directly or indirectly; or constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

8. Director or Officer Delinquencies. Any Director or officer more than 90 days delinquent in the payment of any monetary obligation due to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

9. Director or Officer Offenses. Any Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of suspension or the end of the Director's term of office, whichever occurs first. While such Director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a Director or officer. However, if the charges are resolved without a finding of guilt, the Director or officer shall be reinstated for the remainder of his or her term.

10. 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.

11. Resignations. Any Director or officer may resign his or her 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. If at any time, a Director, other than a Director representing the Developer, sells his or her Unit (or as to a Unit owned by an entity, sells his or her equitable or beneficial ownership interest in the Unit Owner), then upon the closing on the sale of that Unit (or the equitable or beneficial ownership interest), the Director shall be deemed to have tendered his or her resignation.

12. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

12.1 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21) 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 to it must show the amount budgeted for this maintenance. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts must 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 that has a deferred maintenance expense or replacement cost that exceeds $10,000.00. The amount of reserves must be computed using a formula 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 through the period expiring at the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to Section 718.104(4)(e), F.S. or an instrument that transfers title to a Unit in the Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit is recorded, whichever occurs first, with the vote taken each fiscal year and to be effective for only one annual budget, after which time and until transfer of control of the Association to Unit Owners other than the Developer, 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. Following transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote its voting interest to waive or reduce the funding of reserves. 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 included in the budget shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and may 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 only voting interests which are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the Units subject to Assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letter in a font size larger than any other used on the face of the proxy ballot: WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.

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 estimated revenues and expenses shall be hand delivered, mailed or electronically transmitted to each Unit Owner (at the address last furnished to the Association) not less than fourteen (14) days before the date of 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. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

(ii) Special Membership Meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires Assessments against Unit Owners which exceed one hundred fifteen percent (115%) of such Assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within twenty-one (21) days following the adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days following the adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.

(iii) Determination of Budget Amount. Any determination of whether Assessments exceed one hundred fifteen percent (115%) of Assessments for the preceding fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board of Directors does not expect to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property.

(iv) Proviso. As long as the Developer is in control of the Board of Directors, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessments, as herein defined, without the approval of a majority of all voting interests.

(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 12.1(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.

12.2 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 12.1 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.

12.3 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 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. The specific purpose or purposes of any Special Assessment, including any contingent Special Assessment levied in conjunction with the purchase of an insurance policy authorized by Section 718.111(11), Florida Statutes, approved in accordance with the Declaration, Articles and By-Laws, shall be set forth in a written notice of such Assessment sent or delivered to each Unit Owner. 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.

12.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida, which bank or banks must be insured by the FDIC, as shall be designated from time to time by the Board of 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 Board of 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.

12.5 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 authorized 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.

12.6 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 checks on behalf of the Association 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.

12.7 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 ninety (90) days following the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion of a financial report for the preceding fiscal year (the "Financial Report"). Within twenty-one (21) days after the final Financial Report is completed by the Association, or received from a third party, but not later than one hundred twenty (120) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, a copy of the Financial Report to each Unit Owner, or a notice that a copy of the Financial Report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

The Financial Report shall be prepared in accordance with the rules adopted by the Division. The type of Financial Report to be prepared must, unless modified in the manner set forth below, be based upon the Association's total annual revenues, as follows:

(a) REPORT OF CASH RECEIPTS AND EXPENDITURES – if the Association's revenues are less than $150,000.00 or if the Association operates less than fifty (50) Units (regardless of revenue) [or, if determined by the Board, the Association may prepare any of the reports described in subsections (b), (c) or (d) below in lieu of the report described in this section (a)].

(b) COMPILED FINANCIAL STATEMENTS – if the Association's revenues are equal to or greater than $150,000.00, but less than $300,000.00 [or, if determined by the Board, the Association may prepare any of the reports described in subsections (c) or (d) below in lieu of the report described in this section (b)].

(c) REVIEWED FINANCIAL STATEMENTS – if the Association's revenues are equal to or greater than $300,000.00, but less than $500,000.00 [or, if determined by the Board, the Association may prepare the report described in subsection (d) below in lieu of the report described in this section (c)].

(d) AUDITED FINANCIAL STATEMENTS - if the Association's revenues are equal to or exceed $500,000.00.

A report of cash receipts and expenditures must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the Association maintains reserves.

If approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may prepare: (i) a report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement; (ii) a report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or (iii) a report of cash receipts and expenditures, a compiled financial statement or a reviewed financial statement in lieu of an audited financial statement. Such meeting and approval must occur before the end of the fiscal year and is effective only for the fiscal year in which the vote is taken, except that the approval may also be effective for the following fiscal year. If the Developer has not turned over control of the Association, all Unit Owners, including the Developer, may vote on issues related to the preparation of the Association's financial reports, from the date of incorporation of the Association through the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to Section 718.104(4)(e), F.S. or an instrument that transfers title to a Unit in the Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit is recorded, whichever occurs first. Thereafter, until control of the Association has been turned over to Unit Owners other than the Developer, all Unit Owners except for the Developer may vote on such issues. Any audit or review prepared under this Section shall be paid for by the Developer if done before turnover of control of the Association. An Association may not waive the financial reporting requirement of this Section for more than three (3) consecutive years.

12.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration.

12.9 Notice of Meetings. Notice of any meeting which regular or Special Assessments against Unit Owners are to be considered for any reason shall specifically state that Assessments will be considered and the nature, estimated cost, and description of the purposes of such Assessments.

13. 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.

14. 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.

15. Amendments. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:

15.1 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.

15.2 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. 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 voting in person or by proxy at a meeting at which a quorum has been attained.

15.3 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.

15.4 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.

16. Rules and Regulations. The Board of Directors may, from time to time, adopt, and thereafter, modify, amend or add to 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 rules and/or modifications, amendments or additions thereto. Copies of any rules or any 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.

17. 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.

18. Written Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of such inquiry and more particularly in the manner set forth in Section 718.112(2)(a)2, Florida Statutes. The Association may, through its Board, adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries.

19. Official Records. From the inception of the Association, the Association shall maintain for the Condominium, a copy of each of the following, if applicable, which constitutes 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 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 that contain the minutes of all meetings of the Association, the Board of Directors, and the Unit Owners, which minutes must be retained for at least 7 years;

(g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and facsimile numbers of Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and facsimile numbers are not accessible to Unit Owners if consent to receive notice by electronic transmission is not provided in accordance with the provisions below. However, the Association shall not be liable for an inadvertent disclosure of the electronic mail address or facsimile number for receiving electronic transmission of notices;

(h) All current insurance policies of the Association and of the Condominium;

(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. All accounting records must be maintained for at least 7 years. Any person who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails to create or maintain such records with the intent of causing harm to the Association or one or more of its members, is personally subject to civil penalty pursuant to Section 718.501(1)(d). The accounting records must include, but not be limited to:

(l) 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 on 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 are also considered official records and must be maintained for a period of 1 year;

(l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections which must be maintained for 1 year from the date of the meeting to which the document relates;

(m) All rental records if the Association is acting as agent for the rental of Units;

(n) A copy of the current question and answer sheet as described in Section 718.504, F.S. in the form promulgated by the Division, which shall be updated annually; and

(o) All other records of the Association not specifically listed above which are related to the operation of the Association; and

(p) A copy of the inspection report as described in Section 718.301(4)(p), F.S.

The official records of the Association must be maintained within the State for at least seven (7) years. The records of the Association shall be made available to a Unit Owner within 45 miles of the Condominium Property or within the County in which the Condominium is located. This paragraph may be complied with by having a copy of the official records of the Association available for inspection or copying on the Condominium Property or Association Property, or the Association may offer the option of making the records available to a Unit Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association is not responsible for the use or misuse of the information provided to an Association member or his or her authorized representative pursuant to the compliance requirements of this paragraph unless the Association has an affirmative duty not to disclose such information pursuant to Section 718.111, Florida Statutes.

The official records of the Association are 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 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 ten (10) working days after receipt of a written request therefor creates a rebuttable presumption that the Association willfully failed to comply with this paragraph. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply. Minimum damages are $50 per calendar day for up to 10 days, beginning on the 11th working day after receipt of the written request. Failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. Any person who knowingly or intentionally defaces or destroys accounting records required by the Act to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the Association or one of its members, F.S., is personally subject to civil penalty pursuant to Section 718.501(1)(d),F.S. 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 as described in Section 718.504, F.S. 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. The Association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the member or his or her authorized representative with a copy of such records. The Association may not charge a member or his or her authorized representative for the use of a portable device. Notwithstanding this Section 19, the following records are not to be accessible to Unit Owners:

(i) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including any record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

(ii) Information obtained by an Association in connection with the approval of the lease, sale or other transfer of a Unit.

(iii) Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate compensation paid to an Association employee.

(iv) Medical records of Unit Owners

(v) Social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a Unit Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person excluding the person's name, Unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association's notice requirements. Notwithstanding the restrictions in this subparagraph, the Association may print and distribute to Unit Owners a directory containing the name, parcel address, and all telephone numbers of each Unit Owner. However, an Owner may exclude his or her telephone numbers from the directory by so requesting in writing to the Association. An Owner may consent in writing to the disclosure of other contact information described in this subparagraph. The Association is not liable for the inadvertent disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by an Owner and not requested by the Association.

(vi) Electronic security measures that are used by the Association to safeguard data, including passwords.

(vii) The software and operating system used by the Association which allow the manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

20. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable condominium fire and life safety code.

21. Provision of Information to Purchasers or Lienholders. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Act to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current Unit Owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed $150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.

22. Electronic Transmission. For purposes hereof, "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers. Notwithstanding the provision for electronic transmission of notices by the Association, same may be only be sent to Unit Owners that consent to receipt of Association notices by electronic transmission (and only for long as such consent remains in effect). Further, in no event may electronic transmission be used as a method of giving notice of a meeting called in whole or in part regarding the recall of a Director.

23. 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. To the extent not otherwise provided for or addressed in these By-Laws, the By-Laws shall be deemed to include the provisions of Section 718.112(2)(a) through (o) of the Act.

24. 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 **300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida, as of the 13th day of March, 2024.

Approved:

German Coto, President

Marcela Scarinci, Secretary

EXHIBIT "5"

N23000014877

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FL

CONWELL BUSINESS LAW, LLLP

Lewis J. Conwell
LConwell@ConwellBusinessLaw.com

November 27, 2023

Via FedEx

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

Subject: Filing Articles of Incorporation of: 300 Biscayne Boulevard Way Condominium Association, Inc.

Dear Filing Personnel,

Enclosed for filing is an original and one (1) copy of the Articles of Incorporation and Designation of Registered Agent, and a check for $91.50 for:

Filing Fee	$35.00
Designation of Registered Agent	$35.00
Certified Copy $8.75 plus $1 per page for each page over 8 -	$12.75
Certificate of Status	$ 8.75
Total	$91.50

Thank you.

Sincerely,

CONWELL BUSINESS LAW, LLLP

Lewis J. Conwell

Address: 12610 Race Track Road, Suite 200
Tampa, FL 33626
Phone: (813) 992-2090
Email: lconwell@conwellbusinesslaw.com

LJC/mdc

ARTICLES OF INCORPORATION
OF
300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC.

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 300 BISCAYNE BOULEVARD WAY 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 1200 Brickell Avenue, Suite 1660, Miami, FL 33131, 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 Miami-Dade County, Florida, and known as 300 BISCAYNE BOULEVARD WAY 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 Miami-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), all of the powers and duties set forth in the Declaration 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) The right to enter an abandoned Unit to inspect the Unit and adjoining Common Elements; to make repairs to the abandoned Unit or to the Common Elements serving the Unit, as needed; to repair the Unit if mold or deterioration is present; to turn on the utilities for the Unit; or to otherwise maintain, preserve or protect the Unit and adjoining Common Elements. Any expense incurred by the Association pursuant to this subparagraph is chargeable to the Unit Owner and enforceable as an Assessment.

(b) To make and collect Assessments and Charges against the members of the Association 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.

(c) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.

(d) 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.

(e) To purchase insurance covering the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(f) 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.

(g) To approve or disapprove of the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(h) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations governing the use of the Condominium Property and Association Property.

(i) To contract for the management and maintenance of the Condominium Property and/or Association Property, or any portion thereof, and to authorize one or more management companies and/or agents (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions (such 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.

(j) To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.

(k) To comply with the obligation to: (i) operate and maintain the surface water management system in accordance with the permit issued by the District, (ii) carry out, maintain, and monitor any required wetland mitigation tasks, if any, and (iii) maintain copies of all permitting actions with regard to the District.

(l) 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 Unit Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit, by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Unit Owner's and mortgagee'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 (1) 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, unless dissolved in accordance with applicable law. In the event that the Association is dissolved, and to the extent that responsibility for the surface water management system is the responsibility of the Association, then the property consisting of the surface water management system and the right of access to the portions of the Condominium Property containing the surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system must be dedicated to a similar non-profit corporation.

ARTICLE 8
INCORPORATOR

The name and address of the incorporator of this Corporation is:

Name	Address
Riverwalk East Developments, LLC	1200 Brickell Avenue, Suite 1660 Miami, FL 33131

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	German Coto	1200 Brickell Avenue, Suite 1660 Miami, FL 33131
Vice President	Guillermo Calcagno	1200 Brickell Avenue, Suite 1660 Miami, FL 33131
Secretary/Treasurer	Marcelo Scarinci	1200 Brickell Avenue, Suite 1660 Miami, FL 33131

ARTICLE 10
DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of three (3) directors, unless the size of the Board is changed in the manner provided by the By-Laws. 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:

Name	Address
German Coto	1200 Brickell Avenue, Suite 1660 Miami, FL 33131

Guillermo Calcagno	1200 Brickell Avenue, Suite 1660 Miami, FL 33131
Marcelo Scarinci	1200 Brickell Avenue, Suite 1660 Miami, FL 33131

10.6 Standards. A Director shall discharge his or her 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 or her 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 or her 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 or she is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her 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 or her conduct was unlawful.

11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding, or any threat of same, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she 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 Article 11 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 subsection 11.2, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her 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 or she 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 11.4(a) or the committee prescribed in paragraph 11.4(b); or

(ii) If a quorum of the Directors cannot be obtained for paragraph 11.4(a) and the Committee cannot be designated under paragraph 11.4(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, or any threat of same, 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 or her 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 or her 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 or her conduct was lawful or had no reasonable cause to believe his or her 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 Article 11 shall, unless otherwise provided when authorized or ratified, continue as 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 the 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 such individual's 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 or she did not act in good faith or acted in a manner he or she 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 or she had reasonable cause to believe his or her 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 nolo 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 or she 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 or she had reasonable cause to believe that his or her conduct was unlawful.

11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' and paraprofessionals' fees and related "out-of-pocket" expenses, 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, and which are accepted by, such persons.

11.11 Effect. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable law, agreement, vote of members or otherwise.

11.12 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 or her 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 and/or Chapter 718, Florida Statutes and/or Section 61B of the Florida Administrative Code. 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 Subsections 5.3, 5.4 or 5.5 above, 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 13.3 shall be effective.

13.4 Developer Amendments. Notwithstanding anything herein contained to the contrary, 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 Miami-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 1200 Brickell Avenue, Suite 1660, Miami, FL 33131, 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 Mariella Fernandez.

2023 NOV 22 AM 10: 14

I sign this document this 22nd day of November, 2023 and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided in section 817.155 Florida Statutes.

Incorporator:
RIVERWALK EAST DEVELOPMENTS, LLC, a Florida limited liability company
By: SUPER HOLDINGS, LLC, a Florida limited liability company, as Manager
By: G AND G BUSINESS DEVELOPMENTS, LLC, a Florida limited liability company, as Manager

By: ____________________
Name: German Coto
As Its: Manager

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

2023 NOV 30 AM 10:14
SECRETARY OF STATE
TALLAHASSEE, FL
FILED

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 Miami-Dade, State of Florida, the Association named in the said articles has named Mariella Fernandez, as its statutory registered agent.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

By: Mariella Fernandez
Name: Mariella Fernandez

Dated this 22nd day of 11, 2023.

Exhibit "6"

Not Applicable

ACTIVE 19093474v1

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER
MIAMI-DADE COUNTY

THERE IS NO IMAGE ASSOCIATED WITH THIS PAGE.

JUAN FERNANDEZ-BARQUIN

CLERK OF THE COURT AND COMPTROLLER

MIAMI-DADE COUNTY

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JUAN FERNANDEZ-BARQUIN

CLERK OF THE COURT AND COMPTROLLER

MIAMI-DADE COUNTY

THERE IS NO IMAGE ASSOCIATED WITH THIS PAGE.

CFN: 20240380883 BOOK 34231 PAGE 2560
DATE:05/17/2024 03:33:48 PM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

(Reserved for Clerk of Court)

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

**Gary A. Saul, Esq.
Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, FL 33131**

AMENDMENT TO DECLARATION OF 300 BISCAYNE BOULEVARD WAY CONDOMINIUM

THIS AMENDMENT is made as of the 15 day of May, 2024 by **Riverwalk East Developments, LLC, a Florida limited liability company** ("Developer"), to that certain Declaration of **300 BISCAYNE BOULEVARD WAY CONDOMINIUM** recorded March 19, 2024 in Official Records Book 34141, Page 634 of the Public Records of Miami-Dade County, Florida (all as further amended and/or supplemented 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 6.5 of the Declaration, the Developer, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, may unilaterally amend the Declaration, Articles of Incorporation or By-Laws to correct an error, or to effect any other amendment.

C. Developer owns 100% of the Commercial Units and has the right to elect a majority of the Board of Directors of the Association.

D. In accordance with the foregoing, Developer now desires to amend the Declaration in the manner hereinafter set forth.

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. The first paragraph of Section 9.4 of the Declaration is hereby amended as follows (with deleted text struck through and added text underlined and bolded):

9.4 Improvements, Additions or Alterations by Developer or Commercial Unit Owner. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 9 shall not apply to Developer-owned Units and/or improvements made thereto, nor shall any

(Reserved for Clerk of Court)

rules, regulations or other conditions imposed upon improvements, additions or alterations be applicable to the Developer or any Commercial Unit. The Developer and each Commercial Unit Owner shall have the additional right, without the consent or approval of the Association, the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it or them and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, windows, doors, sliding glass doors, floors, ceilings and other structural portions of the Improvements and/or the installation of divider walls ~~and/or signs~~). Further, Developer reserves the right, without the consent or approval of the Board of Directors or other Unit Owners, to 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 9.4 shall be adopted in accordance with Section 6 and Section 10 of this Declaration.

2. Section 17.14 of the Declaration is hereby amended as follows (with deleted text struck through and added text underlined and bolded):

17.14 Signs. Notwithstanding anything to the contrary in this Declaration, the ~~Owners of the Commercial Units~~ **the Developer** may **(even if the Developer no longer owns a Unit)**, subject to the limitations of applicable law, affix or attach lighted or unlighted signs on the exterior **sidewalks, drives, landscaped or hardscaped areas,** walls, doors, ~~adjacent~~ balconies, terraces, patios and/or lanais and/or windows of the Building, (whether same are a part of the Unit, the Limited Common Elements, or the Common Elements) ~~adjacent to the Owner's Commercial Unit, or to the windows of the Commercial Unit,~~ without receiving the consent of the Association, the Board or any other party (other than any applicable governmental authority to the extent that prior approval from them is required by applicable governmental codes, ordinances and/or regulations). **Any signage installed by the Developer pursuant the provisions hereof shall not be removed without the prior written consent of the Developer and in no event shall the installation of signage by the Developer be deemed a material alteration of Common Elements or modification of the appurtenances of the Unit or a Material Amendment. In furtherance of the rights granted hereunder, the Developer (even if not a Commercial Unit Owner) shall be afforded the easements described in Section 3.4(e) and Section 3.4(n) for purposes of installing and connecting any signage desired by the Developer.** Notwithstanding anything herein contained to the contrary, the provisions of this Subsection 17.14 shall not be amended without the affirmative vote of Unit Owners holding not less than four fifths of all voting interests in the Condominium **and the prior written consent of the Developer**.

(Reserved for Clerk of Court)

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

Signed in the presence of:

Name: Beatrice Garcia
Address: 1200 Brickell Avenue, Suite 1660
Miami, FL 33131

Name: Mariella Fernandez
Address: 1200 Brickell Avenue, Suite 1660
Miami FL 33131

Riverwalk East Developments, LLC, a Florida limited liability company

By: ____________________
Name: German Coto
Title: Manager

[CORPORATE SEAL]

Address: 1200 Brickell Avenue
Suite 1660
Miami, FL 33131

STATE OF FLORIDA)
) SS:
COUNTY OF Miami Dade)

The foregoing Amendment was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 15 day of May 2024 by German Coto, as Manager of Riverwalk East Developments, LLC, a Florida limited liability company, on behalf of said entity. He/She is personally known to me or has produced ____________________ as identification.

Name: Rosa Ramentol

Notary Public, State of Florida
Commission No.: HH 135301

My Commission Expires:
May 30, 2025

(Notarial Seal)

ROSA MARIA RAMENTOL
Notary Public - State of Florida
Commission # HH 135301
My Comm. Expires May 30, 2025
Bonded through National Notary Assn.

Exhibit “B”

Due to size, Exhibit B will filed under separate cover.

Exhibit “C”

Commercial Lease

This Commercial Lease ("Lease") is dated as of September 30, 2024, by and between Biscayne 303 LLC ("Landlord") and 300 Biscayne Boulevard Way Condominium Association, INC. ("Tenant"). The parties agree as follows:

Premises. The Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant 919 Sqft. ("Premises") located at 300 Biscayne Boulevard Way, Unit 303, Miami, Florida 33131.

Term. The lease term will begin on September 30, 2024, and will terminate on October 01, 2025.

Lease Payments. The Tenant shall pay to the Landlord monthly installments of $8,500.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 1200 Brickell Avenue Suite 1660-A, Miami, Florida 33129. The payment address may be changed from time to time by the Landlord.

Security Deposit. At the time of the signing of this Lease, the Tenant shall pay to the Landlord, in trust, a security deposit of $25,500.00 to be held and disbursed for the Tenant's damages to the Premises (if any) as provided by law.

Possession. The Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease unless otherwise agreed by both parties in writing. At the expiration of the term, the Tenant shall remove their goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to the Tenant, ordinary wear and tear excepted.

Use of Premises. The Tenant may use the Premises only in conformance with applicable governmental laws, regulations, rules and ordinances for the purpose of conducting a commercial general office business, research and development and all related purposes, and for no other purpose.. The Premises may be used for any other purpose only with the prior written consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall notify the Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

Exclusivity. The Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described) or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenant's primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

Parking. The Tenant shall be entitled to use 1 valet parking space(s) for the parking of the Tenant's customers' motor vehicle(s).

Property Insurance. The Tenant shall maintain casualty insurance on the Premises in an amount not less than $1,000,000.00 The Landlord shall be named as an additional insured in such policies. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. The Tenant shall also maintain any other insurance which the Landlord may reasonably require for the protection of the Landlord's interest in the Premises. The Tenant is responsible for maintaining casualty insurance on its own property.

Liability Insurance. The Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least $2,000,000.00. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

Renewal Terms. This Lease shall automatically renew for an additional period of 1 year per renewal term unless either party gives written notice of termination no later than 60 days. days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

Utilities and Services. The Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

Taxes. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

(a) Real Estate Taxes. The Landlord shall pay all real estate taxes and assessments for the Premises.

(b) Personal Taxes. The Landlord shall pay all personal taxes and any other charges that may be levied against the Premises and which are attributable to the Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

Termination Upon Sale of Premises. Notwithstanding any other provision of this Lease, the Landlord may terminate this lease upon 60 days' written notice to the Tenant that the Premises have been sold.

Destruction or Condemnation of Premises. If the Premises are partially destroyed by fire or another casualty to an extent that prevents the conducting of the Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within 60 days after the occurrence of the destruction, and if the cost of repair is less than $25,000.00, the Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within 60 days, if the cost of repair is $25,000.00 or more, or if the Landlord is prevented from repairing the damage by forces beyond the Landlord's control, or if the property is condemned, this Lease shall terminate upon 20 days written notice of such event or condition by either party and any unearned rent paid in advance by the Tenant shall be apportioned and refunded to it. The Tenant shall give the Landlord immediate notice of any damage to the Premises.

Defaults. The Tenant shall be in default of this Lease if the Tenant fails to fulfill any lease obligation or term by which the Tenant is bound. Subject to any governing provisions of law to the contrary, if the Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by the Landlord to the Tenant, the Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing the Landlord's rights to damages. In the alternative, the Landlord may elect to cure any default, and the cost of such action shall be added to the Tenant's financial obligations under this Lease. The Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of the Tenant's defaults. All sums of money or charges required to be paid by the Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Late Payments. For each payment that is not paid within 30 days after its due date, the Tenant shall pay a late fee equal to 4 percent of the required payment.

Holdover. If the Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), the Tenant shall pay to the Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

Cumulative Rights. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

Remodeling or Structural Improvements. The Tenant shall have the obligation to conduct any construction or remodeling (at the Tenant's expense) that may be required to use the Premises as specified above. The Tenant may also construct such fixtures on the Premises (at the Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not install awnings or advertisements on any part of the Premises without the Landlord's prior written consent. At the end of the lease term, the Tenant shall be entitled to remove (or at the request of the Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition as the Premises at the commencement of this Lease.

Access by Landlord to Premises. Subject to the Tenant's consent (which shall not be unreasonably withheld), the Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants, or workers. However, the Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, the Landlord may enter the Premises without the Tenant's consent. During the last three months of this Lease or any extension of this Lease, the Landlord shall be allowed to display the usual "For Lease" signs and show the Premises to prospective tenants.

Indemnity Regarding Use of Premises. To the extent permitted by law, the Tenant agrees to indemnify, hold harmless, and defend the Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which the Landlord may suffer or incur in connection with the Tenant's possession, use or misuse of the Premises, except the Landlord's act or negligence.

Dangerous Materials. The Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises or that might be considered hazardous by a responsible insurance company unless the prior written consent of the Landlord is obtained and proof of adequate insurance protection is provided by the Tenant to the Landlord.

Compliance with Regulations. The Tenant shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal, and other authorities and the fire insurance underwriters. However, the Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

Mechanics Liens. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises, and the filing of this Lease constitutes notice that such liens are invalid. Further, the Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Lease through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Lease will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

Subordination of Lease. This Lease is subordinate to any mortgage that now exists or may be given later by the Landlord with respect to the Premises.

Assignability/Subletting. The Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this Lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of the Landlord, which shall not be unreasonably withheld.

Notice. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

The Landlord:

Biscayne 303 LLC
1200 Brickell Avenue Suite 1660-A
Miami, Florida 33130

The Tenant:

300 Biscayne Boulevard Way Condominium Association, INC. 300
Biscayne Boulevard Way, Unit 303
Miami, Florida 33131

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

Governing Law. This Lease shall be construed in accordance with the laws of Florida.

Entire Agreement/Amendment. This Lease contains the entire agreement of the parties, and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

The Landlord:
Biscayne 303 LLC

DocuSigned by:

By ______________________ Date: 10/01/2024
German Coto
Landlord

The Tenant:
300 Biscayne Boulevard Way Condominium Association, INC.

By: ______________________ **Date:** Oct-01-24
Mayiyi Bichelli
Building Manager

By: ______________________ **Date:** 10/01/2024
Marcelo Scarinci
Treasurer of the Board of Directors

Exhibit “D”

INTERNATIONAL BOOKING SERVICES, LLC

CONCIERGE SERVICES AGREEMENT

This Concierge Services Agreement ("Agreement") is entered into by and between 300 Biscayne Boulevard Way Condominium Association, Inc., a Florida not-for-profit corporation (hereinafter "Association") and International Booking Services, LLC a Florida limited liability company (hereinafter "IBS")(each may also be referred to herein individually as a "Party" and collectively as the "Parties") on the date signed below to be known as Aston Martin Residences (hereinafter the "Effective Date").

WHEREAS, the Association is the entity formed pursuant to Chapter 718 Florida Statutes that is responsible for the operation of the common elements owned in undivided shares by Unit Owners of the Aston Martin Residences condominium tower located at 300 Biscayne Boulevard Way, Miami Florida 33131 (the "Property"), and

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WHEREAS, IBS is a concierge services company in the business of providing concierge and travel services to condominium associations similar to the Association, for and on behalf of the Board of the Association, and

WHEREAS, the Association desires to retain IBS to provide these concierge services to the Association and Unit Owners under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Association and IBS agree as follows:

1. **Concierge Services To Be Provided**. IBS shall provide the following "Basic Services", all to be included in the monthly fee, for the benefit of the Unit Owners, residents of Units within the condominium building located at the Property (the "Condominium") and their guests:

- On-Site Personnel, who shall be staffed adequately to satisfactorily and adequately provides all Services to be provided pursuant to this Agreement and work the number of hours and days established in a schedule prepared by the Association and provided to IBS which may be modified from time to time by the Association in accordance with its needs upon thirty (30) days notice to IBS:
  - Head Butler Concierge(s)
- Restaurant Reservations/Entertainment (reservations, passes/ticket acquisitions)
- Transportation Reservations
- Amenities offerings Reservations
- Booking tickets for concerts and events
- Spa services Reservations

2. **Compensation for Basic Services.** In consideration of the Basic Services to be provided, the Association shall pay IBS a monthly fee of thirty-four thousand three

hundred thirty-four Dollars ($34,334.00) (the "Monthly Concierge Services Fee") which shall be paid by the Association to IBS via Automated Clearing House ("ACH") or wire transfer on the first day of each month. If Association fails to make a payment timely, a late payment charge of 18% per annum will be charged for each day the payment is late. If payment remains unpaid after thirty (30) days, IBS shall have the right to suspend Basic Services until payment is received in full, with accrued interest.

On the annual anniversary date of this Agreement there shall be a five percent (5%) increase in the Monthly Concierge Services Fee, unless otherwise agreed to in writing between the Parties.

6C Overtime Hours. Any IBS personnel who work overtime hours shall be paid at time and a half upon the approval of those hours by the Building Manager. Except in the event of an emergency, as determined in the reasonable discretion of Association, IBS nor any of its personnel, shall not work or authorize overtime hours for IBS personnel without the prior written approval of the Association.

3. **Beach Experience Services.** IBS will provide Beach Experience Services to the Association as set forth in this Agreement as follows.

a. The "Beach Experience" is a beach day or beach trip for Condominium Unit Owners that includes aquatic or ground transportation from the Property to a first-level beach club at selected beaches in Miami and surrounding areas, as determined and offered by IBS.

b. The Beach Experience Service is exclusively available for Unit Owners and co-owners who are in good standing with the Association, including being current on the payment of all Association assessments. The Association will promptly notify IBS if any Unit Owner is not in good standing.

c. Reservations and booking. A reservation is required for the Beach Experience Service, with a minimum of 24 hours' notice ahead of the intended Beach Experience date and time. The minimum Beach Experience booking period is one day and the maximum booking period is 7 days. Reconfirmation is required for all bookings up to 17 hours (5:00 PM) on the day before the intended time. Failure to reconfirm may result in the cancellation of the booking. Reservations for the "Beach Experience" service are subject to availability and confirmation. IBS reserves the right to decline or cancel any reservation at IBS discretion.

d. The Beach Experience Service accommodates a maximum of twenty-four guests per day. This limit ensures a comfortable and enjoyable experience for all participants.

e. Unit Owner cancellation and refund. Unit Owner cancellation policies for the Beach Experience service are dependent on the service type and notice period. Refer to the IBS website or contact customer service for specific cancellation terms. Refunds, if applicable, will be processed based on the cancellation policy and payment method. Participants who do not show up for a booked Beach Experience without 17 hour prior cancellation notice may be subject to a "no show" fee. Unit Owners are allowed a maximum of 3 "no show" instances in a year. Subsequent "no show" instances may result in booking restrictions.

e. Terms of Service. All participants utilizing the Beach Experience service must be 18 years of age or older, or if under 18 years of age must be accompanied by a parent or legal guardian who is 18 years of age or older. Participants must adhere to all safety instructions and regulations provided by IBS staff during the Beach Experience Service. Any damage caused by a participant to the equipment or facilities during the Beach Experience will be charged to the Unit Owner who reserved the booking, normal wear and tear excepted.

f. Liability and Assumption of Risk. IBS maintains liability insurance coverage for incidents and accidents that may arise from the proper use of the Beach Experience Service. Each participant shall be required to sign an Acknowledgment and Assumption of the Risk and Waiver of Liability in favor of IBS, the Association, and related entities, prior to participating in this service.

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g. Route and Schedule. The Beach Experience Service operates as specified in IBS' posted schedule, Tuesday through Sunday, excluding holidays. Departure times and routes are subject to change due to weather conditions orders of governmental authorities, and unforeseen circumstances.

h. Modifications to Terms. The terms and conditions of the Beach Experience Services may be modified by the Parties upon thirty days' notice by a written amendment to this Agreement, signed by IBS and the Association. Revised terms will be posted on IBS' website upon the full execution of such an amendment.

i. Compensation for the Beach Experience Service. In consideration of the Beach Experience Services to be provided, the Association shall pay IBS a monthly fee of one hundred thousand dollars ($100,000.00) (the "Monthly Beach Experience Services Fee") which shall be paid by the Association to IBS via Automated Clearing House ("ACH") or wire transfer on the first day of each month. If Association fails to make a payment timely, a late payment charge of 18% per annum will be charged for each day the payment is late. If payment remains unpaid after thirty (30) days, IBS shall have the right to suspend the Beach Experience Services until payment is received in full, with accrued interest.

j. Commencement Date for The Beach Experience: The Beach Experience Services shall commence on the agreed-upon start date, as mutually determined by the Parties.

k. Termination of Beach Experience Services. Either Party may terminate the Beach Experience Services without cause by providing the other Party three months prior written notice of termination. Either Party may terminate the Beach Experience Services with cause by providing the other Party seven business day's prior written 'for cause' termination notice. The 'for cause' notice must identify a specific material breach of this Agreement that justifies the termination of the Beach Experience Services and provide seven business days for the Party receiving the 'for cause' notice to cure the alleged breach.

4. **Additional Services.** IBS may also provide Additional Services to Unit Owners and Renters for additional fees on a fee-for-service basis. These Additional Services may include:

- Event Planning, Personal and Corporate
- Travel & Hotel Services
- Household Services
- Property Management (In-Unit Services)
- Health and Wellness Services
- Personal Shopping & Gift Giving
- Pet Care Services
- Other

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The term "Services" may be used in this Agreement to refer collectively to Basic Services, Beach Experience Services, and Additional Services. Notwithstanding the foregoing, the Parties hereto acknowledge that Association shall have no liability to IBS nor its personnel for any Additional Services provided to an individual Unit Owner, resident or their guests, and Association shall be indemnified by IBS, up to limit of the provisions of Section 8 of this Agreement, with regard to any claim, liability, fines, penalties, damages or injury asserted against Association, its directors, officers, members and employees, caused by IBS or its personnel resulting from or in any way related to Additional Services offered or provided by IBS or its personnel.

5. **Term of Agreement and Termination Rights.**

a. This Agreement shall be in force and effect from the Effective Date first written above for a Term of five (5) years, expiring on the fifth anniversary of the Effective Date. The Term will then automatically renew for successive two (2) year periods (each a "Renewal Term"), unless either the Association or IBS provide the other Party with a written Notice of Intent Not to Renew at least sixty (60) days before the expiration of either the Term or a Renewal Term.

b. Either Party may terminate the Agreement without cause by providing the other Party with a written Notice of Termination Without Cause that provides the other Party with sixty (60) days' notice. In the event that any fees for Basic Services that have been satisfactorily and properly provided and billed to the Association are not paid in full two weeks prior to the scheduled termination without cause date as established in the written notice, the termination shall be considered extended until such time as such overdue fees are paid.

c. Either Party may terminate the Agreement with cause by providing the other Party with a written Notice of Termination For Cause that identifies a specific, material breach of contract that is the basis for the For Cause Termination. The Notice shall provide the Party receiving the Notice of Termination For Cause with seven (7) business days from receipt of the Notice within which to cure the material breach of contract or, if the breach cannot be cured within 7 days, to commence the cure and provide written and other objectively demonstrable evidence that the cure has been commenced. If the Party receiving the Notice of Termination For Cause does not cure the breach within the allotted time, then the Agreement shall be considered terminated.

d. Upon termination, each Party shall provide to the other Party an accounting as to all financial matters outstanding as of the date of termination within ten (10) days of termination, without regard to any other disputes outstanding between the Parties.

e. On the effective date of termination of this Agreement, IBS shall immediately cease operations and Services hereunder, and immediately remove from all digital media all copyrights, trademarks and logos that are the property of Association, Condominium or the Aston Martin Residences, and remove all likenesses of the Association, Condominium or the Aston Martin Residences from all digital media, at IBS's sole cost. Further, all physical media containing any copyrights, trademarks or logos that are the property of Association, Condominium or Aston Martin Residences, or the likenesses of these parties, shall immediately be destroyed by IBS. All documents and records maintained by IBS pursuant to or in connection with its performance of this Agreement shall be promptly delivered to Association for copying, but in no event later the effective date of termination.

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6. **Disclosure.** IBS is an affiliated entity, sharing some of the common ownership with the Developer of the Aston Martin Residences, Riverwalk East Developments, LLC. The Association is under no obligation to engage the services of IBS and may engage any other vendor to perform these services. The Association does so voluntarily and with knowledge of this common ownership interest.

7. **IBS is not an Agent of Association**. IBS is and shall continue to be an independent contractor. This Agreement is not intended to and does not create any agency, joint venture, or partnership relationship between IBS and the Association. IBS will be in control of how it performs its services and IBS and its employees will not be controlled by the Association except and to the extent otherwise explicitly stated in this Agreement. IBS and its employees, agents, contractors shall comply with all applicable federal, state and local laws in the performance of this Agreement.

8. **Insurance.**

During the term of this Agreement, IBS shall maintain:

i. Commercial General Liability Insurance through one or more primary and/or umbrella liability policies against claims for bodily injury, property damage, advertising injury and personal injury. The policies shall be written on an occurrence basis with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for the Term of the Agreement.

ii. Commercial Auto Liability with a combined single limit of $1,000,000.00 limit for owned, non-owned and hired automobile liability, in the event on-road vehicles are used in the course of IBS's business.

iii. Workers' Compensation Insurance according to State statutory limits covering all employees or subcontractors of IBS, with employer's liability (coverage B) limits of not less than $1,000,000.00 for bodily injury by accident and bodily injury by disease, respectively.

iv. The Association shall be named as an additional insured in all policies specified above, except for the worker's compensation insurance, and IBS shall provide to Association for each of such policies an endorsement which shall confirm such additional insured status and which shall contain a provision that the policies shall neither be cancelled nor modified without thirty (30) days prior written notice to the Association. IBS shall provide Association copies of the policies, endorsements and any related documents within 15 days upon request by the Association for such documents. All policies required hereby of IBS shall be primary and non-contributory with or in excess of any coverage which the Association has purchased and contain a waiver of subrogation against the Association.

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9. **Indemnification** IBS, at its expense but only to the extent limited below, shall indemnify and hold harmless Association, its members, officers, directors, agents and employees, from all suits, claims, damage, losses and expenses, including reasonable attorneys' fees, arising out of or in any way related to its performance of this Agreement and caused or claimed to be caused by IBS, its employees, agents, or officers, or anyone engaged by IBS in the performance of or in any way related to this Agreement ("IBS's Indemnification Obligation"). IBS's Indemnification Obligation shall not include any claims or liabilities arising from the sole gross negligence or sole willful misconduct of Association, its agents, officers, or employees. In any and all events, IBS's Indemnification Obligation is expressly limited to the remaining policy limits of IBS's applicable insurance policy limits. Association shall give IBS prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for IBS's Indemnification Obligation hereunder, provided, however, that lack of such notice shall not necessarily be a waiver of IBS's Indemnification Obligation to Association. IBS's Indemnification Obligation set forth herein is in lieu of and to the exclusion of any other obligation of indemnification running to Association, which would otherwise exist at law or in equity. The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. **Reporting Requirement**. IBS shall provide to the Association, in a form suitable for presentation, written status reports on the programs and activities funded pursuant to this Agreement. These reporting requirements shall include and are limited to monthly activity reports of the number of IBS bookings for each Basic Service and Additional Service booked each month.

11. **Force Majeure**. In the event that the Aston Martin Residences, Condominium or Property is impacted by a tropical storm, pandemic, order of a governmental entity, or other similar event ("force majeure") then IBS may be excused from or have reasonable additional time granted for the performance of the Services that have been adversely impacted by the force majeure but only to the extent that performance of such Services are impacted by such force majeure event. In addition, to the extent that IBS is requested, in writing by Association, to provide extraordinary services to the Association as a result of a force majeure event, including but not limited to, services to the Association's or Unit Owners' insurance adjusters to process claims, services in connection with a major storm damage reclamation, reconstruction, or renovation

project of the Association's property beyond normal day-to-day operations, IBS shall be paid pursuant to the terms mutually agreed to between Association and IBS, or if no such agreement has been reached, then an equitable and reasonable additional compensation for such services.

12. **Non-Solicitation of IBS Employees.** The Association understands and agrees that IBS expends considerable time, money, and resources training and developing its employees in order to have a competent, efficient, and specialized work force. The Association shall not directly solicit or hire any of IBS's Employees during the term of this Agreement and for a period of one year following the date of expiration or termination of this Agreement. For purposes of this paragraph, "IBS's Employees" means any person who has provided services to the Association while employed by IBS, including any employee specifically hired for the Association.

13. **Recovery of Litigation Fees and Costs.** In any dispute between the Association and IBS that arises out of or relates to this Agreement, the prevailing party shall recover from the non-prevailing party all its attorney and expert fees, court costs and other costs incurred by the prevailing party in all trial courts and appellate courts, including all attorneys' and expert's fees and costs incurred in connection with determining the amount of attorneys' and expert fees and costs that should be awarded.

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14. **Jurisdiction and Venue.** This Agreement was executed in Miami-Dade County, Florida, all payments for services rendered shall be made in Miami-Dade County, Florida and the Parties submit themselves to the jurisdiction and venue of the federal and state courts in and for Miami-Dade County Florida. The Parties expressly and irrevocably waive venue in any other court or locale and select the courts in Miami-Dade County as the exclusive venue for any action arising out of or relating to this Agreement or the Services performed hereunder.

15. **Waiver of Jury Trial. THE ASSOCIATION AND IBS EXPRESSLY WAIVE TRIAL BY JURY IN ANY DISPUTE, CLAIM, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE PERFORMANCE OF THE SERVICES HEREUNDER AND AGREE INSTEAD TO HAVE A JUDGE RESOLVE SUCH A DISPUTE.**

16. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from the Agreement without affecting the validity of any other provision hereof.

17. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all prior written and all prior and contemporaneous oral agreements, understandings, inducements, and conditions, express or implied, among the Parties with respect hereto. This Agreement may only be amended by a written instrument signed by both Parties.

18. **Counterparts.** This Agreement may be executed in any counterparts, each of which shall be an original as against any Party whose signature appears thereon and all of

which together shall constitute one and the same Agreement. Electronic and PDF signatures shall constitute originals.

19. **Construction of Agreement.** This Agreement has been negotiated by the respective Parties hereto, and the language hereof shall not be construed more strictly against either Party. This Agreement shall be construed and enforced under Florida law, without regard to its conflict of laws provisions.

20. **Authority to Execute.** By executing this Agreement, each Party affirmatively represents that it has the corporate capacity to execute this Agreement and has performed all necessary corporate acts required to execute this Agreement, if any.

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21. **Time is of the Essence.** Time is of the essence in the performance of each obligation of the Parties under this Agreement.

22. **Notice.** All notices permitted or required hereunder shall be made in writing and shall be delivered via commercial courier delivery and email to the Parties as follows:

If to IBS:

Attention: [redacted]
International Booking Services, LLC
[address]
Miami, FL 33131
Email: [redacted]

If to Association:

Attention: [redacted]
300 Biscayne Boulevard Way Condominium Association, Inc.
300 Biscayne Boulevard Way
Miami, FL 33131
Email: [redacted]

With copy to:

Roberto C. Blanch, Esq.
SIEGFRIED RIVERA
201 Alhambra Circle, 11th Floor
Coral Gables, FL 33134
[illegible]

23. **Confidentiality and Non-Disclosure.** IBS and the Association each agree to maintain the confidentiality of each other's proprietary and sensitive information disclosed to the other Party during the Term of the Agreement. The following information is deemed Confidential Information:

- Personal information or data such as the name, phone number, postal address, and/or email address of Unit Owners, Residents of Units at the Condominium, Renters, and their guests and IBS's employees.

- The Association's method(s) of payment for Basic Services and a Unit Owner's, Residents of Units at the Condominium, Renter's, or their guests method of payment for Additional Services.
- The names, contact information, and terms of use or contract terms of any vendor or service provider with whom IBS contracts or engages in business in order to provide Services.
- Any other data or information which a Party marks as "Confidential Information" at the time the Party discloses the information to the other Party.

The Association and IBS shall not disclose any Confidential Information to any third-party. Notwithstanding the foregoing, the provisions of this Section do not apply to a disclosure of information or documentation that is required by applicable law.

24. **Binding on Successors and Assigns**. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and each of their respective successors and assigns, subject to the limitations on assignment and subcontracting set forth herein.

25. **Modifications and Amendments**. No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed on behalf of each Party by a duly authorized representative.

26. **Headings**. All section and paragraph headings are for reference and convenience only and do not alter, amend, explain, interpret or otherwise affect the terms and conditions of this Agreement.

Done and Agreed to on this 1st **day of** March **2023 by:**

THE ASSOCIATION – **300 Biscayne Boulevard Way Condominium Association, Inc.** (signature) By: (type name) MARCELO SCARDINO As Its: (Type Title) TREASURER	**IBS –** **International Booking Services, LLC.** a Florida limited liability company By: SUPER HOLDINGS, LLC, a Florida limited liability company, as Manager By: G AND G BUSINESS DEVELOPMENTS, LLC, a Florida limited liability company, as Manager By: __________ Name: German Coto

Exhibit “E”

SERVICES AGREEMENT.

THIS AGREEMENT made effective as of the ____19_____ day of _APRIL_, 2024______(the "Effective Date"), by and between **300 Biscayne Boulevard Condominium Association Inc.** referred to as **"CLIENT"** and **POLTER, LLC**. referred as **"POLTER" (the "Contract").** **CLIENT and POLTER may also each be referred to herein individually as a "Party" and collectively as "Parties."**

WITNESSETH

WHEREAS, POLTER is an experienced services Asset Protection in the State of Florida and desires to provide these services to CLIENT in accordance with the terms of this Contract, and

WHEREAS, CLIENT desires that POLTER furnish these services at those premises described in this Contract and in accordance with the terms of this Contract.

NOW THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1
TERM OF CONTRACT

This Agreement will begin on __**MAY 01, 2024**_. It shall remain in full force and effect until_**APRIL 30, 2025**_____. CLIENT may, at its option, decide to extend the term of this Contract, by providing POLTER with at least thirty (30) days written notice of its intent to exercise this option.

Section 2
SERVICES TO BE PROVIDED BY POLTER

POLTER shall provide Asset Protection Service to the building and premises of the CLIENT at 300 Biscayne Boulevard Way, Miami Florida (the "Premises") as follows:

(a) Asset Protection Associates (1 shift of 8 hours each) who shall patrol the building and its premises ($ 23.00 / hour x 3 shifts).

(b) The Asset Protection Associates must be adequately trained to perform asset protection services. Each associate must have training in emergency response, First Aid and CPR, Fire Prevention and Safe Evacuation, Control of Substances Hazardous to Health, and Training in Incident Notification and Investigation.

(c) The Asset Protection Associates shall have the following shifts:

(3) associate from 0700 am – 0300 pm (8 hours)
(3) associates from 1500 hrs. to 2300 hrs. (8 hours)
(3) associates from 2300 hrs. to 0700 hrs. (8 hours)

(e) For the performance of the services herein, the Asset Protection Associates may be given keys to the Premises.

(f) In the event that a golf cart is required for the performance of services under this Contract, CLIENT shall be charged a monthly fee for such vehicles. Fee will be billed at $ 400 a month.

(g) In the event of an emergency, the Supervisor or Lead Associate on duty shall contact the Local Police and/or 911.

Section 3
CONTRACTOR'S PERSONNEL

3.1 POLTER shall be fully responsible for all work and services performed by its Asset Protection Associates, and shall for this purpose employ licensed, qualified, competent, and well-trained personnel to perform the services under the Contract.

3.2 POLTER shall take all reasonable measures to ensure that POLTER's personnel conform to the highest standards of moral and ethical conduct and to the requirements of Florida and Federal laws and regulations. CLIENT may, at any time, request in writing the withdrawal or replacement of any personnel of POLTER assigned to perform work or services under this Contract. POLTER shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by CLIENT for withdrawal or replacement of POLTER personnel shall not be deemed a termination of this Contract.

3.3 CLIENT shall not be liable for any action, omission, negligence, or misconduct of the POLTER employees, agents, servants, or subcontractors nor for any insurance coverage which may be necessary or desirable for the purpose of this Contract, nor for any costs, expenses or claims associated with any illness, injury, death, or disability of the POLTER employees, agents, servants, or subcontractors performing work or services in connection with this Contract.

Section 4
PAYMENT FOR CONTRACTOR'S SERVICES

4.1 For performance of the services herein, CLIENT shall pay POLTER, in local currency, the equivalent of US$ 23.00 an hour plus 7% State and County Sales Tax.
4.2 CLIENT will be billed at time and a half for the Holidays (7 – seven) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Veterans Day.
4.3 All requested additional hours with less than 48 hours' notice will be billed at the overtime billing rate.
4.4 Services will be billed 1st day of the month and payment is due within fifteen (15) days of the invoice date.
4.5 The above rates shall become effective as of the Effective Date and shall remain in force for the Term.

Section 5
INSURANCE AND LIABILITIES TO THIRD PARTIES

5.1 POLTER shall provide and thereafter maintain all liability insurance to cover its employees, agents, servants, and subcontractors performing work or services in connection with this Contract. It is hereby agreed and understood that PPOLTER is not an insurer of property or persons guarded. In case a claim is made by any person, entity, or corporation including, against POLTER, shall not be entitled to retain the amount of such claim or of any monies due or owing to POLTER hereunder. CLIENT assumes all risks of loss, physical damage and personal injury at its location or any other property resulting from fire, criminal conduct, or other casualty and CLIENT waives and defends any other claim of recovery and it's insures; right of subrogation against POLTER for any loss or damage resulting from any occurrence on a claims made basis.

5.2 POLTER shall provide and thereafter maintain third party Liability Insurance in the amount ($2.000.000 / $1.000.000) for personal injury or death, loss of, or damage to property arising from the acts or omissions of POLTER, its agents, servants, employees, or subcontractors performing work or services in connection with this Contract, including the operation of any vehicles or other equipment.

Section 6
SERVICE OF NOTICES

Any notice required or permitted to be given or made under this Contract shall be in writing and in the English language. Such notice shall be deemed to be duly given or made when it shall have been delivered by hand, mail, or e-mail to the Party to which it is required to be given or made at such Party's address specified below, or at such other address as the Party shall have specified in writing to the Party giving such notice or making such request.

For CLIENT – 300 Biscayne Blvd. Way Condominium Association, Inc..:

Name: Marcelo Scarinci

Signature:

Title: TREASURER

Date: MAY-2-24

For POLTER - Polter LLC:

Leonardo Polo, Manager
6160 SW 195th AVE.
Fort Lauderdale, FL 33332
Cell phone No.: __954-205-8630_____
Email Address: _polterllc@hotmail.com____

Section 7
LEGAL STATUS

POLTER and CLIENT are and shall continue to be independent contractors. POLTER, not CLIENT control and direct POLTER'S personnel and subcontractors and they are not in any respect the employees or agents of CLIENT. POLTER shall not represent to anyone that it is an agent, joint-venturer or affiliate of CLIENT.

Section 8
SOURCE OF INSTRUCTIONS

POLTER shall neither seek nor accept instructions from any authority external to CLIENT in connection with the performance of its services under this Contract. POLTER shall refrain from any action, which may adversely affect CLIENT and shall fulfill its commitments with the fullest regard to the interests of CLIENT.

Section 9
ASSIGNMENT

POLTER shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of POLTER rights, claims or obligations under this Contract except with the prior written consent of CLIENT.

Section 10
OBSERVANCE OF THE LAW

POLTER shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

Section 11
AUTHORITY TO MODIFY

No modification or change in this Contract shall be valid and enforceable against CLIENT unless provided by a written amendment to this Contract signed by POLTER and CLIENT.

Section 12
TERMINATION

Either Party may terminate this Contract with 30 days (thirty) prior writing notice to the other Party.

Section 13
FORCE MAJEURE

In the event that Miami is impacted by a tropical storm, pandemic, order of a governmental entity, or other similar event ("force majeure") then POLTER and/or CLIENT may be excused from or have reasonable additional time granted for the performance of the services or obligations under this Contract that have been adversely impacted by the force majeure.

Section 14
ATTORNEY'S FEES AND COSTS

In any dispute between CLIENT and POLTER that arises out of or relates to this Contract, the prevailing party shall recover from the non-prevailing party all its attorney and expert fees, court costs and other costs incurred by the prevailing party in all trial courts and appellate courts, including all attorneys' and expert's fees and costs incurred in connection with determining the amount of attorneys' and expert fees and costs that should be awarded.

Section 15
JURISDICTION, VENUE AND WAIVER OF JURY TRIAL

This Contract was executed in Miami-Dade County, Florida, the services shall be performed in Miami-Dade County, all payments for services rendered shall be made in Miami-Dade County, and the Parties submit themselves to the jurisdiction and venue of the federal and state courts in and for Miami-Dade County Florida. The Parties expressly and irrevocably waive venue in any other court or locale and select the courts in Miami-Dade County as the exclusive venue for any action arising out of or relating to this Agreement or the Services performed hereunder.

CLIENT AND POLTER EXPRESSLY WAIVE TRIAL BY JURY IN ANY DISPUTE, CLAIM, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE PERFORMANCE OF THE SERVICES HEREUNDER AND AGREE INSTEAD TO HAVE A JUDGE RESOLVE SUCH A DISPUTE.

Section 16
SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from the Agreement without affecting the validity of any other provision hereof.

Section 17
ENTIRE AGREEMENT

This Contract constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and all prior and contemporaneous oral agreements, understandings, inducements, and conditions, express or implied, among the Parties with respect hereto. This Contract may only be amended by a written instrument signed by both Parties.

Section 18
COUNTERPARTS

This Contract may be executed in any counterparts, each of which shall be an original as against any Party whose signature appears thereon and all of which together shall constitute one and the same Agreement. Electronic and .PDF signatures shall constitute originals.

Section 19
CONSTRUCTION OF CONTRACT

This Contract has been negotiated by the respective Parties hereto, and the language hereof shall not be construed more strictly against either Party. This Contract shall be construed and enforced under Florida law, without regard to its conflict of laws provisions.

Section 20
AUTHORITY TO EXECUTE

By executing this Contract, each Party affirmatively represents that it has the corporate capacity to execute this Contract and has performed all necessary corporate acts required to execute this Agreement, if any.

Section 21
TIME IS OF THE ESSENCE

Time is of the essence in the performance of each obligation of the Parties under this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have affixed their signatures below:

CLIENT -

300 Biscayne Boulevard Condominium
Association Inc.
A Florida limited liability company
By: SUPER HOLDINGS, LLC, a Florida limited liability company, as Manager
By: G AND G BUSINESS DEVELOPMENTS, LLC, a Florida limited liability company, as Manager

By:
Name: Marcelo Scarinci

POLTER -

Polter, LLC

By:
Leonardo Polo
As its: Manager

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

WILTON SIMPSON
COMMISSIONER

DIVISION OF LICENSING

02/23/24	02/23/27	B 3400048
DATE ISSUED	DATE OF EXPIRATION	LICENSE NUMBER

POLTER, LLC.
6160 SW 195TH AVE
FORT LAUDERDALE, FL 33332

POLO, LEONARDO, OTHER

THE *SECURITY AGENCY* NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.

WILTON SIMPSON
COMMISSIONER

POLTER LLC
SECURITY SERVICES

7:16 AM - Basement roller door closed.

9:22 AM - Basement roller door opened for loading dock personnel.

3:02 PM - Basement roller door closed.

3:28 PM - "Lucido" boat docked to pick up residents from unit 5105 (authorized by management per Mr. Matias).

3:46 PM - "Lucido" boat left the dock.

7:00 PM - 8:00 PM - Security guard José Gómez covered the front desk for agent's break as per Ms. Ana Avila's request.

7:20 PM - "Lucido" boat returned to drop off resident from unit 5105.

8:15 PM - Security guard Jackson Dalis inspected floors 57 to 63 for secure sliding doors and windows.

All offices facing the water sidewalk were found secure.

No issues reported on floors 67, 66, 54, and 30.

Damage: N/A	Companies Involved:

POLTER LLC
SECURITY SERVICES

INCIDENT REPORT #:

Created By:	Leonardo	**Date Created:**	October 27, 2024
Location:	300 Biscayne Blvd Way Miami FL 33131	**Status**	
Event Date:	October 25 & 26, 2024	**Event Time:**	

Friday, October 25

8:01 AM - Basement roller door opened.

9:18 AM - Electric company "Power Corp" replaced a street light post.

12:28 PM - Alarm system activated. Fire alarm panel showed an alert on the 15th floor (see attached picture). Front Desk notified this as a false alarm.

Probable Cause: Dust from Modern Stone workers possibly triggered alarm sensors.

12:38 PM - Miami Fire Department arrived at the building.

12:42 PM - Miami Fire Department departed.

5:04 PM - Basement roller door closed.

5:18 PM - Mr. Leca opened the basement and closed it at 5:24 PM.

5:32 PM - A yacht docked at the water dock for resident drop-off. Security guard Jackson Dalis explained the resident pick-up/drop-off protocol.

7:00 PM - Security guard José Gómez inspected floors 57 to 63 to ensure all sliding doors and windows were closed and locked.

All offices facing the water sidewalk were found secure.

No issues reported on floors 67, 66, 54, and 30.

Saturday, October 26

7:14 AM - Basement roller door opened by Mr. Julio from G&G to receive Ramtech company.

POLTER LLC
SECURITY SERVICES

	Attachments:

ADDITIONAL NOTES:

See Attachment

POLTER LLC
SECURITY SERVICES

INCIDENT REPORT #:

Created By:	Leonardo	**Date Created:**	October 16, 1024
Location:	300 Biscayne Blvd Way Miami FL 33131	**Status**	
Event Date:	October 15, 2024	**Event Time:**	

Tuesday, October 15th:

7:30 AM: Basement roller door was opened, as requested by Mr. Leca.
2:26 PM: Fire alarm system activated, showing a "Water Flow" alarm on FL 37, Stair 4.
2:29 PM: Fire alarm system activated again.
2:30 PM: Security guard Wilberth Ortiz notified the front desk that it was a false alarm.
2:36 PM: Miami Fire Department arrived at the building. The likely cause was moisture on the flow switch of the water pipes on Floor 34, Stair 4.
3:15 PM: Miami Fire Rescue provided a protocol procedure, requesting one security guard per ten floors to perform a fire watch patrol every 30 minutes. The patrol involved walking every floor, recording details (date, start and finish time, initials of the guard, and any issues) to check for possible fires, since the fire alarm system was offline.
4:00 PM: Security personnel (total of 13 guards) began the fire watch patrol.
8:00 PM: Century Fire Alarm Company personnel arrived and were escorted by maintenance to work on the fire alarm system.
8:30 PM: Century Fire Alarm Company completed their work, and the fire alarm system was reactivated.
Rest of the night: No further issues to report.

Property Damage: N/A	**Companies Involved:**

Exhibit “F”

CLEANING SERVICES AGREEMENT.

THIS AGREEMENT made effective as of the _____ day of _______, __2024 (the "Effective Date"), by and between. **300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION INC.** referred to as **"CLIENT"** and **CLEANING MIAMI FLORIDA LLC.** referred as **"CLEANING" (the "Contract"). CLIENT and CLEANING may also each be referred to herein individually as a "Party" and collectively as "Parties."**

BACKGROUND

A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide cleaning services to the Client.

B. The Contractor is agreeable to providing such cleaning services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following cleaning services (the "Services"):

- Cleaning Maintenance.

2. The venue for delivery of the Services is:

- 300 Biscayne Blvd Way, Miami.

3. The time for delivery of the Services is:

- Monday to Sunday.

4. The Services will also include any other cleaning tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

5. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until February 1, 2024, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

6. In the event that either Party wishes to terminate this Agreement prior to May 01, 2024, that Party will be required to provide 10 days' written notice to the other Party.

PERFORMANCE

7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

8. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

9. The Contractor will charge the Client for the Services at the rate of $38,126.00 per month (the "Compensation").

Covering a total of 400 hours per week distributed as follows:
1 shift from 07:00am to 03:00 pm
1 shift from 03:00pm to 11:00 pm
Pay rate $15 / Rate hour $22

10. The Client will be invoice the first day of the month.

11. Invoices submitted by the Contractor to the Client are due within 15 days of receipt.

12. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

13. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

INTEREST ON LATE PAYMENTS

14. Interest payable on any overdue amounts under this Agreement is charged at a rate of 1.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

TRADE SECRETS

15. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.

16. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

RETURN OF PROPERTY

17. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

AUTONOMY

19. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

20. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all equipment, accessories, chemicals, solvents, cleaning fluids, workwear and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

21. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. 300 Biscayne Boulevard Condominium Association Inc.
300 Biscayne Blvd. Way, Miami, 33131

b. Cleaning Miami Florida Llc
10951 Cypress Rd, Pembroke Pines, 33026

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier

INDEMNIFICATION

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSE

24. The expenses for cleaning products included in this contract are: basic cleaning elements, replacement of supplies for the bathrooms, paper, napkins, hand soaps, garbage bags for the bathroom baskets.

MODIFICATION OF AGREEMENT

25. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party

TIME OF THE ESSENCE

26. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

27. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

28. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

29. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

30. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

31. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

32. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

SEVERABILITY

33. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

34. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 02 day of May, ________.

300 Biscayne Boulevard
Condominium Association Inc.

Per: ________

Officer's Name: Marcelo Scarinci

Cleaning Miami Florida LLC

Per: ________

Officer's Name: Maria E Polo

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cleaning Miami Florida llc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate

☐

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from FATCA reporting code (if any) ________

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
10951 Cypress rd, Pembroke Pines

Requester's name and address (optional)

6 City, state, and ZIP code
33026

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

8 3 - 2 1 1 8 4 1 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶ 26/01/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYCHEX INSURANCE AGENCY, INC. 225 Kenneth Drive ROCHESTER, NY 14623	CONTACT NAME: Paychex Insurance Agency Inc PHONE (A/C, No, Ext): 877-266-6850 FAX (A/C, No): 585-389-7426 E-MAIL ADDRESS: certs@paychex.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Technology Insurance Company
INSURED Cleaning Miami Florida LLC 10951 Cypress Rd Pembroke Pines, FL 33026	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4378266	02/20/2024	02/20/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
300 Biscayne Boulevard Way Condominium Association Inc. 300 Biscayne Blvd. Way Miami, FL 33131	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Mary P Stoole

ADDENDUM TO CONTRACT

This Addendum ("Addendum") is hereby entered into this 02 day of May, 2024, by and between 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC. ("Association") and CLEANING MIAMI FLORIDA LLC. ("Contractor").

WHEREAS, the parties are entering into a contract wherein the Contractor will provide services to the Association ("Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement according to the terms set forth in this Addendum ("Addendum").

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

1. Notwithstanding anything to the contrary contained in the Agreement, in any and all litigation arising out of or relating to this Agreement between the parties, or to the interpretation or enforcement hereof, the prevailing party shall be entitled to recover the prevailing party's attorney's fees and all expenses, even if not taxable as court costs, at trial and all appellate levels.

Except as expressly amended by this Addendum, all terms of the Agreement are in full force and effect.

ASSOCIATION:

300 Biscayne Boulevard Way
Condominium Association, Inc.

By: ______________________
Name: Marcelo Scarinci
Title: TREASURER

CONTRACTOR:

Cleaning Miami Florida LLC

____
Name: Maria E Polo
Title: Manager

ADDENDUM TO CONTRACT

This Addendum ("Addendum") is hereby entered into this 19 day of April, 2024, by and between 300 BISCAYNE BOULEVARD WAY CONDOMINIUM ASSOCIATION, INC. ("Association") and CLEANING MIAMI FLORIDA LLC. ("Contractor").

WHEREAS, the parties are entering into a contract wherein the Contractor will provide services to the Association ("Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement according to the terms set forth in this Addendum ("Addendum").

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

1. Notwithstanding anything to the contrary contained in the Agreement, in any and all litigation arising out of or relating to this Agreement between the parties, or to the interpretation or enforcement hereof, the prevailing party shall be entitled to recover the prevailing party's attorney's fees and all expenses, even if not taxable as court costs, at trial and all appellate levels.

Except as expressly amended by this Addendum, all terms of the Agreement are in full force and effect.

ASSOCIATION:	CONTRACTOR:
300 Biscayne Boulevard Way Condominium Association, Inc.	Cleaning Miami Florida LLC
By: ______ Name: MARCELO SCARINCI Title: TREASURER	______ Name: Title:

Exhibit “G”

RIVERSIDE ALLIANCE MANAGEMENT, LLC

CONDOMINIUM ASSOCIATION MANAGEMENT AGREEMENT

This Condominium Association Management Agreement ("Agreement") is entered into on the date signed below and becomes effective on the date the City of Miami-Dade issues a Temporary Certificate of Occupancy ("TCO") for the condominium building located at 300 Biscayne Boulevard Way, Miami, Florida 33131 (hereinafter the "Effective Date"), by and between 300 Biscayne Boulevard Way Condominium Association, Inc., a Florida not-for-profit corporation (hereinafter "Association") and Riverside Alliance Management, LLC a Florida limited liability company (hereinafter "Manager")(each may also be referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the Association is the entity formed pursuant to Chapter 718 Florida Statutes that is responsible for the operation of the common elements owned in undivided shares by Unit Owners of the Aston Martin Residences condominium tower located at 300 Biscayne Boulevard Way, Miami Florida 33131 (the "Property"), and

WHEREAS, Manager is in the business of professionally managing such condominium associations for and on behalf of the board of condominium associations and is licensed and shall maintain its license as a Community association management firm pursuant to Florida Statutes Sections 468.431-468.438 (2023), and

WHEREAS, the Association desires to retain Manager to manage the Association under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Association and the Manager agree as follows:

1. **Management of the Association.** The Association hereby retains and appoints the Manager to manage the Association and the Manager hereby accepts exclusive management duties under the terms and conditions herein. The Association understands and agrees that the function of the Manager is the management of the Association under the authority and direction of the Board of Directors (the "Board") of the Association and the Officer of the Association that the Board designates at its first Board meeting as its "Association Representative" for the Manager to confer with and take direction from. Manager shall be properly licensed as a Community Association Manager in the State of Florida at all times during the performance of services by or on behalf of the Association pursuant to this Agreement and the on-site manager assigned to Association pursuant to this Agreement shall also be properly licensed at all such times as a Community Association Manager in the State of Florida.

2. **Management Services To Be Provided**. Under the direct supervision of the Board and its Authorized Representative, the Manager shall perform the services described in this

paragraph 2. The expenses incurred in performing the Management Services shall be paid only out of the sums available in the accounts of Association. The Manager shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of Association funds. The Manager will also not be obligated to incur any liability or obligation for the account of the Association, without assurances that the necessary funds are available for payment thereof.

Manager's performance of the Management Services shall commence on the first day of the month in which one or more Unit closing(s) occur or on the date that the TCO for the Property is issued, whichever occurs first.

Specific Management Services to be Performed:

a) Maintain and update the Association's corporate governing documents and make all required filings with any governmental agencies.

b) Prepare, annually, a proposed operating budget and reserve report and schedule for the Association's Board approval, including proper reserve schedules in accordance with reserve studies prepared at the Association's expense by a third party expert as may be authorized by the Board from time to time, setting forth an itemized statement of anticipated receipts and disbursements and taking into account the general condition of the Association and the Condominium. Said budget shall be submitted to the Association not less than thirty (30) days prior to the beginning of each fiscal year, with the exception of the 1st budget which will can take an additional three months. The budget shall include an estimate of reserves required by law. The budget shall serve as a supporting document for the schedule of assessments.

c) Establish a billing and collection system for regular and special assessments. Collect all regular and special assessments due from Unit owners and such other funds that are owed to the Association, all to include interest, charges, and penalties attendant thereto. Take such further action in the name of the Association by way of legal process or otherwise as may be required for the collection of delinquent assessments or accounts. The Association shall pay the legal and other costs of collection. The Manager shall be in charge of all collections except to the extent that the collection of a specific account has been turned over to attorneys or a collection agent. All monies collected by the Manager shall, upon receipt, be deposited in a bank account selected by and in the name of the Association.

d) Maintain an up-to-date Unit Owner roster and list with complete current contact data and in compliance with Chapter 718, Florida Statutes.

e) Process all Association accounts payable invoices. Verify all incoming invoices with regards to accuracy ensuring all unit prices, extensions, and discounts are reflected. Prepare checks and/or electronic funds transfers to be drawn against the Association' accounts for the payment of invoices when due.

f) Reconcile and balance bank statements for all of the Association's bank accounts.

g) Provide the Board with complete financial and accounting records every month within twenty-five (25) days after the closing of the prior month, with the exception of the 1st financial statement which will take an additional three weeks. The reports to be provided will include, but not be limited to:
   i. General Ledger showing revenues and each disbursement by check number and category for the month,
   ii. Budget Report which will include each month's actual expenditure category compared with the approved budget indicating any variances.
   iii. A year-to-date report comparing actual expenditures vs. the approved budget and year-to-date.
   iv. A Delinquency Report prepared on the twentieth (20th) of each month showing all past due accounts.

h) Operate the Association property according to the approved budget of the Association and consistent with the direction of the Board, subject to proper funding being received by the Manager to operate in accordance with the budget. The Manager shall make every reasonable effort to see that members are informed of the rules, regulations and notices as may be promulgated by the Association from time to time.

i) Take such action as may be necessary to comply with any and all orders or requirements affecting the Association by any federal, state, county or municipal authority having jurisdiction thereof, subject to adequate funding being provided by the Association to cover such expenditures. The Manager, however, shall not take any action under this paragraph so long as the Association is contesting or has confirmed its intention to contest any such order or requirement. The Manager shall use reasonable efforts (generally within three (3) business days) from the time of their receipt to notify the Association, in writing, of all orders and notices of requirements.

j) Oversee the maintenance of the common elements, common areas, appurtenances, and recreational facilities in accordance with industry standards.

k) Assist the Association in establishing budgets, reserve accounts, funding those budgets and accounts, and expending those reserved funds for the future maintenance, repair, and replacement of the common elements as may be described in the Association's Declaration of Condominium at Sections and Chapter 718, Florida Statutes.

l) Provide onsite personnel for the Association as detailed in Exhibit A. The onsite personnel shall be employed by Manager. Manager shall engage and supervise all persons (which person or persons may be engaged on a part-time or full-time basis) as necessary to properly maintain and operate the Condominium, in the Manager's reasonable judgment, the budget of the Association and the directives of the Board. All personnel engaged by Manager shall be with the prior written approval of a designee of the Board. Manager agrees to replace any individual whose removal is requested by the Board with alternative personnel accepted by the Board within a reasonable, mutually agreed upon period of time. Notwithstanding the foregoing, all employee assignments, reassignments, and removals shall be conducted pursuant to Manager's employment policies and applicable law.

m) Provide ongoing training for (if applicable) employees at no additional cost to the Association.

n) All necessary workers' compensation insurance will be carried by Manager in favor of the Manager and the Association. A certificate of insurance evidencing such coverage will be provided to the Association upon signing of this Agreement.

o) Manager's employees shall be entitled to vacation days, sick days, bereavement days, jury duty and seven (7) paid holidays in accordance with the relevant provision of the Manager's Employee Policy Manual. The Manager shall stagger vacation days and holidays of employees so as not to adversely overlap the absences of Manager's employees from the Association.

p) To facilitate the payroll process, the Association shall establish an automated payment of the full payroll fund amount with Board approval of the payroll amount required on the Tuesday before each payday.

q) The Board Members of the Association approve the automatic withdrawal of the payroll amount every two weeks.

r) Obtain bids for all service contracts and proposals for any major work to be performed for review by the Board.

s) Observing and reporting on all standard services provided to the Association.

t) Review of property conditions and providing appropriate recommendations, after thorough investigation, as part of a continuing program to secure performance by the members of all on-site maintenance teams who serve the Association.

u) Establish a program of preventive maintenance to effectively reduce future capital expenditures consistent with the Board of Directors and approved budget.

v) Review and make recommendations for the betterment of the aesthetics of the common elements and property to the Board. Perform routine property inspections not less than weekly and make such recommendations to the Board as to maintenance and improvements to the common elements not less than monthly. Throughout the term of this Agreement, the Manager shall prepare and continuously update a detailed list of all Association equipment and property and recommended maintenance schedules for all such equipment and property. Manager shall further provide an annual assessment report of the common elements.

w) Maintain a fidelity bond on the Manager.

x) Provide financial information to the Association's accountants for their use in preparing tax returns and audits; provided, however, Manager shall not be responsible to prepare the Association's annual audit or tax returns.

y) Coordinate with Association's accountant for the filing of all Internal Revenue Service returns and year-end statements upon receipt of completed accounting work.

z) Supervise and instruct Manager's on-site employees to direct all Association operations required by this Agreement.

aa) Hire, train, and supervise on-site maintenance and janitorial personnel in their day- to-day responsibilities.

bb) Hire, train, and direct any other Manager on-site personnel that may be required to successfully operate the Association property as required by this Agreement.

cc) Purchase all necessary supplies and materials at the Association's expense ensuring that the Association is receiving competitive prices for all goods and services.

dd) Provide twenty-four-hour service for emergencies 365 days per year and respond in a systematic and business-like fashion to all requests for services or emergencies.

ee) Establish protocols for notification of all violations of all Declaration of Condominium and other Board Rules and Regulations in accordance with policies established by the Board.

ff) Assist the Board in soliciting proposals from insurance brokers and bids for insurance coverage and requesting the Association's broker to present the insurance coverage, together with any change of coverages. Maintain, as needed, appropriate records of all insurance coverage(s) carried by the Association together with the contact information for each insurer in the event a claim is made.

gg) Prepare all the forms and paperwork necessary in the conduct of any Meeting of Membership or Board, including notices of meeting, proxies, ballots, check-in sheets, etc.

hh) If required by the Board, conduct all annual and special meetings of the members of the Association, including the official check-in, acting as presiding officer, assist in ballot counting, verification of quorums, etc.

ii) Provide all materials for the Association's approval of new Unit Owners and new renters, including the processing of all necessary paperwork.

jj) Have a representative present at all monthly and annual meetings of the Board, unless otherwise noticed by the Board.

kk) Maintain an up-to-date computerized list of Unit Owners and renters and provide the Association with mailing labels to assist the Association in its contact with Unit Owners and renters.

ll) Respond in writing, within a reasonable time, to all written requests or complaints from members of the Association. A copy of each response will be promptly provided to the Board.

mm) Unless the Board has previously directed Manager as to Association policy with respect to the type of complaint received, or unless circumstances require an immediate response, all requests and complaints will be forwarded to the Board immediately upon receipt to allow the Board to direct Manager's response.

nn) Manager shall not place any single order or execute any single contract obligation for the Association in excess of Three Thousand Dollars ($3,000.00) unless specifically authorized by the Board, its Authorized Representative, or if already included in the operating budget of the Association. However, unbudgeted emergency repairs immediately necessary for the preservation and safety of life and property, or required to avoid suspension of a necessary service to the Association, may be made by the Manager irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency, the Manager will, if at all possible, confer with the Authorized Representative regarding such expenditures.

oo) Manage and work with all vendors contracted by the Association. The Association shall require each vendor contracted by the Association to:

   i. maintain general liability insurance coverage of at least $1,000,000.00 including products and completed operations.
   ii. name the Association and Manager as additional named insureds under their policies of insurance and obtain the waiver of subrogation on all liability policies (general liability, automobile liability, excess liability), including on the Association policy.
   iii. issue an insurance certificate with a subrogation waiver for all liability and worker's compensation policies and providing that Association is being named additional insured on a primary and non-contributory basis; and
   iv. maintain a current valid business license, occupational license, and professional license, as appropriate for each vendor's trade or occupation.

pp) Manager agrees that it shall employ the minimum number of personnel to provide the services in this Agreement as are identified in Exhibit A. Such personnel shall devote the number of necessary hours weekly to perform the services as described in this Agreement.

qq) Maintain an Association website including hosting, updating, and maintenance of technology to meet commercially reasonable standards and complying with applicable statutory requirements.

rr) Lease employee time clocks via a third-party provider, the cost of which will be subject to changing market conditions as proposed or bid by prospective third-party vendor(s).

ss) Assist the Association with its performance of milestone inspections as required by Florida Statutes Section 553.899 (2023) once the building reaches 30 years of age, or at such an earlier time as may be required by the authority having jurisdiction.

3. **Compensation for Management Services.** The Association shall pay Manger a Management Fee of Seventeen Thousand Dollars ($17,000.00) per month for the performance of the Management Services described in paragraph 2, plus the Personnel Cost and Carrying Charge for onsite personnel as is further described in Exhibit A. The Association shall pay the Management Fee to the Manager on the 1st day of each month via automatic clearinghouse payment, for the Term of this Agreement. If Association fails to make a payment timely within five (5) days of the 1st day of each month, a late payment charge of 18% per annum will be charged for each day the payment is late. If payment remains unpaid after thirty (30) days, Manager shall have the right to suspend Management Services until payment is received in full, with accrued interest.

On the annual anniversary date of this Agreement there shall be a five percent (5%) increase in the Management Fees (excluding personnel costs which shall be established by the Association's budget and Carrying Charge), unless otherwise agreed to in writing between the Parties.

4. **Term of Agreement and Termination Rights.**

a. This Agreement shall be in force and effect from the Effective Date first written above for a Term of five (5) years, expiring on the fifth anniversary of the Effective Date of termination. The Term will then automatically renew for successive two (2) year periods (each a "Renewal Term"), unless either the Association or the Manager provide the other Party with a written Notice of Intent Not to Renew at least one hundred and twenty (120) days before the expiration of either the Term or a Renewal Term.

b. Either Party may terminate the Agreement without cause by providing the other Party with a written Notice of Termination Without Cause that provides the other Party with one hundred and twenty (120) days' notice. In the event that any management fees, payroll and overhead fees that have been billed to the Association are due prior to the scheduled termination without cause date as established in the written notice, the termination shall be postponed until such time as all of the sums which are due up to the effective date of termination have been paid in full by Association.

c. Either Party may terminate with cause by providing the other Party with a written Notice of Termination For Cause that identifies a specific, material breach of contract that is the basis for the For Cause Termination. The Notice shall provide the Party receiving the Notice of Termination For Cause with seven (7) business days from receipt of the Notice within which to cure the material breach of contract or, if the breach cannot be cured within

7 days, to commence the cure and provide written and other objectively demonstrable evidence that the cure has been commenced.

d. Upon termination, each Party shall provide to the other Party an accounting as to all financial, personnel and other matters outstanding as of the date of termination, and all official records of the Association will be turned over to the Association within ten (10) days of termination, without regard to any other disputes outstanding between the Parties.

5. **Security Service Providers.** To the extent desired by Association, the Association shall separately contract with providers of security services to advise the Association on security and site/building safety matters and to provide any and all security services for the site and building. Manager shall not have any responsibility to advise the Association regarding security services or to provide such services to the Association. The Association has the sole responsibility to provide adequate security services for the site/building, Unit Owners and common elements by consulting with and/or hiring a licensed security company.

6. **Independent Contractor, not Agents**. Manager is and shall remain independent contractors and are not and shall not become an agent, partner, or joint ventures of Association because of or during the performance of this Agreement. Neither Manager or the Association control the other Party or the other Party's employees or agents. Under no circumstances shall this Agreement provide the basis for Manager, or any of its officers, directors, employees or agents to look to the Association as its or their employer, partner or principal and the Association shall not be deemed, considered or regarded as a joint employer with the Manager.

7. **Insurance.**

a. Manager's Insurance. During the term of this Agreement, Manager shall maintain:

i. Commercial General Liability Insurance through one or more primary and/or umbrella liability policies against claims for bodily injury, property damage, advertising injury and personal injury. The policies shall be written on an occurrence basis with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and a $5,000,000 umbrella annually for the Term of the Agreement.

ii. Commercial Auto Liability with a combined single limit of $1,000,000.00 limit for owned, non-owned and hired automobile liability, in the event on road vehicles are used in the course of Managers business.

iii. Workers' Compensation Insurance according to State statutory limits covering all employees or subcontractors of the Manager, with employer's liability (coverage B) limits of not less than $1,000,000.00 for bodily injury by accident and bodily injury by disease, respectively.

iv. Umbrella or Excess Liability Insurance with limits of not less than $2,000,000.00.

v. Commercial Crime (Fidelity) Insurance with limits of not less than $5,000,000.00.

vi. Professional Liability (Errors and Omissions) Insurance for Property Managers with limits of not less than $3,000,000.

Prior to the commencement of work under this Agreement, the Manager shall provide a current and original Certificate(s) of Insurance showing the coverages outlined above naming the Association as an additional insured and not merely a certificate holder under the above referenced policies (with the exception of the Worker's Compensation policy) as set out in the Certificate(s) of Insurance to be attached hereto as Exhibit B and the coverage required of Manager pursuant to this Agreement shall be evidenced by the issuance of additional insured endorsements naming the Association as additional insured on all policies described above, with the exception of the Worker's Compensation policy. The Certificate(s) of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled or materially altered until at least thirty (30) calendar days prior notice has been given to the Association. On the renewal date of any insurance policies required by this Agreement, the Manager will supply the Association with a new, original Certificate(s) of Insurance in compliance with all terms of this Agreement.

The Manager's insurance policy(ies) shall name the Association as an additional insured on a primary and non-contributory basis and shall provide for a waiver of subrogation.

8. **Indemnification.** The Manager shall indemnify and hold Association harmless from and against all claims, damages, liability, fines and costs (including attorney's and expert's fees and costs) arising out of or in connection with the management of the property and the operation thereof, including ordinary negligence, misconduct or breach of this contract, except to the extent of any Association act or omission that violates a criminal law; derives an improper personal benefit, either directly or indirectly; is grossly negligent or is reckless, is in bad faith, is with malicious purpose, or is in a manner exhibiting wanton and willful disregard of human rights, safety, or property (collectively "Unauthorized Acts"). The Manager shall pay for the defense of Association by an attorney of Association's choosing, in any litigation over such claims. The provisions set forth in this paragraph shall survive the termination or expiration of this Agreement.

9. **Force Majeure**. In the event that the Property is impacted by a tropical storm, pandemic, order of a governmental entity, or other similar event ("force majeure"), then Manager may be excused from or have reasonable additional time granted for the performance of Management Services that have been adversely impacted by the force majeure, but only to the extent of and for the duration that such Management Services may not be performed safely. In addition, to the extent that Manager is requested to provide extraordinary services to the Association as a result of a force majeure event, including but not limited to, services to the Association's or Unit Owners' insurance adjusters to process claims, services in connection with a major storm damage reclamation, reconstruction, or renovation project of the Association's property beyond normal day-to-day operations, the Manager shall be paid equitable and reasonable additional compensation for such services provided that arrangements and terms for such compensation and work have been separately agreed to in writing between Association and Manager in advance of the performance of such services.

10. **Non-Solicitation of Manager's Employees.** The Association understands and agrees that Manager expends considerable time, money, and resources training and developing its employees in order to have a competent, efficient, and specialized work force. The Association shall not directly solicit or hire any of the Manager's Employees during the term of this Agreement and for a period of one year following the date of expiration or termination of this Agreement. For purposes of this paragraph, "Manager's Employees" means any person who has provided services to the Association while employed by Manager, including any employee specifically hired for the Association.

11. **Disclosure.** Manager is an affiliated entity, sharing some common ownership with the Developer of the Aston Martin Residences, Riverwalk East Development, LLC. The Association is under no obligation to engage the services of Manager and may engage any other vendor to perform the Management Services. The Association does so voluntarily and with knowledge of this common ownership interest.

11. **Recovery of Litigation Fees and Costs.** In any dispute between the Association and Manager that arises out of or relates to this Agreement, the prevailing party shall recover from the non-prevailing party all its attorney and expert fees, court costs and other costs incurred by the prevailing party, including in all arbitration proceedings, trial courts and appellate courts, including all attorneys' and expert's fees and costs incurred in connection with determining the amount of attorneys' and expert fees and costs that should be awarded.

12. **Jurisdiction and Venue.** This Agreement was executed in Miami-Dade County, Florida, all payments for services rendered shall be made in Miami-Dade County, Florida and the Parties submit themselves to the jurisdiction and venue of the federal and state courts in and for Miami-Dade County Florida. The Parties expressly and irrevocably waive venue in any other court or locale and select the courts in Miami-Dade County, Florida, as the exclusive venue for any action arising out of or relating to this Agreement or the Management Services performed hereunder.

13. **INTENTIONALLY OMITTED.**

14. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from the Agreement without affecting the validity of any other provision hereof.

15. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and all prior and contemporaneous oral agreements, understandings, inducements, and conditions, express or implied, among the Parties with respect hereto. This Agreement may only be changed by a written instrument signed by both Parties.

16. **Counterparts.** This Agreement may be executed in any counterparts, each of which shall be an original as against any Party whose signature appears thereon and all of which

together shall constitute one and the same Agreement. Electronic and .PDF signatures shall constitute originals.

17. **Construction of Agreement.** This Agreement has been negotiated by the respective Parties hereto, and the language hereof shall not be construed more strictly against either Party. This Agreement shall be construed and enforced under Florida law, without regard to its conflict of law's provisions.

18. **Authority to Execute.** By executing this Agreement, each Party affirmatively represents that it has the corporate capacity to execute this Agreement and has performed all necessary corporate acts required to execute this Agreement, if any.

19. **Time is of the Essence.** Time is of the essence in the performance of each obligation of the Parties under this Agreement.

20. **Notice.** All notices permitted or required hereunder shall be made in writing and shall be delivered via commercial courier delivery and email to the Parties as follows:

If to Manager:

Attention: **Ricardo Daniel Andrada**
Riverside Alliance Management, LLC
1390 Brickell Avenue, Suite 200
Miami, FL 33131
Email: accounting@riversidealliancemanagement.com

If to Association:

Attention: ____________________
300 Biscayne Boulevard Way Condominium Association, Inc.
300 Biscayne Boulevard Way
Miami, FL 33131
Email:

With a copy to:

Steven B. Katz, Esq.
4450 NW 126th Avenue, Suite 101
Coral Springs, FL 33065
Email: sbk@sbklegal.com

Done and agreed to on this 25th day of April, 2024 by:

THE ASSOCIATION – **300 Biscayne Boulevard Way Condominium Association, Inc.** By: Name: MARCELO SCARINCI TREASURER	**THE MANAGER –** **Riverside Alliance Management, LLC.** By: Name: Ricardo Daniel Andrada

EXHIBIT A

300 BISCAYNE BOULEVARD WAY, CONDOMINIUM ASSOCIATION, INC.

Proposed Staffing Model

Management Services, Accounting Services and Administration: $15,000 per month

Technology Fee: $ 2,000 per month
Management software, Accounting and Payroll software, Website Hosting and Maintenance

Personnel Cost:

$182,551.57 plus **42%** carrying charge ("Carrying Charge") shall be paid by the Association to the Manager as is further described in section 2 of the Management Agreement. The Association's payment of the Personnel Cost and Carrying Charge to Manager shall be in addition to the Association's payment of the Management fee.

The Carrying Charge includes Insurance (including health and dental), worker's compensation, 401K plan with matching, federal taxes, social security, and unemployment insurance.

The personnel charge may be increased as of the effective date of any increase in federal taxes, social security, unemployment insurance and worker's compensation insurance rates as defined by NCCI.

All personnel costs and Carrying Charges shall be approved by the Board of directors with the approval of the annual budget.

Overtime Hours. Any Manager personnel who work overtime hours shall be paid at time and a half upon the approval of those hours by the Building Manager. The initial list of proposed personnel positions is as follows. The Association may modify the personnel at any time, including based upon the Association's approved budget.

List of Positions: (subject to change as needed)

One (1) full time on-site Property Manager

One (1) full time Assistant Property Manager

Two (2) full time Front Desk Attendants

One (1) full time Doorman/Porter

One (1) full time Loading Dock Attendants

One (1) full time Chief Building Engineer

One (1) full time Assistant Chief Engineer

One (1) full time Maintenance Technician

One (1) full time Painter

One (1) full time Groundskeeper

One (1) full time Operations Supervisor

The Association, in its sole discretion, may make changes to the above staff requirements, including any agreement to add or reduce personnel or changes to pay rates. The Association may provide reasonable notice to the Manager its desire to replace/change any employee of the Manager working at the Association pursuant to this Exhibit. The Manager will utilize its' best efforts to replace the employee dedicated for replacement, within a reasonable time period. Notwithstanding the above, the Manager shall not be required to replace any employee who is protected by Federal Law, has taken leave pursuant to the Family Medical Leave Act or who is unable to work at full capacity as a result of injury suffered at the Association.

Composite Exhibit “H”

MULTITRONIK ACCESS CONTROL, CCTV, FAS AND D1 SYSTEMS MAINTENANCE SERVICES AGREEMENT

This Access Control ("AC"), CCTV, FAS and DL Systems Maintenance Services Agreement (the "Agreement") is entered into on the date signed below (the "Effective Date") by and between 300 Biscayne Boulevard Way Condominium Association, Inc., a Florida not-for-profit corporation with its principal place of business at 300 Biscayne Boulevard Way, Miami, FL 33131 ("Client"), and Multitronik, LLC, a Florida limited liability company, with a principal place of business at 1200 Brickell Ave., Suite 1660, Miami, FL 33131 ("LV Support") (Client and LV Support may also be referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Client is the entity responsible for the operation of the common elements of a luxury residential condominium building, the Aston Martin Residences (the "Condominium", "Property" or "AMR") with [191] CCTV cameras, related storage, and controllers (the "CCTV System"), a functional audio system (the "FAS System"), for common elements and elevators streamed and controlled over Dante network protocol, decorative lights System (the "DL System") controlled by computer or server over network with DMX protocol, and

WHEREAS, Client operates AMR with [716] access controllers ([394] controllers for Door entry Units) whose locations are in doors, walls, elevators, gates and barriers throughout the Property. The access control system also includes the Unit lobby cameras (quantity 394, only in the Unit lobbies and are not part of the CCTV System and can only be seen by the Unit's Owner), card readers, access controllers, server, APP GATES (mobile software), GATES Manager system ["GMS"] and data storage (the "AC System"). The Unit's doors are managed by the Unit Owner with the IOS or Android APP GATES (mobile software) and the common areas doors, visitors, employees, RFID cards, elevator access to levels are managed by the GATES Manager system ["GMS"]. Also valet parking, package delivery, amenities scheduling, vending machines, towel tracker machines, and access control systems are managed by GMS, and

WHEREAS, LV Support specializes in the maintenance and upkeep of AC, CCTV, FAS, and DL systems, and Client wishes to engage LV Support to provide such services for AMR; and

WHEREAS, LV Support and Client want to establish the manner by which LV support will provide maintenance and support services for the AC and the CCTV systems, how the supplier of the systems will provide support of same, and how Client can expect problems with the AC and CCTV systems to be handled.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein, Client and LV Support agree as follows:

1. Scope of Services:

1.1 LV Support shall provide comprehensive AC System, CCTV system, FAS System and DL System maintenance services to keep the system up and running in operating condition for the Property.

1.2 The AC system, CCTV systems, FAS system and DL system maintenance services shall include the following:

a) Monitor status and availability of the AC system, CCTV systems, FAS system and DL system.
b) Diagnose, troubleshoot, and resolve any malfunctions or technical issues with the AC System, CCTV system, FAS system and DL system detected in preventive maintenance by LV Support or identified by the Client, as described in the Service Level Agreement ("SLA") attached to and incorporated into this Agreement.
c) Equipment and device replacements:

c1) AC System: After applicable warranties expire a faulty access controller, card reader or other part of the access control system (includes controllers, card readers, mortise lock, magnetic lock, exit devices and cameras that are part of the AC system - cameras located in the Unit lobby) will be replaced and configured at the then current market price for material. For labor related thereto, see SLA.

c1.1) Equipment to be repaired/replaced , installed and configured, will be quoted at the then current market price, except:

- The Access controllers (property of LV Support) that will be replaced according to section 6.5.
- Equipment/device that is repaired or replaced under warranty.

c1.2) After expiration of applicable warranties, problems with electrical composite/UTP cables will be repaired or replaced, as appropriate at the then current market price of material. For labor related thereto, see SLA.

C2) CCTV system: After applicable warranties expire, a faulty camera, storage or DSS controller will be replaced at the then current market price of material. For labor related thereto, see SLA.

C2.1) Equipment to be replaced, will be quoted at the then current market price, except:

- Equipment/device that is repaired or replaced under warranty.

C2.2) After applicable warranties expire, problems with UTP cables will be repaired or, if repair is not possible, will be replaced at the then current market price of materials. For labor related thereto, see SLA.

C3) FAS system: After applicable warranties expire, a faulty speaker, amplifier, DPS and speaker will be replaced at the then current market price of materials. For labor related thereto, see SLA.

C3.1) Equipment to be replaced, will be quoted at the then current market price, except:

- Equipment/device that is repaired or replaced under warranty.

C3.2) After applicable warranties expire, problems with speaker cables will be repaired or, if repair is not possible, will be replaced at the then current market price of materials. For labor related thereto, see SLA.

C4) DL system: After applicable warranties expire, a faulty Light controller, driver or signal amplifier will be replaced at the then current market price of material. For labor related thereto, see SLA.

C4.1) Equipment to be replaced, will be quoted at the then current market price, except:

- Equipment/device that is repaired or replaced under warranty.

C4.2) After applicable warranties expire, problems with low voltage power or UTP cables will be repaired or, if repair is not possible, will be replaced at the then current market price of material and labor.

d)Equipment/software included in the scope of this Agreement is detailed in Appendix C.

e) Test and install, if necessary, patches/updates/upgrades to optimize performance.
f) Offer remote support and troubleshoot.
g) On-site technical support for complex issues or repairs that cannot be resolved remotely.
h) Provide remote and on-site training and user support according to the situation, to the Client's staff and/or Client's Management company's staff on the AC system, CCTV systems, FAS system and DL system operation and troubleshooting. Training will consist of initial training, refresher trainings, and updates on new features, within 4 hours per month of available training time. Additional training required by Client may be provided as an Additional Service at an agreed upon additional fee.
i) Respond to emergency situations in accordance with the SLA.
j) Adjustments to system settings as needed or required by the Client in the initial adjustments of operations and during Term of this Agreement.
k) Obtain and maintain the licenses and fees necessary for the AC system to operate, as well as for LV Support to provide the services outlined in this Agreement. See Appendix D for licenses/fees included in this agreement. Client shall reimburse LV Support for each annual license fee that LV Support must pay to its suppliers in order to provide the Services under this Agreement. Client acknowledges that those supplier fees may increase each year and agrees to pay the increased fee at the cost thereof.
l) Escalation: LV Support will escalate any issues that cannot be resolved or require additional expertise to the appropriate level within LV Support or to third-party service providers. See for details in SLA.
m) Emergency Response: LV support will provide emergency response services in the event of a critical incident, in accordance with the SLA.
n) LV support shall perform the services with reasonable care, skill, and diligence, consistent with industry standards to maintain the systems to be serviced pursuant to this Agreement in accordance with industry standards.
o) Administration will receive an initial quantity of 1,200 RFID cards. Additional RFID cards will be charged separately at the then current market price. See Appendix D.

2. Exclusions from Scope.
2.1 The following services and items are excluded from this Agreement unless explicitly agreed upon in writing:
a) New installations of AC system, CCTV systems, FAS system and DL system, city permits and drawings.
b) Modifications or upgrades to the AMR physical infrastructure.
c) Third-party integration or compatibility services.
d) Costs associated with electrical installation.
e) Back up management of the AC System and GMS.
f) Repair or replacement of hardware or components damaged by customer misuse, abuse, or neglect.
g) AC system, CCTV systems, FAS system and DL system problems caused by using equipment, software or service(s) in a way that is not recommended, in violation of standards or recommendation provided by LV Support to Client.
h) Repair, replacement or excess maintenance caused by any Client unauthorized alterations to the configuration or set up of the equipment, software or services provided by or on behalf of LV Support or to equipment that is owned by Client and was installed during construction of the Property.
i) If Client has prevented the supplier from performing required maintenance and updates, there may be a delay in resolving issues.

j) Any services not specifically listed as inclusions.
k) Network, server, storage and backups support and maintenance.
l) Lifting equipment is not included, except 6 feet ladders.
m) In the case of failure of DL system, strip lights supply and labor for their replacement are not included.

3. RESPONSIBILITIES:

3.1 LV support Responsibilities:

a) Perform the access control maintenance and all other services to be performed pursuant to the Agreement with reasonable care, skill, diligence, and within industry standards and manufacturer specifications to maintain all systems and equipment to be serviced pursuant to this Agreement so they are functioning properly.

b) Employ qualified and experienced personnel with adequate knowledge to perform the services to be rendered pursuant to this Agreement. LV Support personnel will at times deliver LV Support's services by working remotely and at other times by working in the Client's building in spaces to be provided by Client, on various days and at times that are within LV Support's sole discretion.

c) Obtain and maintain all necessary licenses, permits, and certifications required to provide Access control and CCTV maintenance services.

d) Promptly respond to service requests and emergencies, striving to resolve issues as described in the SLA.

e) Promptly communicate to Client any significant developments, system upgrades, or changes related to the systems involved in this Agreement.

f) Keep accurate records of maintenance activities, including service reports and repair logs.

g) Ensure relevant software, services and equipment are available to Client in accordance with the SLA.

h) Respond to support requests as described in the SLA.

i) Escalate and resolve issues in an appropriate, timely manner.

j) Maintain good communication with Client at all times.

k) LV Support represents that it is a properly qualified and licensed vendor in good standing with the State of Florida and that it has read, examined and understands this Agreement and the documents and appendices to be attached hereto and is well qualified and able to perform the work and services to be performed pursuant thereto; that it has a sufficient number of qualified personnel to assure timely performance of this Agreement; that it has the proper tools and equipment to perform this Agreement; and that is financially capable of performing this Agreement; that all materials that LV Support incorporates in the services and work will be industry standard quality to perform as intended, free from faults and defects and in conformance with the Agreement. All services and work not so conforming to these standards may be considered defective. LV Support shall supervise and direct the services and work using its best skill and attention. All work and services shall be performed by personnel skilled in the trades and application of materials involved. LV Support shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services and work and shall comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety or persons or property. LV Support warrants and represents to Client that it has visited the Property, examined the actual job conditions and that it is familiar with local conditions and all things required that will have a bearing on performance of its work and services as well as its costs. LV Support shall perform all work and services necessary to accomplish the scope of work as set forth in the Agreement and the documents and appendices attached thereto. Failure on the part of LV Support to completely or properly evaluate any factors of costs prior to signing this Agreement shall not form a basis for additional compensation. Execution of this Agreement shall be conclusive evidence that LV Support has investigated and is satisfied as to the site conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Agreement and the documents and appendices attached thereto. LV Support shall be responsible to comply with all trademark and copyright laws and shall refrain from violating any intellectual property rights of the designers, manufacturers or developers of any equipment, hardware or software to be used or implemented into the services or work to be performed by LV Support pursuant to this Agreement and the documents and appendices attached thereto, and LV Support shall indemnify Client and the Indemnified parties pursuant to Section 8.4 of the Agreement in connection with any claim pertaining to or in any way related to an alleged violation or infringement of such trademarks, copyright laws or intellectual property rights. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

3.2 Client's Responsibilities:

a) Grant LV Support all necessary access to AMR during the Term of this Agreement to perform the services under this Agreement. This includes providing LV Support personnel (by and through building management) with access to all areas of the AMR building to perform services as needed, and providing LV Support personnel dedicated access and use of the basement IDF space and a desk, two chairs, and two storage cabinets. Access into residential Units is conditioned upon LV Support first obtaining express authorization from owner or resident of such Unit.

b) Promptly notify LV Support of any issues or malfunctions observed in the systems involved in this Agreement.

c) Provide a dedicated contact person, by cell phone and email, for communication with LV Support regarding the systems involved in this Agreement.

d) Ensure that authorized personnel are trained on the proper usage and operation of the systems involved in this Agreement.

e) Make best efforts to achieve compliance with applicable laws, regulations, and industry standards.

f) Maintain security policies given by LV Support.

g) Provide accurate and complete information required for the provision of services.

h) Abide by, and make best efforts for Client's employees, agents, and contractors (each an "End User" and collectively the "End Users") to abide by the terms and conditions of this Agreement, including the Terms of Use contained in Appendix E.

4. Term of Agreement:

4.1 This Agreement shall commence on the Effective Date and shall continue for a period of 5-years, unless terminated earlier in accordance with the terms set forth herein.

4.2 The Agreement may be renewed by mutual written agreement of the Parties.

4.3 This Agreement may be reviewed and revised at any point, by mutual written agreement and amendment hereto.

5. Pricing and Payment.

5.1 In consideration of the services LV Support will provide under this Agreement, Client shall pay LV Support a monthly fee, sales taxes, if any, excluded, if any, in the following amount:

a) $40,399.00/month during the first twelve months (first year) of the Term (no depreciation on LV Support equipment is charged during the first year),

b) $49,245.00/month* during the second twelve months (second year) of the Term (now including depreciation of LV Support equipment),

c) $ 49,245.00/month* during the third twelve months (third year) of the Term (still including depreciation of LV Support equipment),

d) $ 49,245.00/month* during the fourth and fifth twelve months (fourth and fifth years) of the Term, except that the final month in the fifth year the amount is $164,638.00* due to the final deprecation amount.

* There shall be a five percent (5%) increase in the monthly fee on each anniversary of the commencement date.

5.2 Invoices will be sent to the client on the first day of each month

5.3 Payment terms shall be [15] days from the date of invoice. Payments not made by that date shall accrue interest at the rate of 18% per annum, or the highest rate allowed by law, whichever rate is lower.

5.4 Any additional expenses not included in this Agreement, incurred by LV Support in providing the services, shall be reimbursed by the Client upon submission of appropriate supporting documentation and previous approval of the client.

5.5 Sales taxes, if any, are not included in prices.

6. Access Control Equipment Ownership:

6.1 The access controllers, brand: Multitronik model: GCCPOE, installed in AMR will remain the property of LV Support throughout the Term of and after this Agreement. See Appendix B for details.

6.2 Client acknowledges that the access controllers are the exclusive property of LV Support and shall not claim any ownership rights or interests over them.

6.3 Client shall not tamper with, modify, or attempt to transfer or sell the access controllers without the express written consent of LV Support.

6.4 LV Support shall bear the costs associated with repair or replacement of the access controllers due to normal wear and tear or malfunctioning, provided that such issues are not caused by Client's negligence or intentional actions.

6.5 In this sixty month contract, the final remaining depreciation of the access controller property of LV Support must be paid by Client in the 60th month. If the contract is extended, Client will only pay the new agreed fee plus the monthly corresponding depreciation. Once the access controllers are fully depreciated, the monthly payment will be the new agreed fee. Notwithstanding the foregoing, in the event Client elects to terminate this Agreement it may opt to purchase the access controllers at the then market price which shall not exceed the depreciation table in Appendix A. Once they are completely depreciated, they will become the property of Client.

7. Termination:

7.1 Either Party may terminate this Agreement upon 60 days written notice to the other Party in the event of a material breach of this Agreement by the other Party, subject to a cure period of 15 business days.

7.2 In the event Client elects to terminate this Agreement prior to the end of the 5-year Term without just cause, Client agrees to pay LV Support a termination fee (the "Termination Fee").

7.3.1. The Termination Fee amount shall be calculated as follows:

7.3.1.1. The early termination amount shall be equal to the sum according to LV Support's equipment unamortized cost installed at AMR, per the depreciation schedule in Appendix A, based on a five (5) year period from the beginning of the Term, as specified below:

Termination Fee Amount = (Unamortized value according to table in Appendix A) + 3 x (monthly fee amount- monthly depreciation) + remaining months of the annual licenses & fees. See 7.3.1.2.

7.3.1.2 Licenses & fees to be used for the termination fee calculus.

- HID Mobile pool annual license
- Mobile annual support HID/Multitronik
- Controller annual support
- General Server software annual license
- Amenities annual license

7.4. Client shall pay all fees for services rendered up to the date of termination.

7.5. Client shall pay other additional services provided, that were required and approved by Client, which were not included in the inclusions of this Agreement.

7.6 In the event of early termination by LV support without just cause:

a) LV Support shall provide a 180-day advance written notice of termination to the Client.

b) LV Support shall refund any prepaid fees for services not yet rendered.

c) Use LV Support's best efforts to make the transition to a new service provider as smooth and transparent as possible.

d) In consideration of the early termination, LV Support shall transfer ownership of all LV Support equipment then in the building to Client at no cost to Client.

8. Limitation of Liability:

8.1 LV Support's liability for any claim arising out of or related to this Agreement, whether arising in contract, tort, negligence, gross negligence or strict liability, or by statute, shall be limited to the total amount paid by the Client to LV Support for the services during the six (6) months preceding the claim.

8.2 Neither Party to this Agreement shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

8.3 Client acknowledges and agrees that, except as expressly stated in this Agreement, LV Support shall not be responsible for any other claims, losses, damages, or liabilities arising out of or related to the AC System and/or CCTV malfunction, breach of those systems, or any other matter not specifically addressed in this Agreement.

8.4

To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party, its officers, directors, agents and employees (the "Indemnified Parties") from liability, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both the trial and appellate level, caused in whole or in part by any act, omission or default of the Indemnifying Party, any of the Indemnifying Party's subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees, arising out of or related to this Agreement or its performance. The Indemnifying Party's obligation to indemnify as set forth herein shall be limited to the remaining policy limits of the Indemnifying Party's applicable insurance coverage available at the time of making the indemnification claim. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

9. Force Majeure:
The Parties hereto are excused from performance of their obligations pursuant to this Agreement to the extent they are prevented from doing so as a result of acts of God, war, riot, terrorist act, fire, a tropical storm, pandemic, order of a governmental entity, supply chain disruptions causing shortage of materials and equipment in the market, not being manufactured anymore or other similar event ("force majeure").

10. INSURANCE:
10.1 During the term of this Agreement, LV Support shall maintain:

i. Commercial General Liability Insurance through one or more primary and/or umbrella liability policies against claims for bodily injury, property damage, advertising injury and personal injury. The policies shall be written on an occurrence basis with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for the Term of the Agreement.

ii. Cybersecurity Insurance with limits of not less than $3,000,000.

iii. Workers' Compensation Insurance as required by law according to State statutory limits covering all employees or subcontractors of LV Support, with employer's liability (coverage B) limits of not less than $1,000,000.00 for bodily injury by accident and bodily injury by disease, respectively.

10.3 LV Support shall provide Client with a Certificate of Insurance upon request, prior to but no later than the signing of this Agreement by both parties hereto, wherein Client shall be named as an additional insured on a primary and non-contributory basis, with a waiver of subrogation, in all policies required to be maintained hereunder with the exception of the Worker's compensation insurance policy. To the extent required by the policies to be obtained and held by LV Support pursuant to this Agreement, Client shall be provided additional insured endorsements to evidence the required insurance coverage and such policies shall further provide that the coverage provided therein as required by this Agreement shall not be cancelled or materially altered without providing Client with advance written notice thereof not less than 30 days prior to the cancellation or change in coverage.

11. Confidentiality:

11.1. Both Parties agree to keep confidential any non-public information disclosed by either Party in connection with this Agreement and the involved systems, unless disclosure is required by law.
11.2. LV Support shall not disclose or use any confidential information obtained from Client for any purpose other than providing the maintenance services outlined in this Agreement, without the prior written consent of Client.
11.3. This obligation of confidentiality shall survive the termination or expiration of this Agreement.

12. Governing Law, Jurisdiction, Venue, Dispute Resolution, Waiver of Jury Trial: This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflict of laws provisions. Any dispute arising out of or related to this Agreement shall be resolved by litigation in the state or Federal courts in and for Miami, Florida. The Parties submit themselves to the jurisdiction of those courts, select Miami, Florida as the exclusive venue for any action to resolve any such dispute and irrevocably waive venue in any other court or locale. CLIENT AND LV SUPPORT WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OR ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT AND CHOOSE INSTEAD TO HAVE A JUDGE RESOLVE SUCH DISPUTE OR ACTION. The prevailing party in any such action shall be entitled to recover from the non-prevailing party all of its attorney and expert witness fees and costs and all other costs of litigation at the trial and appellate levels.

13. Independent Contractor, not Agents. LV Support and Client are and shall remain independent contractors and are not and shall not become an agent, partner, or joint venturer of one another because of or during the performance of this Agreement. Neither LV Support nor Client control the other Party or the other Party's employees or agents.

14. Non-Solicitation of LV Support's Employees. LV Support shall employ a minimum of one employee and contract with a minimum of one independent contractor to provide LV Support's services under this Agreement. Client understands and agrees that LV Support expends considerable time, money, and resources training and developing its employees in order to have a competent, efficient, and specialized work force. Client shall not directly or indirectly solicit or hire any of LV Support's employees that provided services to Client pursuant to this Agreement during the term of this Agreement and for a period of one year following the date of expiration or termination of this Agreement.

15. Disclosure. LV Support is an affiliated entity, sharing some common ownership with the Developer of the Aston Martin Residences, Riverwalk East Development, LLC.

16. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from the Agreement without affecting the validity of any other provision hereof.

17. Counterparts. This Agreement may be executed in any counterparts, each of which shall be an original as against any Party whose signature appears thereon and all of which together shall constitute one and the same Agreement. Electronic and .PDF signatures shall constitute originals.

18. Construction of Agreement. This Agreement has been negotiated by the respective Parties hereto, and the language hereof shall not be construed more strictly against either Party.

19. Authority to Execute. By executing this Agreement, each Party affirmatively represents that it has the corporate capacity to execute this Agreement and has performed all necessary corporate acts required to execute this Agreement, if any.

20. Time is of the Essence. Time is of the essence in the performance of each obligation of the Parties under this Agreement.

21. Entire Agreement:
This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all other prior and contemporaneous oral or written agreements, understandings, inducements, and conditions, express or implied, among the Parties with respect hereto. This Agreement may only be changed by a written instrument signed by both Parties.

22. Notice. All notices permitted or required hereunder shall be made in writing and shall be delivered via commercial courier delivery and email to the Parties as follows:

If to LV support:

Attention: Nicolas Schejtman
Multitronik, LLC
1200 Brickell Ave., Suite 1660
Miami, FL 33131
Email: nicolas@multitronikllc.com

If to Client:

Attention: Marcelo Scarinci
300 Biscayne Boulevard Way Condominium Association, Inc.
300 Biscayne Boulevard Way
Miami, FL 33131
Email: mscarinci@gandgbd.com

With copy to:

Roberto C. Blanch, Esq.
Siegfried Rivera
201 Alhambra Circle, 11th Floor
Coral Gables, FL 33134
Email: rblanch@siegfriedrivera.com

Done and Agreed to on this 19th day of April, 2024 by:

CLIENT – **300 Biscayne Boulevard Way Condominium Association, Inc.** DocuSigned by: Marcelo Scarinci 98A36B91382I4ED... (signature) By: Marcelo Scarinci As Its: Treasurer	**LV SUPPORT –** **Multitronik, LLC.** DocuSigned by: D8D8D18DF80B42A... (signature) By: nicolas schejtman As Its: General Manager

APPENDIX A: Depreciation Schedule

Month	Multitronik GCCOPE controller per unit		Multitronik GCCOPE controller total installation	
	MSRP:	750	Total Qty.:	720
			Total amount:	$ 540,000
1	$ 0.00	$ 750.00	$ 0	$ 540,000
2	$ 0.00	$ 750.00	$ 0	$ 540,000
3	$ 0.00	$ 750.00	$ 0	$ 540,000
4	$ 0.00	$ 750.00	$ 0	$ 540,000
5	$ 0.00	$ 750.00	$ 0	$ 540,000
6	$ 0.00	$ 750.00	$ 0	$ 540,000
7	$ 0.00	$ 750.00	$ 0	$ 540,000
8	$ 0.00	$ 750.00	$ 0	$ 540,000
9	$ 0.00	$ 750.00	$ 0	$ 540,000
10	$ 0.00	$ 750.00	$ 0	$ 540,000
11	$ 0.00	$ 750.00	$ 0	$ 540,000
12	$ 0.00	$ 750.00	$ 0	$ 540,000
13	($ 12.29)	$ 762.29	($ 8,846)	$ 531,154
14	($ 12.29)	$ 774.57	($ 8,846)	$ 522,308
15	($ 12.29)	$ 786.86	($ 8,846)	$ 513,462
16	($ 12.29)	$ 799.14	($ 8,846)	$ 504,616
17	($ 12.29)	$ 811.43	($ 8,846)	$ 495,770
18	($ 12.29)	$ 823.72	($ 8,846)	$ 486,924
19	($ 12.29)	$ 836.00	($ 8,846)	$ 478,078
20	($ 12.29)	$ 848.29	($ 8,846)	$ 469,232
21	($ 12.29)	$ 860.58	($ 8,846)	$ 460,386
22	($ 12.29)	$ 872.86	($ 8,846)	$ 451,540
23	($ 12.29)	$ 885.15	($ 8,846)	$ 442,694
24	($ 12.29)	$ 897.43	($ 8,846)	$ 433,848
25	($ 12.29)	$ 909.72	($ 8,846)	$ 425,002
26	($ 12.29)	$ 922.01	($ 8,846)	$ 416,156
27	($ 12.29)	$ 934.29	($ 8,846)	$ 407,310
28	($ 12.29)	$ 946.58	($ 8,846)	$ 398,464
29	($ 12.29)	$ 958.86	($ 8,846)	$ 389,618
30	($ 12.29)	$ 971.15	($ 8,846)	$ 380,772
31	($ 12.29)	$ 983.44	($ 8,846)	$ 371,926
32	($ 12.29)	$ 995.72	($ 8,846)	$ 363,080
33	($ 12.29)	$ 1,008.01	($ 8,846)	$ 354,234
34	($ 12.29)	$ 1,020.29	($ 8,846)	$ 345,388
35	($ 12.29)	$ 1,032.58	($ 8,846)	$ 336,542
36	($ 12.29)	$ 1,044.87	($ 8,846)	$ 327,696
37	($ 12.29)	$ 1,057.15	($ 8,846)	$ 318,850
38	($ 12.29)	$ 1,069.44	($ 8,846)	$ 310,004
39	($ 12.29)	$ 1,081.73	($ 8,846)	$ 301,158
40	($ 12.29)	$ 1,094.01	($ 8,846)	$ 292,312
41	($ 12.29)	$ 1,106.30	($ 8,846)	$ 283,466
42	($ 12.29)	$ 1,118.58	($ 8,846)	$ 274,620
43	($ 12.29)	$ 1,130.87	($ 8,846)	$ 265,774
44	($ 12.29)	$ 1,143.16	($ 8,846)	$ 256,928
45	($ 12.29)	$ 1,155.44	($ 8,846)	$ 248,082
46	($ 12.29)	$ 1,167.73	($ 8,846)	$ 239,236
47	($ 12.29)	$ 1,180.01	($ 8,846)	$ 230,390
48	($ 12.29)	$ 1,192.30	($ 8,846)	$ 221,544
49	($ 12.29)	$ 1,204.59	($ 8,846)	$ 212,698
50	($ 12.29)	$ 1,216.87	($ 8,846)	$ 203,852
51	($ 12.29)	$ 1,229.16	($ 8,846)	$ 195,006
52	($ 12.29)	$ 1,241.44	($ 8,846)	$ 186,160
53	($ 12.29)	$ 1,253.73	($ 8,846)	$ 177,314
54	($ 12.29)	$ 1,266.02	($ 8,846)	$ 168,468
55	($ 12.29)	$ 1,278.30	($ 8,846)	$ 159,622
56	($ 12.29)	$ 1,290.59	($ 8,846)	$ 150,776
57	($ 12.29)	$ 1,302.88	($ 8,846)	$ 141,930
58	($ 12.29)	$ 1,315.16	($ 8,846)	$ 133,084
59	($ 12.29)	$ 1,327.45	($ 8,846)	$ 124,238
60	($ 172.55)	$ 1,154.89	($ 124,238)	$ 0.00

Appendix B:

a) ACCESS CONTROLLERS property of Multitronik LLC.: Brand: Multitronik Model: GCCPOE: 720 units.

APPENDIX C

CCTV:

- Hardware:
  - Security management platform Dahua DSS7016 (2) Storage Dahua EVS7016 (2)
  - Dahua NVR6A08-64-4KS2 (6)
  - IP Cameras N43AM5Z Dahua (191).
- Software:
  - DSS (Digital Surveillance System) by Dahua.

AC:

- Hardware:
  - Multitronik Access controllers (720).
  - Electromechanical devices: mortise locks, exit devices, Mag-locks, electric strikes
  - Readers.
- Software:
  - Gates Admin System software by Multitronik llc..
  - Access controller: AC software by by Multitronik llc..
  - Gates APP by Multitronik llc.

Functional Audio:

- Hardware:
  - Yamaha amplifiers model XMV8280-D – Dante protocol (10)
  - Yamaha speakers modelo (328)
  - Yamaha processors – Dante protocol (3)
  - POE amplifiers for elevators (16)
  - Yamaha speakers for elevators (16)
- Software:
  - Yamaha software Provisionaire use for Ipads.
  - Yamaha Software XMV editor for Yamaha's DSPs & Ampifiers.

Decorative lights:

- Hardware:
  - Balconies South:
    DMX controlled Lights (6041 ft)
    DMX controllers T-790 (21)
    DMX Signal amplifiers TTT (85)
  - North and West building walls:
    i. DMX controlled Lights (1115 ft)
    ii. DMX controllers T-790 (4)
  - HILs Roof top (High Intensity Lights):
    i. DMX controller T-790 (1)
- Software:
  ii. Light DMX software control Madrix 5

Appendix D

ACCESS CONTROL - License & Support fees

	Service provided	Quantity if apply	Unit Price	Annualy	Monthly
SMS third Party monthly fee	OTP & Notifications		$ 310.69	$ 3,728	$ 310.69
Mobile annual licenses	Mobile Gates App support	2000	$ 35.27	$ 70,540	$ 5,878
Controller annual license	License	720	$ 31.50	$ 22,680	$ 1,890
General Server software annual license	License	1	$ 11,995.00	$ 11,995	$ 1,000
Ammenities-Valet parking-Courier	License	1	$ 3,789.00	$ 3,789	$ 315.75
				$ 112,732	$ 9,394.36

Additional RFID cards: $10.00/each.
Mobile annual licenses: $35.27/each

Appendix E – Terms of Use

Client and LV Support are committed to providing quality Access Control, CCTV, FAS and DI Systems in accordance with this Agreement, which complies with all applicable laws and regulations, and which provide quality user experiences for Client, employees, contractors/vendors, Unit Owners, and their guests (individually an "End User" and collectively "End Users"). These Terms of Use ("TOU") are designed to help achieve these goals. By using the Access Control, CCTV, FAS and DI Systems, each End User agrees to comply with these TOU and to be a responsible End User. MSP reserves the right to change or modify the TOU at any time. An End User's use of the Access Control, CCTV, FAS and DI Systems after any change constitutes End User's acceptance of any changed Terms of Use. While multiple Users shall, at any given time, have the right to use the Access Control, CCTV, FAS and DI Systems, which are and may be furnished pursuant to the Agreement to which Client is a party, at no point shall Client be liable for any violation of these TOU by a User that is not an employee or agent of Client, except to the extent that Client was the cause or a contributing cause of such violation.

I. Prohibited Activities

General Prohibitions: End Users are prohibited from using the Access Control, CCTV, FAS and DI Systems in any way that is unlawful, harmful to or interferes with use of those System, or interferes with the use or enjoyment of those Systems by other authorized End Users, creates a security risk to those Systems, or is a violation of privacy.

Unlawful Activities: The Access Control, CCTV, FAS and DI Systems shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: The Access Control, CCTV, FAS and DI Systems shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: The Access Control, CCTV, FAS and DI Systems shall not be used to host, post, transmit, or re-transmit any content or material that harasses, or threatens the health or safety of others.

Inappropriate Interaction with Minors: The Access Control, CCTV, FAS and DI Systems shall not be used in a manner that violates any applicable laws pertaining to the protection of minors. Any such violation that is discovered will be reported to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org.

Child Pornography: The Access Control, CCTV, FAS and DI Systems shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to the National Center for Missing and Exploited Children and steps will be taken to remove child pornography (or otherwise block access to the content determined to contain child pornography) from the IT System.

Devices that Cause interference:

An End User shall not connect any computer, laptop, notebook, iPad, cellular phone, smart TV, or other electronic device ("User Device") to the Access Control, CCTV, FAS and DI Systems or use any User Device on or through the Access Control, CCTV, FAS and DI Systems, whether connected via Wi-Fi APs, Optical Line Terminals, or other hardwired connection, that causes any interference to the Access Control, CCTV, FAS and DI Systems or a User Device of any other authorized End User.

II. Security Violations

End Users are responsible for ensuring and maintaining security of your own computers, laptops, notebooks, iPads, cellular phones, smart TVs, and other equipment that connect to and use the Access Control, CCTV, FAS and DI Systems, including use of available and appropriate antivirus, malware, and ransomware protection, a virtual private network, effective passwords, security patches, and system and device updates.

The Access Control, CCTV, FAS and DI Systems shall not be used to interfere with, gain unauthorized access to, or otherwise violate the security of any server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing.

III. End User Responsibilities, Data Retention, Limitation of MSP's Liability and Dispute Resolution

End User Responsibilities:

End User remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the LAN and IS. MSP has no responsibility for any material created on the Access Control, CCTV, FAS and DI Systems using MSP's services under the Agreement, including content provided on third-party websites. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by MSP of the content(s) of such sites. End Users are responsible for taking prompt corrective action(s) to remedy a violation of the TOU and to help prevent similar future violations.

Data Retention:

End User understands and agrees that certain data regarding End User's use of the Access Control, CCTV, FAS and DI Systems, and that enables that use, may be collected and retained by the Access Control, CCTV, FAS and DI Systems. This will include:

a) first and last name,
b) email address,
c) mobile phone number,
d) photo image of employees,
e) photo image and company name of visiting contractors and vendors,
f) certain video collected,

g) Enabled door access by End User,
h) which doors were scanned and when per user,
i) When was the last time entered to the App.,
j) RFID cards or key fobs the user has assigned,
k) Mobile key the user has assigned,
l) name of the device where the APP is installed,
m) Device UUID (it is a value that varies in each install of the App and it is a relation between device/App value). In Android is called ID.
n) NotificationChannelId: This is an identifier to send notifications to the mobile, it is unique in each installation of the APP in the device.
o) Package delivery: tracking number, recipient's name, Unit number, photograph of the package,
p) Unit Owner's and guest's vehicle license plate, color, make and model of vehicle, and drop off and departure date and time,
q) Mobile phone Device OS version, Device Name, Device Model, Last time credentials were updated on the phone, and

Limitation of Liability:

End User, by use of the Access Control, CCTV, FAS and DL Systems managed by LV SUPPORT acknowledges and agrees that LV Support is providing its services in accordance with the terms of the Agreement, and that LV Support does not and cannot guaranty that End User's use will be continuous, uninterrupted, free from interference, or harm, damage or loss caused by the negligence or intentional acts of third parties or the negligence of LV SUPPORT. **End User agrees that to the greatest extent permitted by law, the total liability of MSP for any harm, damage or loss of any kind or under any legal theory suffered by End User, whether arising out of breach of contract, negligence, strict liability or violation of statute is limited to five hundred US dollars ($500.00 US). End User also agrees that LV SUPPORT is only liable for any actual damages suffered , if any, not for any punitive or exemplary damages.** WE ARE NOT LIABLE FOR ANY COMPUTER VIRUS, MALWARE OR RANSOMWARE YOU MIGHT RECEIVE FROM YOUR USE OF THE ACCESS CONTROL, CCTV, FAS and DI SYSTEMS. YOUR USE OF THE ACCESS CONTROL, CCTV, FAS and DI SYSTEMS IS AT YOUR OWN RISK. The foregoing disclaimers or limitations of liability do not apply in connection with any claim, liability, loss or damage caused by or related to LV Support's gross negligence or willful, wanton or intentional misconduct.

Dispute Resolution:

These TOU shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflict of laws provisions. Any dispute arising out of or related to User's use of the LAN and IS and/or these TOU shall be resolved by litigation in the state or Federal courts in and for Miami, Florida. The Parties submit themselves to the jurisdiction of those courts, select Miami, Florida as the exclusive venue for any action to resolve any such dispute and irrevocably waive venue on any other court or locale. END USER AND MSP WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OR ACTION ARISING OUT OF OR RELATED TO THE END USER'S USE AND/OR THESE TOU AND CHOOSE INSTEAD TO HAVE A JUDGE RESOLVE SUCH DISPUTE OR

ACTION. The prevailing party in any such action shall be entitled to recover from the non-prevailing party all of its attorney and expert witness fees and costs and all other costs of litigation.

IV. Enforcement of the TOU and Notice of Violation

An End User's failure to abide by these TOU may result in LV Support taking actions anywhere from a warning to a suspension or termination of that End User's use of the Access Control, CCTV, FAS and DL Systems. When feasible, LV SUPPORT may provide such End User with a notice of a violation of the TOU via e-mail or otherwise, and allowing End User to promptly correct the violation. LV SUPPORT reserves the right, however, to act immediately and without notice to suspend or terminate an affected End User's use in response to a court order or government notice that certain conduct must be stopped, or when LV SUPPORT reasonably determines that the End User's improper use may: (1) expose LV SUPPORT to sanctions, prosecution, civil action or any other liability; (2) cause harm to or interfere with the integrity or normal the Access Control, CCTV, FAS and DI Systems; (3) interfere with another End User's use of the Access Control, CCTV, FAS and DI Systems; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to LV SUPPORT, Client or other End Users.

Any allegation of a violation of these TOU, other than claims of copyright infringement, should be directed to legal@multitronikllc.com. Where possible, include details that would assist LV SUPPORT in investigating and resolving the allegation.

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LV SUPPORT will provide to Client a Ticketing System Administration for support.

Standard business hours: M-F, 9am est to 6pm est | Sa 9am est to 1pm est.

Support requests raised by the Client will be handled by three tiers of support:

- **Tier one (L1).** This is where all support incidents begin. The issue is clearly recorded and the LV SUPPORT performs basic troubleshooting within the following timeframes:
  - Critical Events: Within 60 minutes of receipt of the reported incident.
  - Important Events: Within 60 minutes of receipt of the reported incident. If the incident is received after standard business hours, the response will be within 60 minutes of the start of the next business standard hours timeframe.
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- **Tier two (L2).** If an issue cannot be resolved in tier one, it will be escalated to tier two within the following timeframes:
  - Critical Events: within 4 hours from receipt of reported incident. Then, at this point, the LV SUPPORT will perform more complex support and shall attempt to resolve issue within 4 hours from receipt of report to Tier Two.
  - Important Events: within 4 hours from receipt of reported incident. Then, at this point, the LV SUPPORT will perform more complex support and shall attempt to resolve issue within 4 hours from receipt of report to Tier Two, during standard business hours only.
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- **Tier three (L3).** Issues that cannot be resolved at tier two, it will be escalated to tier three. At this level, support is provided by the LV SUPPORT's most-experienced staff, who can draw on a range of expertise from third-parties when needed.

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    https://multitronikllc.itclientportal.com/ClientPortal/Login.aspx?accountid=175
    Telephone line will be given only for critical events.

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    - Units main door lockout: 30 minutes for response time to be on site. Resolution: Usually 20 min or more depending of complexity of the problem from M-F, 9am est to 6pm est.

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Complete and/or correct functioning of the systems involved in this agreement relies in the proper management/support of the Network operation.

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- Onsite visits outside standard hours: $275 per hour (only charged outside standard hours). A minimum of 4 hours applies.

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- Mid-Level Technicians: 150.00 $/hour * up to 6 feet height.
- Senior Technicians/Network Engineers: 185.00 $/hour * up to 6 feet height.

- In any case, no scaffold, scissors lift or other lifting equipment are included in this rates.
- Additional training fee: 150.00 $/hour* during standard business hours *. Minimum 4 hours.

* There shall be a five percent (5%) increase in the monthly fee on each anniversary of the commencement date.

APPENDIX A: Depreciation Schedule

Month	Multitronik GCCOPE controller per unit		Multitronik GCCOPE controller total installation		
	MSRP:	750	Total Qty.:		720
			Total amount:	$	540,000
1	$ 0.00	$ 750.00	$ 0	$	540,000
2	$ 0.00	$ 750.00	$ 0	$	540,000
3	$ 0.00	$ 750.00	$ 0	$	540,000
4	$ 0.00	$ 750.00	$ 0	$	540,000
5	$ 0.00	$ 750.00	$ 0	$	540,000
6	$ 0.00	$ 750.00	$ 0	$	540,000
7	$ 0.00	$ 750.00	$ 0	$	540,000
8	$ 0.00	$ 750.00	$ 0	$	540,000
9	$ 0.00	$ 750.00	$ 0	$	540,000
10	$ 0.00	$ 750.00	$ 0	$	540,000
11	$ 0.00	$ 750.00	$ 0	$	540,000
12	$ 0.00	$ 750.00	$ 0	$	540,000
13	($ 12.29)	$ 762.29	($ 8,846)	$	531,154
14	($ 12.29)	$ 774.57	($ 8,846)	$	522,308
15	($ 12.29)	$ 786.86	($ 8,846)	$	513,462
16	($ 12.29)	$ 799.14	($ 8,846)	$	504,616
17	($ 12.29)	$ 811.43	($ 8,846)	$	495,770
18	($ 12.29)	$ 823.72	($ 8,846)	$	486,924
19	($ 12.29)	$ 836.00	($ 8,846)	$	478,078
20	($ 12.29)	$ 848.29	($ 8,846)	$	469,232
21	($ 12.29)	$ 860.58	($ 8,846)	$	460,386
22	($ 12.29)	$ 872.86	($ 8,846)	$	451,540
23	($ 12.29)	$ 885.15	($ 8,846)	$	442,694
24	($ 12.29)	$ 897.43	($ 8,846)	$	433,848
25	($ 12.29)	$ 909.72	($ 8,846)	$	425,002
26	($ 12.29)	$ 922.01	($ 8,846)	$	416,156
27	($ 12.29)	$ 934.29	($ 8,846)	$	407,310
28	($ 12.29)	$ 946.58	($ 8,846)	$	398,464
29	($ 12.29)	$ 958.86	($ 8,846)	$	389,618
30	($ 12.29)	$ 971.15	($ 8,846)	$	380,772
31	($ 12.29)	$ 983.44	($ 8,846)	$	371,926
32	($ 12.29)	$ 995.72	($ 8,846)	$	363,080
33	($ 12.29)	$ 1,008.01	($ 8,846)	$	354,234
34	($ 12.29)	$ 1,020.29	($ 8,846)	$	345,388
35	($ 12.29)	$ 1,032.58	($ 8,846)	$	336,542
36	($ 12.29)	$ 1,044.87	($ 8,846)	$	327,696
37	($ 12.29)	$ 1,057.15	($ 8,846)	$	318,850
38	($ 12.29)	$ 1,069.44	($ 8,846)	$	310,004
39	($ 12.29)	$ 1,081.73	($ 8,846)	$	301,158
40	($ 12.29)	$ 1,094.01	($ 8,846)	$	292,312
41	($ 12.29)	$ 1,106.30	($ 8,846)	$	283,466
42	($ 12.29)	$ 1,118.58	($ 8,846)	$	274,620
43	($ 12.29)	$ 1,130.87	($ 8,846)	$	265,774
44	($ 12.29)	$ 1,143.16	($ 8,846)	$	256,928
45	($ 12.29)	$ 1,155.44	($ 8,846)	$	248,082
46	($ 12.29)	$ 1,167.73	($ 8,846)	$	239,236
47	($ 12.29)	$ 1,180.01	($ 8,846)	$	230,390
48	($ 12.29)	$ 1,192.30	($ 8,846)	$	221,544
49	($ 12.29)	$ 1,204.59	($ 8,846)	$	212,698
50	($ 12.29)	$ 1,216.87	($ 8,846)	$	203,852
51	($ 12.29)	$ 1,229.16	($ 8,846)	$	195,006
52	($ 12.29)	$ 1,241.44	($ 8,846)	$	186,160
53	($ 12.29)	$ 1,253.73	($ 8,846)	$	177,314
54	($ 12.29)	$ 1,266.02	($ 8,846)	$	168,468
55	($ 12.29)	$ 1,278.30	($ 8,846)	$	159,622
56	($ 12.29)	$ 1,290.59	($ 8,846)	$	150,776
57	($ 12.29)	$ 1,302.88	($ 8,846)	$	141,930
58	($ 12.29)	$ 1,315.16	($ 8,846)	$	133,084
59	($ 12.29)	$ 1,327.45	($ 8,846)	$	124,238
60	($ 172.55)	$ 1,154.89	($ 124,238)		$ 0.00

Appendix B:

a) ACCESS CONTROLLERS property of Multitronik LLC.: Brand: Multitronik Model: GCCPOE: 720 units.

APPENDIX C

CCTV:

- Hardware:
  - Security management platform Dahua DSS7016 (2) Storage Dahua EVS7016 (2)
  - Dahua NVR6A08-64-4KS2 (6)
  - IP Cameras N43AM5Z Dahua (191).
- Software:
  - DSS (Digital Surveillance System) by Dahua.

AC:

- Hardware:
  - Multitronik Access controllers (720).
  - Electromechanical devices: mortise locks, exit devices, Mag-locks, electric strikes
  - Readers.
- Software:
  - Gates Admin System software by Multitronik llc..
  - Access controller: AC software by by Multitronik llc..
  - Gates APP by Multitronik llc.

Functional Audio:

- Hardware:
  - Yamaha amplifiers model XMV8280-D – Dante protocol (10)
  - Yamaha speakers modelo (328)
  - Yamaha processors – Dante protocol (3)
  - POE amplifiers for elevators (16)
  - Yamaha speakers for elevators (16)
- Software:
  - Yamaha software Provisionaire use for Ipads.
  - Yamaha Software XMV editor for Yamaha's DSPs & Ampifiers.

Decorative lights:

- Hardware:
  - Balconies South:
    DMX controlled Lights (6041 ft)
    DMX controllers T-790 (21)
    DMX Signal amplifiers TTT (85)
  - North and West building walls:
    i. DMX controlled Lights (1115 ft)
    ii. DMX controllers T-790 (4)
  - HILs Roof top (High Intensity Lights):
    i. DMX controller T-790 (1)
- Software:
  ii. Light DMX software control Madrix 5

Appendix D

ACCESS CONTROL - License & Support fees

	Service provided	Quantity if apply	Unit Price	Annualy	Monthly
SMS third Party monthly fee	OTP & Notifications		$ 310.69	$ 3,728	$ 310.69
Mobile annual licenses	Mobile Gates App support	2000	$ 35.27	$ 70,540	$ 5,878
Controller annual license	License	720	$ 31.50	$ 22,680	$ 1,890
General Server software annual license	License	1	$ 11,995.00	$ 11,995	$ 1,000
Ammenities-Valet parking-Courier	License	1	$ 3,789.00	$ 3,789	$ 315.75
				$ 112,732	$ 9,394.36

Additional RFID cards: $10.00/each.
Mobile annual licenses: $35.27/each

Appendix E – Terms of Use

Client and LV Support are committed to providing quality Access Control, CCTV, FAS and DI Systems in accordance with this Agreement, which complies with all applicable laws and regulations, and which provide quality user experiences for Client, employees, contractors/vendors, Unit Owners, and their guests (individually an "End User" and collectively "End Users"). These Terms of Use ("TOU") are designed to help achieve these goals. By using the Access Control, CCTV, FAS and DI Systems, each End User agrees to comply with these TOU and to be a responsible End User. MSP reserves the right to change or modify the TOU at any time. An End User's use of the Access Control, CCTV, FAS and DI Systems after any change constitutes End User's acceptance of any changed Terms of Use. While multiple Users shall, at any given time, have the right to use the Access Control, CCTV, FAS and DI Systems, which are and may be furnished pursuant to the Agreement to which Client is a party, at no point shall Client be liable for any violation of these TOU by a User that is not an employee or agent of Client, except to the extent that Client was the cause or a contributing cause of such violation.

I. Prohibited Activities

General Prohibitions: End Users are prohibited from using the Access Control, CCTV, FAS and DI Systems in any way that is unlawful, harmful to or interferes with use of those System, or interferes with the use or enjoyment of those Systems by other authorized End Users, creates a security risk to those Systems, or is a violation of privacy.

Unlawful Activities: The Access Control, CCTV, FAS and DI Systems shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: The Access Control, CCTV, FAS and DI Systems shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: The Access Control, CCTV, FAS and DI Systems shall not be used to host, post, transmit, or re-transmit any content or material that harasses, or threatens the health or safety of others.

Inappropriate Interaction with Minors: The Access Control, CCTV, FAS and DI Systems shall not be used in a manner that violates any applicable laws pertaining to the protection of minors. Any such violation that is discovered will be reported to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org.

Child Pornography: The Access Control, CCTV, FAS and DI Systems shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to the National Center for Missing and Exploited Children and steps will be taken to remove child pornography (or otherwise block access to the content determined to contain child pornography) from the IT System.

Devices that Cause interference:

An End User shall not connect any computer, laptop, notebook, iPad, cellular phone, smart TV, or other electronic device ("User Device") to the Access Control, CCTV, FAS and DI Systems or use any User Device on or through the Access Control, CCTV, FAS and DI Systems, whether connected via Wi-Fi APs, Optical Line Terminals, or other hardwired connection, that causes any interference to the Access Control, CCTV, FAS and DI Systems or a User Device of any other authorized End User.

II. Security Violations

End Users are responsible for ensuring and maintaining security of your own computers, laptops, notebooks, iPads, cellular phones, smart TVs, and other equipment that connect to and use the Access Control, CCTV, FAS and DI Systems, including use of available and appropriate antivirus, malware, and ransomware protection, a virtual private network, effective passwords, security patches, and system and device updates.

The Access Control, CCTV, FAS and DI Systems shall not be used to interfere with, gain unauthorized access to, or otherwise violate the security of any server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing.

III. End User Responsibilities, Data Retention, Limitation of MSP's Liability and Dispute Resolution

End User Responsibilities:

End User remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the LAN and IS. MSP has no responsibility for any material created on the Access Control, CCTV, FAS and DI Systems using MSP's services under the Agreement, including content provided on third-party websites. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by MSP of the content(s) of such sites. End Users are responsible for taking prompt corrective action(s) to remedy a violation of the TOU and to help prevent similar future violations.

Data Retention:

End User understands and agrees that certain data regarding End User's use of the Access Control, CCTV, FAS and DI Systems, and that enables that use, may be collected and retained by the Access Control, CCTV, FAS and DI Systems. This will include:

a) first and last name,
b) email address,
c) mobile phone number,
d) photo image of employees,
e) photo image and company name of visiting contractors and vendors,
f) certain video collected,

g) Enabled door access by End User,
h) which doors were scanned and when per user,
i) When was the last time entered to the App.,
j) RFID cards or key fobs the user has assigned,
k) Mobile key the user has assigned,
l) name of the device where the APP is installed,
m) Device UUID (it is a value that varies in each install of the App and it is a relation between device/App value). In Android is called ID.
n) NotificationChannelId: This is an identifier to send notifications to the mobile, it is unique in each installation of the APP in the device.
o) Package delivery: tracking number, recipient's name, Unit number, photograph of the package,
p) Unit Owner's and guest's vehicle license plate, color, make and model of vehicle, and drop off and departure date and time,
q) Mobile phone Device OS version, Device Name, Device Model, Last time credentials were updated on the phone, and

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These TOU shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflict of laws provisions. Any dispute arising out of or related to User's use of the LAN and IS and/or these TOU shall be resolved by litigation in the state or Federal courts in and for Miami, Florida. The Parties submit themselves to the jurisdiction of those courts, select Miami, Florida as the exclusive venue for any action to resolve any such dispute and irrevocably waive venue on any other court or locale. END USER AND MSP WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OR ACTION ARISING OUT OF OR RELATED TO THE END USER'S USE AND/OR THESE TOU AND CHOOSE INSTEAD TO HAVE A JUDGE RESOLVE SUCH DISPUTE OR

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- In any case, no scaffold, scissors lift or other lifting equipment are included in this rates.
- Additional training fee: 150.00 $/hour* during standard business hours *. Minimum 4 hours.

* There shall be a five percent (5%) increase in the monthly fee on each anniversary of the commencement date.

MANAGED IT SERVICES AGREEMENT

This Managed Information Technology ("IT") Services Agreement (the "Agreement") is entered into on the date signed below (the "Effective Date") by and between 300 Biscayne Boulevard Way Condominium Association, Inc., a Florida not-for-profit corporation with its principal place of business at 300 Biscayne Boulevard Way, Miami, FL 33131 ("Client"), and Multitronik, LLC, a Florida limited liability company, with a principal place of business at 1200 Brickell Ave., Suite 1660, Miami, FL 33131 (the "Managed IT Services Provider" or "MSP") (Client and MSP may also be referred to individually as a "Party" and collectively as the "Parties").

In consideration of the mutual terms and conditions set forth herein, Client and MSP agree as follows:

1. **Scope.** MSP will provide the following operation, maintenance, IT support services and internet service to Client in order to monitor, maintain, and support Client's IT System, which includes the interconnected components that contribute to Client's information technology infrastructure, namely; the hardware components which consist of the servers, storage devices, switches, routers, firewalls, cables, Wi-Fi access points, computers, tablets, and printers, and the software components which consist of the server software, operating systems, cybersecurity software, and other applications (the "IT System"):

1.1. NETWORK AND END POINT DEVICES & EQUIPMENT:

1.1.1 BACK OFFICE AND COMMON AREAS NETWORKS.

a) Network monitoring and management: MSP will manage, monitor and troubleshoot Client's Local Area Network ("LAN") structural network(s), including all switches, routers, firewalls, Optical Line Terminals ("OLTs"), Wi-Fi Access Points ("APs") and other structural network devices. This includes managing the Virtual Local Area Networks ("VLANs"), configuring the network equipment and devices that are part of the networks like APs.
b) Equipment/software included in the scope of this Agreement is detailed in Appendix A.
c) Performance Optimization. MSP will continuously monitor and work to improve the performance of the network with a goal of maximum possible efficiency and uptime.
d) Server administration and maintenance: MSP will manage Client's servers and storage, including all server software, configuring server settings, and troubleshooting server issues.
e) Test and then install, if and as necessary, patches, updates and upgrades to optimize performance.
f) Provide remote support and troubleshoot for the equipment and software in Appendix A, including the back office and Common Area computers, printers, tablets, devices, and software, as further detailed in Appendix A.
g) Provide on-site technical support for complex issues or repairs that cannot be resolved remotely in accordance with the Service Level Agreement ("SLA") attached hereto.
h) Provide remote and on-site training to Client's staff on the IT System operation and troubleshooting. Training will consist of initial training, refresher trainings, and updates on new features, within 4 hours per month of available training time.

Additional training required by Client may be provided as an Additional Service at an agreed upon additional fee.

i) Provide adjustments to the network, equipment, and software settings as needed with a goal of optimizing performance.

j) Obtain and pay for all software licenses required for the operation and maintenance of the IT System, as detailed in Appendix B. Client shall reimburse MSP for each annual license fee that MSP must pay to its suppliers in order to provide the Services under this Agreement. Client acknowledges that those supplier fees may increase each year and agrees to pay the increased fee.

k) Provide system backup and disaster recovery services for the CCTV configuration parameters and for all the virtual machines ("VMs") running in the 2 local servers Lenovo SR530 in the Client's premises and detailed in Appendix A.

l) Endpoint Management: MSP will manage the Client's 2800 network endpoints.

m) Device Management: MSP will manage back office and Common Area computers, printers, tablets, devices, and software according Appendix A.

n) Provide Additional Services as agreed upon in writing by both Parties. See Appendix C.

o) Serve as the unified point-of-contact between the Client and other 3rd party providers that will use the Client IT System, e.g.: HVAC service provider, IP telephone provider.

p) Escalation: MSP will escalate any service requests that cannot be resolved within a certain timeframe or require additional expertise to the appropriate level within MSP or to third-party service providers, as appropriate in accordance with the SLA.

q) After 3 months of operation, MSP shall prepare and deliver to Client a complete set of drawings and other documents depicting and describing the updated Network Structure. In addition, upon the expiration or earlier termination of this Agreement, MSP shall again deliver updated drawings and other documents depicting and describing the then current and updated Network Structure.

r) Cable management. MSP will manage all cables in the IT System.

s) Emergency Response: MSP will provide emergency response services in the event of a critical incident, in accordance with the SLA.

t) Equipment and devices replacements:

1) After applicable warranties have expired, MSP will repair or replace, as appropriate, a faulty switch, router, firewall, Wi-Fi access point, hard disks, patch panel, or server or storage device at the then current market price of material. Labor for such service shall be charged in accordance with the SLA.

2) Equipment described in 1.1.1 t) 1 to be replaced will be quoted at the then current market price except:

a) MSP's property equipment – See section 6.4.

b) Equipment/devices that are replaced under an applicable warranty.

3) After applicable warranties have expired, MSP will repair or replace, as appropriate, UTP cables or fiber optics cables with problems at the then current market price for material. Labor for such service shall be charged in accordance with the SLA.

u) MSP will perform all services to be performed pursuant to this Agreement, including the documents and appendices attached hereto, with reasonable care, skill, and diligence, consistent with industry standards so as to maintain all equipment, hardware, software and services to be serviced or provided by MSP functioning in accordance with the recommendations and specifications of the manufacturers and designers of such equipment, hardware, software and services, as applicable.

1.1.2. CONDOMINIUM UNITS

a) Network monitoring and management: MSP will manage, monitor and troubleshoot Client's Gigabit Ethernet Passive Optical Network ("GPON") structural networks, including all switches, firewalls, OLTs, Optical Network Units ("ONUs"), Wi-Fi APs and other structural network devices.
b) Equipment/software included in the scope of this Agreement is detailed in Appendix A.
c) Performance Optimization. MSP will monitor the performance of the network with the goal of maximizing efficiency and uptime.
d) Test and then install, if necessary, patches, updates, and upgrades to optimize performance.
e) Provide remote support and troubleshoot the equipment and software in 1.1.2 a) above.
f) Provide on-site technical support for complex issues or repairs that cannot be resolved remotely in accordance with the SLA.
g) Escalation: MSP will escalate any issues that cannot be resolved within a certain timeframe or require additional expertise to the appropriate level within MSP organization or to third-party vendors in accordance with the SLA.
h) Emergency Response: MSP will provide emergency response services in the event of a critical incident in accordance with the SLA.
i) Equipment and devices replacements:

i.1) After applicable warranties have expired, a faulty switch, ONU and WIFI APs inside the units will be replaced and configured at the then current market price of material. For labor related thereto, see SLA.

i.2) Equipment to be replaced in 1.1.2 i.1) above will be quoted at the then current market price, except:

a) Equipment/devices that have an applicable warranty.
b) Equipment / devices mentioned in Appendix F.
c) Equipment supplied by the Unit Owner.
   I. The Unit Owner can supply the equipment and devices mentioned in 1.1.2 i.1), but always respecting the brand and models suggested by MSP to guarantee network support and total Wi-Fi coverage in the whole unit. Suggested Brand: Ubiquiti and models compatible with Unifi network.
   II. Equipment mentioned in 1.1.2 i.2) b) I., must be configured by MSP.
   III. In case of not respecting 1.1.2 i.2) b) I. and 1.1.2 i.2) b) II., network support and total unit WIFI coverage will not be guaranteed by MSP.
   IV. If a Unit Owner or any third-party service provider hired by a Unit Owner supplies or installs any equipment that causes any interference in the telephone, audio, video, or internet service of Client or any other Unit Owner, the Unit Owner who has caused or whose third-party provider has caused such interference shall be responsible to remove the equipment causing the interference at that Unit Owner's cost and will be responsible to Client and other Unit Owners for any damages Client or other Unit Owners have incurred as a result of that interference.

i.3) After applicable warranties expire, problems with UTP cables will be repaired or, if repair is not possible, will be replaced at the then current market price of material. Labor see SLA.

j) MSP will perform these services with reasonable care, skill, and diligence, consistent with industry standards.

1.2. INTERNET SERVICE ("IS") TO UNITS, BACK OFFICE AND COMMON AREAS

1.2.1. Internet Service for Condominium Units:

a) Provide Thunder Speed Service Units ("TSSU") as described and included in Appendix D.
b) MSP will provide internet service to each Unit, consistent with the terms of the Internet Service Agreement attached as Appendix E.

c) Client has the possibility to purchase additional Internet upgrades Services from MSP for an Additional Fee. Possible services are described in Appendix D.

1.2.2. Internet Service for back office and Common Areas:

a) Provide Thunder Speed Service ("TSS") as described in Appendix D.
b) MSP will provide IS to back office and Common Areas consistent with the Internet Service Agreement attached as Appendix E.
c) Client has the possibility to purchase additional Internet upgrades Services from MSP for an Additional Fee. Possible additional services are described in Appendix D.

1.2.3. MSP will perform these services with reasonable care, skill, and diligence, consistent with industry standards.

2. **Exclusions.** MSP shall provide the services identified and agreed to in section 1 of this Agreement and expressly excludes and will not provide services for:

- IT System problems caused by using equipment, software or service(s) in a way that is in violation of standards or recommendations provided by MSP to Client.
- problems caused by unauthorized changes to the configuration or set up of equipment, software or services provided by or on behalf of MSP, or unauthorized changes to the Clients original equipment as installed during construction.
- problems caused by Client or a Unit Owner preventing MSP or another third-party provider from performing required maintenance and updates.
- problems that could be reasonably said to be beyond MSP's control, such as: supply chain disruptions, equipment/material shortage in the market, tropical storms, war, acts of God, pandemic, and/or orders of governmental entities.
- services requested after Client fails to timely pay MSP in accordance with this Agreement, provided MSP has suspended services as might be authorized by this Agreement and upon written notice thereof given by MSP to Client.
- new network installations not contemplated in the Agreement, city permits and drawings.
- Lifting equipment is not included, except 6 feet ladders.
- costs associated with electrical installation.
- Hardware repair is not included.

3. **RESPONSIBILITIES.**

3.1 MSP's Responsibilities: MSP shall maintain and support the IT System for Client's use, including:

a) Employ qualified and experienced personnel with adequate knowledge to perform the services. MSP personnel will at times deliver MSP's services by working remotely and at other times by working in the Client's building in spaces to be provided by Client, on various days and at times that are within MSP's sole discretion.
b) Provide relevant software, services, and equipment consistent with the SLA,

c) Maintain good communication with Client.
d) Maintain all necessary licenses, permits, and certifications required to perform the Agreement
e) take reasonable measures to secure the Client's data and network infrastructure.
f) in the event of a data breach or network security incident, MSP shall promptly notify Client and provide reasonable assistance to mitigate the impact of the breach or incident.
g) Client acknowledges that MSP shall not be liable for any unauthorized access, loss, corruption, or alteration of data, unless directly caused by MSP's breach of contract.
h) MSP represents that it is a properly qualified and licensed vendor in good standing with the State of Florida and that it has read, examined, and understands this Agreement and the documents and appendices to be attached hereto and is well qualified and able to perform the work and services to be performed pursuant thereto; that it has a sufficient number of qualified personnel to assure timely performance of this Agreement; that it has the proper tools and equipment to perform this Agreement; and that is financially capable of performing this Agreement; that all materials incorporated in the services and work will be of industry standard quality, free from faults and defects and in conformance with the Agreement. All services and work not so conforming to these standards may be considered defective. MSP shall supervise and direct the services and work using its best skill and attention. All work and services shall be performed by personnel skilled in the trades and application of materials involved. MSP shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety or persons or property. MSP warrants and represents to Client that it has visited the Property, examined the actual job conditions and that it is familiar with local conditions and all things required that will have a bearing on performance of its work and services as well as its costs. MSP shall perform all work and services necessary to accomplish the scope of work as set forth in the Agreement and the documents and appendices attached thereto. Failure on the part of MSP to completely or properly evaluate any factors of costs prior to signing this Agreement shall not form a basis for additional compensation. Execution of this Agreement shall be conclusive evidence that MSP has investigated and is satisfied as to the site conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Agreement and the documents and appendices attached thereto. MSP shall be responsible to comply with all trademark and copyright laws and shall refrain from violating any intellectual property rights of the designers, manufacturers or developers of any equipment, hardware or software to be used or implemented into the services or work to be performed by MSP pursuant to this Agreement and the documents and appendices attached thereto, and MSP shall indemnify Client and the Indemnified Parties pursuant to Section 10.4 of the Agreement in connection with any claim pertaining to or in any way related to an alleged violation or infringement of such trademarks, copyright laws or intellectual property rights. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

3.2 Client's Responsibilities: Client shall:
a) Provide MSP with necessary access to Client's premises and Units, systems, software, and equipment for the purposes of maintenance, updates and fault prevention. This includes providing MSP personnel (by and through building management) with access to all areas of the AMR building to perform services as needed and providing MSP

personnel dedicated access and use of the basement IDF space and a desk, two chairs, and two storage cabinets. Access to Units is subject to express authority from owner or resident of such Unit.
b) Promptly notify MSP of any issues or problems requiring support in a timely manner.
c) Maintain good communication with MSP.
d) Provide accurate and complete information required for the provision of services.
e) Make best efforts to achieve compliance with applicable laws, regulations, and industry standards.
f) Maintain security policies established and provided to Client by MSP.
g) Provide necessary cooperation and assistance to MSP at all times for the performance of its services.
h) Keep MSP informed about potential changes to its IT System in a timely manner. For example, if staff are to begin connecting their own mobile devices to the building network, the supplier may be able to adjust its services accordingly.
i) Ensure that authorized personnel are trained in the proper usage and operation of the systems involved in this agreement.
j) Abide by, and make best efforts for Client's employees, agents, and contractors (each a "User" and collectively the "Users") to abide by the terms and conditions of this Agreement, including the Terms of Use contained in Appendix E.

4. Term of Agreement.

4.1 This Agreement shall commence on the Effective Date and shall continue for a Term of 5-years, unless terminated earlier in accordance with the terms set forth herein.
4.2 The Agreement may be renewed by mutual written agreement of the Parties.
4.3 This Agreement may be reviewed at any point, by mutual agreement.

5. Pricing and Payment.

5.1 In consideration of the services MSP will provide under this Agreement, Client shall pay MSP a monthly fee, sales taxes, if any, excluded, in the following amount:

a) $62,054.00/month* during the first twelve months (first year) of the Term (no depreciation on MSP equipment is charged during the first year),

b) $62,513.00/month* during the second twelve months (second year) of the Term (now including depreciation of MSP equipment),

c) $62,513.00/month* during the third twelve months (third year) of the Term (still including depreciation of MSP equipment),

d) $62,513.00/month* during the fourth and fifth twelve months (fourth and fifth years) of the Term, except that the final month in the fifth year the amount is $65,725.00* due to the final deprecation amount.

* There shall be a five percent (5%) increase in the monthly fee on each anniversary of the commencement date.

5.2 The monthly fee must be paid in advance at the beginning of each month.
5.3 Payment terms shall be [15] days from the date of invoice. Payments not made by that date shall accrue interest at the rate of 18% per annum, or the highest rate allowed by law, whichever rate is lower.
5.4 Any additional expenses not included in this Agreement, incurred by MSP in providing the services, shall be reimbursed by the Client upon submission of appropriate supporting documentation and previous approval of the client.
5.5 Sales taxes, if any, are not included in prices.

6. Network Equipment Ownership.

6.1 The network equipment detailed in Appendix F will remain the property of MSP throughout the term and after of this Agreement.

6.2 Client acknowledges that the network equipment detailed in Appendix F are the exclusive property of MSP and shall not claim any ownership rights or interests over them.

6.3 Client shall not tamper with, modify, remove or attempt to transfer or sell the network equipment that is detailed in Appendix F without the express written consent of MSP.

6.4 MSP shall bear the costs associated with repair or replacement of the network equipment detailed in Appendix F due to normal wear and tear or malfunction, provided that such issues are not caused by Client's negligence or intentional actions.

6.5 In the event of termination or expiration of this Agreement, Client shall return the network equipment detailed in Appendix F to MSP in good working condition, normal wear and tear excepted. MSP may inspect and assess the condition of the mentioned equipment upon their return.

7. Confidentiality.

7.1 Both Parties agree to keep confidential any non-public information disclosed by either Party in connection with this Agreement and the IT System itself, unless disclosure is required by law.

7.2 MSP shall implement reasonable measures to protect the confidentiality and security of Client's information and data, as well as the information and data of third parties obtained from use of the IT System but cannot guaranty the confidentiality and security of all such information and data against the attempts of bad actors to compromise the information and data.

7.3. MSP shall not disclose or use any confidential information obtained from Client or from use of the IT System for any purpose other than providing the services outlined in this Agreement, without the prior written consent of Client.

7.4. This obligation of confidentiality shall survive the termination or expiration of this Agreement.

7.5 MSP shall implement reasonable measures to protect the confidentiality and security of Client's information and data, as well as all other data and information obtained from use of the IT System. Client understands and acknowledges that MSP cannot and does not guarantee that no bad actor will be successful at breaching the IT System and stealing or impairing Client's date or personal information.

8. Termination.

8.1 Either Party may terminate this Agreement upon 60 days' written notice to the other Party in the event of a material breach of this Agreement by the other Party, subject to a cure period of 15 business days.

8.3 In the event Client elects to terminate this Agreement prior to the end of the 5-year Term without just cause, Client agrees to pay Provider a termination fee (the "Termination Fee") to MSP.

8.3.1. Termination Fee amount shall be calculated as follows:

8.3.1.2. The early termination amount shall be equal to the sum according to the MSP's equipment unamortized cost installed at AMR, per the depreciation schedule in Appendix G, based on a five (5) year period from the beginning of the Term, as specified below:

Termination Fee Amount = (Unamortized value according to table in Appendix G) + 3 x (monthly fee amount- monthly depreciation) + remaining months of the annual licenses & fees (See 7.3.1.3) + IS termination & disconnection fee (see 7.3.1.4).

7.3.1.3 Licenses & fees to be used for the termination fee calculus. See Appendix B.

- VmWare license/support
- SQL DB & Windows Server
- Fortinet update/support
- Domain
- Microsoft Business Standard 365
- Antivirus Trend Cloud
- Cloud Storage Azure

7.3.1.4 IS termination & disconnection fee: $180,000

8.4. Client agrees to pay all outstanding fees of services rendered up to the effective date of termination.
8.5. Client agrees to pay other services provided, that were required and approved by the Client, and not included in the inclusions of this Agreement.
8.6 In the event of early termination by the MSP without just cause, MSP shall:

a) Provide a 180-day advance written notice of termination to the Client.
b) Refund any prepaid fees for services not yet rendered.
c) Use MSP's best efforts to make the transition to a new IT-msp as smooth and transparent as possible.
d) In consideration of the early termination, MSP shall transfer ownership of all MSP equipment then in the building to Client at no cost to Client.

8.7 In addition to the foregoing Client reserves the right to terminate this Agreement in accordance with any other provision or procedure provided by Florida or Federal statutes.

9. Force Majeure.

9.1 The Parties hereto are excused from performance of their obligations pursuant to this Agreement to the extent they are prevented from doing so as a result of acts of God, war, riot, terrorist act, fire, a tropical storm, pandemic, order of a governmental entity, supply chain disruptions causing shortage of materials and equipment in the market, not being manufactured anymore or other similar event ("force majeure").

10. Limitation of Liability.

10.1 MSP's liability for any claim arising out of or related to this Agreement, whether arising in contract, tort, negligence, gross negligence or strict liability, or by statute, shall be limited to the remaining policy limits of applicable insurance coverage available at the time of making the claim.
10.2 Neither party to this Agreement shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

10.3. Client acknowledges and agrees that, except as expressly stated in this Agreement, MSP shall not be responsible for any other claims, losses, damages, or liabilities arising out of or related to network malfunction, breach, internet service malfunction or any other matter not specifically addressed in this Agreement.
10.4 To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party, its officers, directors, agents and employees (the "Indemnified Parties") from liability, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both the trial and appellate level, caused in whole or in part by any act, omission or default of the Indemnifying Party, any of the Indemnifying Party's subcontractors, sub-subcontractors, materialmen or agents of any tier, or their respective employees, arising out of or related to this Agreement or its performance. The Indemnifying Party's obligation to indemnify as set forth herein shall be limited to the remaining policy limits of the Indemnifying Party's applicable insurance coverage available at the time of making the indemnification claim. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

11. INSURANCE.
11.1 During the term of this Agreement, MSP shall maintain:

i. Commercial General Liability Insurance through one or more primary and/or umbrella liability policies against claims for bodily injury, property damage, advertising injury and personal injury. The policies shall be written on an occurrence basis with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for the Term of the Agreement.

ii. Cybersecurity Insurance with limits of not less than $3,000,000.

iii. Workers' Compensation Insurance as required by and according to State statutory limits covering all employees or subcontractors of MSP, with employer's liability (coverage B) limits of not less than $1,000,000.00 for bodily injury by accident and bodily injury by disease, respectively.

11.2 MSP shall provide Client with a Certificate of Insurance, prior to but no later than the signing of this Agreement by both parties hereto, wherein Client shall be named as an additional insured on a primary and non-contributory basis, with a waiver of subrogation, in all policies required to be maintained hereunder with the exception of the Worker's compensation insurance policy. To the extent required by the policies to be obtained and held by MSP pursuant to this Agreement, Client shall be provided additional insured endorsements to evidence the required insurance coverage and such policies shall further provide that the coverage provided therein as required by this Agreement shall not be cancelled or materially altered without providing Client with advance written notice thereof not less than 30 days prior to the cancellation or change in coverage.

12. Independent Contractor, not Agents. MSP and Client are and shall remain independent contractors and are not and shall not become an agent, partner, or joint venturer of one another because of or during the performance of this Agreement. Neither MSP nor Client control the other Party or the other Party's employees or agents.

13. Governing Law, Jurisdiction, Venue, Dispute Resolution and Waiver of Jury Trial.
This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflict of laws provisions. Any dispute arising out of or related to this Agreement shall be resolved by litigation in the state or Federal courts in and for Miami, Florida. The Parties submit themselves to the jurisdiction of those courts, select Miami, Florida as the exclusive venue for any action to resolve any such dispute and irrevocably waive venue in any other court or locale. CLIENT AND MSP WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OR ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT AND CHOOSE INSTEAD TO HAVE A JUDGE RESOLVE SUCH DISPUTE OR ACTION. The prevailing party in any such action shall be entitled to recover from the non-prevailing party all of its attorney and expert witness fees and costs and all other costs of litigation at the trial and appellate levels.

14. Non-Solicitation of MSP's Employees. MSP shall employ a minimum of one employee and contract with a minimum of one independent contractor to provide MSP's services under this Agreement. Client understands and agrees that MSP expends considerable time, money, and resources training and developing its employees in order to have a competent, efficient, and specialized work force. Client shall not directly or indirectly solicit or hire any of MSP's employees that provided services to Client pursuant to this Agreement during the term of this Agreement and for a period of one year following the date of expiration or termination of this Agreement.

15. Disclosure. MSP is an affiliated entity, sharing some common ownership with the Developer of the Aston Martin Residences, Riverwalk East Developments, LLC.

16. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from the Agreement without affecting the validity of any other provision hereof.

17. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all prior written and all prior and contemporaneous oral agreements, understandings, inducements, and conditions, express or implied, among the Parties with respect hereto. This Agreement may only be changed by a written instrument signed by both Parties.

18. Counterparts. This Agreement may be executed in any counterparts, each of which shall be an original as against any Party whose signature appears thereon and all of which together shall constitute one and the same Agreement. Electronic and .PDF signatures shall constitute originals.

19. Construction of Agreement. This Agreement has been negotiated by the respective Parties hereto, and the language hereof shall not be construed more strictly against either Party.

20. Authority to Execute. By executing this Agreement, each Party affirmatively represents that it has the corporate capacity to execute this Agreement and has performed all necessary corporate acts required to execute this Agreement, if any.

21. Time is of the Essence. Time is of the essence in the performance of each obligation of the Parties under this Agreement.

22. Notice. All notices permitted or required hereunder shall be made in writing and shall be delivered via commercial courier delivery and email to the Parties as follows:

If to MSP:

Attention: Nicolas Schejtman
Multitronik, LLC
1200 Brickell Ave., Suite 1660
Miami, FL 33131
Email: nicolas@multitronikllc.com

If to Client:

Attention: Marcelo Scarinci
300 Biscayne Boulevard Way Condominium Association, Inc.
300 Biscayne Boulevard Way
Miami, FL 33131
Email: mscarinci@gandgbd.com

With copy to:

Roberto C. Blanch, Esq.
Siegfried Rivera
201 Alhambra Circle, 11th Floor
Coral Gables, FL 33134
Email: rblanch@siegfriedrivera.com

Done and Agreed to effective this 19th day of April, 2024 by:

CLIENT – **300 Biscayne Boulevard Way Condominium Association, Inc.** DocuSigned by: Marcelo Scarinci 98A30B81362 14ED... (signature) By: Marcelo Scarinci As Its: Treasurer	**MSP –** **Multitronik, LLC.** DocuSigned by: D0D6D18DF80B42A... (signature) By: nicolas schejtman As Its: General Manager

Appendix A – Included Equipment and Software

NETWORKS -SERVERS- Building Management devices (computers PC & Mac | iPad tablets | Printers)

HARDWARE

1. Servers & Storage:
   a. Storage DE2000H Hybrid Storage Array (1):
      2 disk controllers.
      3 disks (4TB): 8 TB usable.
      External SAS connectivity for minimum 2 hosts. Remote management
      2 SAS cables for connection to the host
   b. Server Lenovo SR530 (2).
      32 Cores – Xeon: Gold
      RAM Memory 64 Gb.
      2 Internal disks of 1 Tb: for OS and hypervisor. Internal Raid.
      Network cards: 2
      Remote management – console.
      SAS board for external storage connection.
2. Network & Cybersecurity:
   Fortigate 200F Firewall/Router (2).
   Ubiquiti USW-Pro- Aggregation (4).
   Ubiquiti USW-Pro- 48 POE (80).
   Ubiquiti USW-Pro- 24 POE (10).
   Ubiquiti USW-Enterprise-8-POE (14) –Elevator machine room.
   Ubiquiti USW-Lite 8 Poe (14) - located in car elevators.
   Ubiquiti USW-Lite 8 Poe (394) – located in units
   Ubiquiti Fiber LOCO (ONUs) GPON (394) – located in units
   Ubiquiti Fiber OLT UF-OLT-4 (5)
   Ubiquiti AP Wi-Fi (465)
   Ubiquiti APIW (218) – located in units
   Ubiquiti APIW HD (482) – located in units

3. Computers/Tablets/Printers/Mobiles:
   a. PC (15)
   b. iPad tablets & IOS mobiles(24)
   c. Printers (10)

SOFTWARE

- VMware management: Virtual servers (5)
- Local and cloud Back Up management.
- UNIFI Network Server.
- Active directory administration.
- OS management: Windows server & Linux.

- Antivirus / Malware / Antispam.
- Windows 10 | MacOS XX |iPad OS (licenses not included in this agreement)
- Office 365.

Docusign Envelope ID: 162A37C7-6E8E-4C21-8B06-F4E939D9C3CD

Appendix B – Network Licenses/Support Fees

NETWORK- License & Support fees

	Service provided	Quantity if apply (users/devices)	Unit Price	Annualy	Monthly
VmWare license/support annual	Hypervisor virtual servers			$ 233.28	$ 19.44
SQL DB & Windows Server annual	Database & windows server licenses			$ 2,408	$ 200.67
Fortinet update/support annual	Firewall update/support	2	$ 4,005.68	$ 8,011	$ 667.61
Domain annual	Domain service			$ 99.96	$ 8.33
Microsoft Business Standard 365 license/support	office365 & support	15	$ 21.25	$ 3,825	$ 318.75
Antivirus Trend Cloud annual	update/upgrade/support	15	$ 96.50	$ 1,447	$ 120.62
Cloud Storage Azure annual	Service & support	1	$ 117.00	1404	$ 117.00
Apple devices management annual	Apple devices management	24	$ 4.92	$ 1,416.96	$ 118.08
				$ 17,429	$ 1,452

Note:
Apple devices management annual: up to 24 licenses, the amount of $1,416.96 is waived, and from 24 licenses onward, $1,416.96 plus $59.04 per additional license will be charged.

Appendix C – Additional Services

MSP may provide any of the following Additional Services to Client at an additional cost, upon Client's written acceptance of an MSP quote for those Additional Services:

Supply new equipment & devices, new network installations required and pulling the correspondent permits with the city for the following:

- Structured Cabling:
  - Data cabling (Ethernet, fiber optics).
  - Voice and telephone cabling.
  - Network infrastructure design and installation
- Supply network equipment.
- For additional internet services see Appendix D.

Appendix D – Internet Service Speeds

a) Common Areas:
   a. Thunder Speed Service (TSS): 250 Mbps for all common areas. It is already included in this Agreement.

b) Units:
   a. Thunder Speed Service Units (TSSU): 200 Mbps for each Unit. It is already included in this Agreement.

c) Additional Unit's services and speed tiers that can be hired and will increase the Monthly fee:
   a. Gold Speed Service Units (GSSU): 500 Mbps for each Unit. Not included in this agreement. Additional monthly fee: $25.
   b. Platinum Speed Service Units (PSSU): 1000 Mbps for each Unit. Not included in this agreement. Additional monthly fee: $45.

NOTE: additional speed services availability subject to building network capacity.

d) Understanding Internet Speeds and their Limitations:

Many factors affect the internet service you purchased from MSP. Learn how these factors affect your internet speed.

Internet service levels and speeds,

Your service capability speed (internet speed) is the rate we deliver internet traffic to and from your location. Many factors affect the internet service purchased from MSP and influence the speed you may experience on any particular device connected to your network. Data and content you send or receive travels many paths before reaching their final destination and returning back to you:

- Through wiring in your location or over your Wi-Fi
- Between your connected computers and devices and your modem, gateway, or hub
- Through the Network Device located outside your building to the Building Network (if you are using a wired connection).
- From MSP's supplier Broadband Network to the internet, which has millions of private networks
- Through various Internet Service Provider (ISP) networks used by websites to send you content

Remember that the speed to your home location is shared among all the devices connected to your home network – including any devices connected via Wi-Fi – so the number of devices connected and the activity on those devices will impact the speeds you may experience.

Internet speed

Each internet service option has a different service capability speed range. The term speed describes the rate a particular broadband internet access service can transmit data. This capacity is measured by the number of kilobits (Kbps), megabits (Mbps), or gigabits (Gbps) that can be transmitted in one second. Some applications don't need higher speeds to work at their best. Examples of these applications include sending short emails without attachments or basic web browsing. Other activities perform better with higher-speed services. This includes transferring large data files or streaming high-definition video. Lower speeds may not work for some applications, especially those involving real-time or high bandwidth uses such as streaming video or video conferencing.

MSP speed tiers

Wired network

MSP Fiber
MSP's supplier Fiber is an ultra-fast broadband technology. It's delivered over a fiber optic connection to the premises and then delivered over the fiber optic network of the building up to the Units.

Speed Tier	Download Expected Speeds	Upload Expected Speeds
TTSU	200	200
GSSU	500	500
PSSA	1000	1000

Factors that impact internet speed

Outside premises network
Internet is delivered to your premises location through fiber wiring.

- MSP's supplier fiber delivers internet directly to your location using a 100% fiber network.

Home network
Many factors inside your building affect the rate you send or receive internet data, including:

- Age of wiring inside your building

- Distance between the gateway or hub and your device
- Age and type of gateway, hub, or router
- Number of devices connected to the gateway or hub
- Type of connection used: wired or Wi-Fi

Connection types

You can access your internet through a wired Ethernet connection or a Wi-Fi connection. Wired connections use Ethernet cables plugged into the Ethernet port on your wall or Wi-Fi gateway. These connections provide the best performance, consistently. We recommend using a Cat5e or better Ethernet cable.

To reach speeds above 1Gbps, you must use at least a Cat6 cable plus an Ethernet port rated for multi-Gbps speeds. Some older Ethernet cables, ports, routers, gateways may not be capable of supporting speeds above 1Gbps to a single device. This includes Ethernet wiring in some older buildings.

Speeds are shared among all the devices connected to your ethernet and Wi-Fi access points, so more devices connecting at the same time may result in slower speeds. Wireless (Wi-Fi) connections let you move throughout your building but aren't as fast as wired connections. Wi-Fi connection speeds depend on the Wi-Fi technology in your device and in your gateway or hub. You get the best Wi-Fi signal closest to your gateway or hub, with fewer devices running, using the latest Wi-Fi technology. Older devices and older gateways use older Wi-Fi technology, which run at slower speeds. Wi-Fi speeds are shared among all the devices connected to the gateway or hub by Wi-Fi, so more devices connected at the same time may result in slower speeds.

Type and number of devices

Internet devices come in all shapes and sizes. Each device has a maximum internet speed it can reach. But, that speed might not be as fast as your possible internet service level. For example, if your older laptop or tablet only supports 11Mbps and you have 1Gbps internet service, your laptop will never be able to reach the more than 11 Mbps. When a device connects to your network, it uses a portion of your allotted speed. Several devices sharing your internet connection can affect the speed each device experiences.

TV and internet speed

In some cases, your TV and internet may enter your location using the same terminal. Using both services at the same time consumes more available bandwidth and can affect internet download speeds. For example, in certain speed tiers, watching multiple HD TV shows at the same time as heavy data internet usage, such as downloading an entire HD movie file on your laptop, will lead to reduced internet speeds as compared with such speeds when no other uses are placed on the network.

Other networks and websites you visit

Even though you purchased a specific speed and the service is highly reliable, the websites you interact with may not provide their services at the same speeds. Things to consider as you surf websites:

- Websites may not have the same network speeds as you.
- Website server capacity can impact your Internet speeds.
- Website owners may use other ISPs to deliver content back to you. These network serving arrangements can also impact your Internet speeds.
- Visiting sites during their peak hours may also result in slower speeds.

Additional impacts on internet speed performance and speed test results

As noted, many factors can affect service speeds and test results. These include:

- Your equipment
- Connection type
- Network issues
- Internet usage

In addition, protocol overheads, such as IP overhead in IP technology, reduce internet speed and speed test results. Overheads means the various control and signaling data (for example, transmission control protocol (TCP)) required to achieve the reliable transmission of internet access data.

Appendix E – Terms of Use

Client and MSP are committed to providing a quality IT System and IS in accordance with the Agreement, which complies with all laws and regulations governing the use of the Internet, e-mail transmission and text messaging, and which preserves for all Users' the ability to use the LAN, IS and the Internet without interference or harassment from other Users. These Terms of Use ("TOU") are designed to help achieve these goals. By using the LAN and the IS, each User agrees to comply with these TOU and to be a responsible User. MSP reserves the right to change or modify the TOU at any time. A User's use of the LAN and IS after any change constitutes User's acceptance of any changed Terms of Use. While multiple Users shall, at any given time, have the right to use the LAN, IS and IT System, which are and may be furnished pursuant to the Agreement to which Client is a party, at no point shall Client be liable for any violation of these TOU by a User that is not an employee or agent of Client, except to the extent that Client was the cause or a contributing cause of such violation.

I. Prohibited Activities

General Prohibitions: Users are prohibited from using the LAN and IS in any way that is unlawful, harmful to or interferes with use of the LAN and IS, or the network of any other provider, or interferes with the use or enjoyment of the LAN or IS by other authorized Users, infringes intellectual property rights, results in the publication of threatening or offensive material, constitutes Spam/E-mail/Usenet abuse, creates a security risk to the IT System, is a violation of privacy, or is a failure to adhere to the rules, guidelines, or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via the LAN or IS.

Requirements of Third-Party Managed Service Provider(s): MSP contracts with a third-party to deliver internet service and other services to the building for use of IS. That third-party imposes its own Acceptable Use Policy or Terms of Use and Business Services Agreement. Users must comply with those requirements, which may be reviewed at https://multitronikllc.com/legal/aup and https://multitronikllc.com/legal/bsa.

Unlawful Activities: The LAN and IS shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: The LAN and IS shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: The LAN or IS shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others.

Inappropriate Interaction with Minors: The LAN or IS shall not be used in a manner that violates any applicable laws pertaining to the protection of minors. Any such violation that is discovered will be reported to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org.

Child Pornography: The LAN and IS shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to the National Center for Missing and Exploited Children and steps will be taken to remove child pornography (or otherwise block access to the content determined to contain child pornography) from the IT System.

Spam/E-mail/Usenet Abuse: Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of these TOU. Spam/E-mail or Usenet abuse is prohibited. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" – to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the LAN or IS, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages
- for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by these TOU;
- using IP addresses that the User does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the LAN or IS or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;

- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate these TOU or the terms or policies of any Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Devices that Cause interference:

A User shall not connect any computer, laptop, notebook, iPad, cellular phone, smart TV, or other electronic device ("User Device") to the IT System or use any User Device on or through the LAN or IS, whether connected via Wi-Fi APs, Optical Line Terminals, or other hardwired connection, that causes any interference to the IT System, the LAN, IS or a User Device of any other authorized User.

II. Security Violations

Users are responsible for ensuring and maintaining security of your own computers, laptops, notebooks, iPads, cellular phones, smart TVs, and other equipment that connect to and use the LAN or IS, including use of available and appropriate antivirus, malware, and ransomware protection, a virtual private network, effective passwords, security patches, and system and device updates.

Lan and IS shall not be used to interfere with, gain unauthorized access to, or otherwise violate the security of any server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of such security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;

- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow User to stay logged on while User is not actively using the IS or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the LAN or IS;
- providing guidance, information or assistance with respect to causing damage or security breach to the LAN or IS, or to the network of any other ISP;
- failure to take reasonable security precautions to help prevent violation(s) of these TOU.

III. User Responsibilities, Data Retention, Limitation of MSP's Liability and Dispute Resolution

User Responsibilities:

User remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the LAN and IS. MSP has no responsibility for any material created on the LAN and IS using MSP's services under the Agreement, including content provided on third-party websites. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by MSP of the content(s) of such sites. Users are responsible for taking prompt corrective action(s) to remedy a violation of the TOU and to help prevent similar future violations.

Data Retention:

User understands and agrees that certain data regarding User's use of the LAN and IS, and that enables that use, may be collected and retained by the IT System. This will include device name, Mac Addresses, consumed bandwidth, IP assigned to device by the network, navigation history, and ports used. MSP does not sell any data to any third party.

Limitation of Liability:

User, by its use of the LAN and IS managed by MSP, acknowledges and agrees that MSP is providing its services in accordance with the terms of the Agreement, and that MSP does not and cannot guaranty that User's use will be continuous, uninterrupted, free from interference, or harm damage or loss caused by the negligence or intentional acts of third parties or the negligence of MSP. **User agrees that to the greatest extent permitted by law, the total liability of MSP for any harm, damage or loss of any kind or under any legal theory suffered by User, whether arising out of breach of contract, negligence, strict liability or violation of statute is limited to five hundred US dollars ($500.00 US). User also agrees that MSP is only liable for any actual damages suffered , if any, not for any punitive or exemplary damages.** WE ARE NOT LIABLE FOR ANY COMPUTER VIRUS, MALWARE OR RANSOMWARE YOU MIGHT RECEIVE FROM YOUR USE OF THE LAN AND IS OR FROM DOWNLOADING CONTENT FROM THE INTERENT. YOUR USE OF THE LAN AND IS AT YOUR OWN RISK. The foregoing disclaimers or limitations of liability do not apply in connection with any claim, liability, loss or damage caused by or related to MSP's gross negligence or willful, wanton or intentional misconduct.

Dispute Resolution:

These TOU shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflict of laws provisions. Any dispute arising out of or related to User's use of the LAN and IS and/or these TOU shall be resolved by litigation in the state or Federal courts in and for Miami, Florida. The Parties submit themselves to the jurisdiction of those courts, select Miami, Florida as the exclusive venue for any action to resolve any such dispute and irrevocably waive venue on any other court or locale. USER AND MSP WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OR ACTION ARISING OUT OF OR RELATED TO THE USER'S USE AND/OR THESE TOU AND CHOOSE INSTEAD TO HAVE A JUDGE RESOLVE SUCH DISPUTE OR ACTION. The prevailing party in any such action shall be entitled to recover from the non-prevailing party all of its attorney and expert witness fees and costs and all other costs of litigation.

IV. Enforcement of the TOU and Notice of Violation

A User's failure to abide by these TOU may result in MSP taking actions anywhere from a warning to a suspension or termination of that User's use of the LAN and IS. When feasible, MSP may provide such User with a notice of a violation of the TOU via e-mail or otherwise, and allowing the User to promptly correct the violation. MSP reserves the right, however, to act immediately and without notice to suspend or terminate an affected User's use in response to a court order or government notice that certain conduct must be stopped, or when MSP reasonably determines that the User's improper use may: (1) expose MSP to sanctions, prosecution, civil action or any other liability; (2) cause harm to or interfere with the integrity or normal the LAN and IS; (3) interfere with another User's use of the LAN and IS or the Internet; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to MSP, Client or other Users, including Unit Owner Users.

Any allegation of a violation of these TOU, other than claims of copyright infringement, should be directed to legal@multitronikllc.com. Where possible, include details that would assist MSP in investigating and resolving the allegation, such as, expanded headers, IP address(s), and a copy of the offending transmission.

V. Copyright Infringement & Digital Millennium Copyright Act

MSP respects the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA" found at 17 U.S.C. § 512, provides that owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may report alleged infringements to service providers. In accordance with the DMCA and other applicable laws, MSP's policy is to terminate a User's use of the LAN and IS, when appropriate, if a User is found to be a repeat infringer. MSP may terminate a User's use at any time with or without notice to the User or Client. MSP has no obligation to investigate possible copyright infringements with respect to materials transmitted by any User. However, MSP will process valid instances of claimed infringement under the DMCA, and continued receipt of infringement notifications for a User will be used as a factor in determining whether a User is a repeat infringer.

[Continued on following page]

DMCA Copyright Notifications:

Pursuant to 17 U.S.C. §§ 512(b)–(d), a copyright holder may send MSP a valid notification of claimed copyright infringement under the DMCA. For further information regarding such notifications, see https://www.att.com/legal/terms.dmca.html. MSP's designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Registered Copyright Agent for Multitronik, LLC
1200 Brickell Ave., Suite 1660
Miami, FL 33131
E-mail: dmca@multitronikllc.com.

Appendix F – MSP Owned Equipment

a) Fortinet Firewall/Router: FORTIGATE 200F [Serial numbers: FG200FT922932091 and FG200FT922932118]: 2 units.

b) Optical Line Terminals (OLTs) UBIQUITI, model Ufiber OLT [Serial numbers: __D0:21:F9:B8:39:99, D0:21:F9:B8:3D:E5, D0:21:F9:B8:43:91, D0:21:F9:B8:41:6B and d0:21:f9:b8:45:ee]: 6 units.

c) Fiber optic switches UBIQUITI, model USW Pro Aggregation [Serial numbers: 70:a7:41:ef:99:1c, 70:a7:41:ef:98:7d, 70:a7:41:ef:8e:e4, 70:a7:41:ef:96:f4]: 4 units

APPENDIX G: Depreciation Schedule

Month	MSRP per unit	Qty.	Description	SubTotal
	$ 7,015	2	FORTINET	$ 14,030
	963	4	UBIQUITI SWITCH FO	$ 3,852
	1272.4	5	UBIQUITI OLT	$ 6,362
	Total amount:			$ 24,244
1	$ 0.00	$ 24,244.00		
2	$ 0.00	$ 24,244.00		
3	$ 0.00	$ 24,244.00		
4	$ 0.00	$ 24,244.00		
5	$ 0.00	$ 24,244.00		
6	$ 0.00	$ 24,244.00		
7	$ 0.00	$ 24,244.00		
8	$ 0.00	$ 24,244.00		
9	$ 0.00	$ 24,244.00		
10	$ 0.00	$ 24,244.00		
11	$ 0.00	$ 24,244.00		
12	$ 0.00	$ 24,244.00		
13	($ 459.00)	$ 23,785.00		
14	($ 459.00)	$ 23,326.00		
15	($ 459.00)	$ 22,867.00		
16	($ 459.00)	$ 22,408.00		
17	($ 459.00)	$ 21,949.00		
18	($ 459.00)	$ 21,490.00		
19	($ 459.00)	$ 21,031.00		
20	($ 459.00)	$ 20,572.00		
21	($ 459.00)	$ 20,113.00		
22	($ 459.00)	$ 19,654.00		
23	($ 459.00)	$ 19,195.00		
24	($ 459.00)	$ 18,736.00		
25	($ 459.00)	$ 18,277.00		
26	($ 459.00)	$ 17,818.00		
27	($ 459.00)	$ 17,359.00		
28	($ 459.00)	$ 16,900.00		
29	($ 459.00)	$ 16,441.00		
30	($ 459.00)	$ 15,982.00		
31	($ 459.00)	$ 15,523.00		
32	($ 459.00)	$ 15,064.00		
33	($ 459.00)	$ 14,605.00		
34	($ 459.00)	$ 14,146.00		
35	($ 459.00)	$ 13,687.00		
36	($ 459.00)	$ 13,228.00		
37	($ 459.00)	$ 12,769.00		
38	($ 459.00)	$ 12,310.00		
39	($ 459.00)	$ 11,851.00		
40	($ 459.00)	$ 11,392.00		
41	($ 459.00)	$ 10,933.00		
42	($ 459.00)	$ 10,474.00		
43	($ 459.00)	$ 10,015.00		
44	($ 459.00)	$ 9,556.00		
45	($ 459.00)	$ 9,097.00		
46	($ 459.00)	$ 8,638.00		
47	($ 459.00)	$ 8,179.00		
48	($ 459.00)	$ 7,720.00		
49	($ 459.00)	$ 7,261.00		
50	($ 459.00)	$ 6,802.00		
51	($ 459.00)	$ 6,343.00		
52	($ 459.00)	$ 5,884.00		
53	($ 459.00)	$ 5,425.00		
54	($ 459.00)	$ 4,966.00		
55	($ 459.00)	$ 4,507.00		
56	($ 459.00)	$ 4,048.00		
57	($ 459.00)	$ 3,589.00		
58	($ 459.00)	$ 3,130.00		
59	($ 459.00)	$ 2,671.00		
60	($ 2,671.00)	$ 0.00		

Service Level Agreement ("SLA")

Support:

MSP will provide to Client a Ticketing System Administration for support.

Standard business hours: M-F, 9am est to 6pm est | Sa 9am est to 1pm est.

Support requests raised by the Client will be handled by three tiers of support:

- **Tier one (L1).** This is where all support incidents begin. The issue is clearly recorded and the MSP performs basic troubleshooting within the following timeframes:
  - Critical Events: Within 60 minutes of receipt of the reported incident.
  - Important Events: Within 60 minutes of receipt of the reported incident. If the incident is received after standard business hours, the response will be within 60 minutes of the start of the next business standard hours timeframe.
  - Regular Events: Within 60 minutes of receipt of the reported incident. If the incident is received after standard business hours, the response will be within 60 minutes of the start of the next business standard hours timeframe.

- **Tier two (L2).** If an issue cannot be resolved in tier one, it will be escalated to tier two within the following timeframes:
  - Critical Events: within 4 hours from receipt of reported incident. Then, at this point, the MSP will perform more complex support and shall attempt to resolve issue within 4 hours from receipt of report to Tier Two.
  - Important Events: within 4 hours from receipt of reported incident. Then, at this point, the MSP will perform more complex support and shall attempt to resolve issue within 4 hours from receipt of report to Tier Two, during standard business hours only.
  - Regular Events: within 8 hours from receipt of reported incident. Then, at this point, the MSP will perform more complex support and shall attempt to resolve issue within 8 hours from receipt of report to Tier Two, during standard business hours only.

- **Tier three (L3).** Issues that cannot be resolved at tier two, it will be escalated to tier three. At this level, support is provided by the MSP's most-experienced staff, who can draw on a range of expertise from third-parties when needed.

In any event, MSP shall make diligent and commercially reasonable efforts to resolve all claims, incident reports and outages within 48 hours from its receipt of the report.

- **Critical Events.**
  - Support L1: Ticket Portal:
    https://multitronikllc.itclientportal.com/ClientPortal/Login.aspx?accountid=175
    Telephone line will be given only for critical events.

  Critical events are defined as:
  - Total Internet and/or Network failure in all common areas and back office.
  - MDF failure, servers included.
  - At least 1 IDF failure.

- **Important Events.**
  - Support L1: Ticket Portal:
    https://multitronikllc.itclientportal.com/ClientPortal/Login.aspx?accountid=175

  Important events are defined as:
  - Internet outage in a Unit.
  - Login failure in back office systems.

- **Regular Events.**
  - Support L1: Ticket Portal:
    https://multitronikllc.itclientportal.com/ClientPortal/Login.aspx?accountid=175

Outside standard hours rates for labor not included in this agreement.

- Onsite visits outside standard hours: $275 per hour (only charged outside standard hours). A minimum of 4 hours applies.

Standard hours rates for labor for new installations not included in this agreement.

- Mid-Level Technicians: 150.00 $/hour * up to 6 feet height.

- Senior Technicians/Network Engineers: 185.00 $/hour * up to 6 feet height.

- In any case, no scaffold, scissors lift or other lifting equipment are included in this rates.

- Additional training fee: 150.00 $/hour* during standard business hours *. Minimum 4 hours.*

* There shall be a five percent (5%) increase in the monthly fee on each anniversary of the commencement date.

Appendix A – Included Equipment and Software

NETWORKS -SERVERS- Building Management devices (computers PC & Mac | iPad tablets | Printers)

HARDWARE

1. Servers & Storage:
    a. Storage DE2000H Hybrid Storage Array (1):
        2 disk controllers.
        3 disks (4TB): 8 TB usable.
        External SAS connectivity for minimum 2 hosts. Remote management
        2 SAS cables for connection to the host
    b. Server Lenovo SR530 (2).
        32 Cores – Xeon: Gold
        RAM Memory 64 Gb.
        2 Internal disks of 1 Tb: for OS and hypervisor. Internal Raid.
        Network cards: 2
        Remote management – console.
        SAS board for external storage connection.
2. Network & Cybersecurity:
    Fortigate 200F Firewall/Router (2).
    Ubiquiti USW-Pro- Aggregation (4).
    Ubiquiti USW-Pro- 48 POE (80).
    Ubiquiti USW-Pro- 24 POE (10).
    Ubiquiti USW-Enterprise-8-POE (14) –Elevator machine room.
    Ubiquiti USW-Lite 8 Poe (14) - located in car elevators.
    Ubiquiti USW-Lite 8 Poe (394) – located in units
    Ubiquiti Fiber LOCO (ONUs) GPON (394) – located in units
    Ubiquiti Fiber OLT UF-OLT-4 (5)
    Ubiquiti AP Wi-Fi (465)
    Ubiquiti APIW (218) – located in units
    Ubiquiti APIW HD (482) – located in units

3. Computers/Tablets/Printers/Mobiles:
    a. PC (15)
    b. iPad tablets & IOS mobiles(24)
    c. Printers (10)

SOFTWARE

- VMware management: Virtual servers (5)
- Local and cloud Back Up management.
- UNIFI Network Server.
- Active directory administration.
- OS management: Windows server & Linux.

- Antivirus / Malware / Antispam.
- Windows 10 | MacOS XX |iPad OS (licenses not included in this agreement)
- Office 365.

Appendix B – Network Licenses/Support Fees

NETWORK- License & Support fees

	Service provided	Quantity if apply (users/devices)	Unit Price	Annualy	Monthly
VmWare license/support annual	Hypervisor virtual servers			$ 233.28	$ 19.44
SQL DB & Windows Server annual	Database & windows server licenses			$ 2,408	$ 200.67
Fortinet update/support annual	Firewall update/support	2	$ 4,005.68	$ 8,011	$ 667.61
Domain annual	Domain service			$ 99.96	$ 8.33
Microsoft Business Standard 365 license/support	office365 & support	15	$ 21.25	$ 3,825	$ 318.75
Antivirus Trend Cloud annual	update/upgrade/support	15	$ 96.50	$ 1,447	$ 120.62
Cloud Storage Azure annual	Service & support	1	$ 117.00	1404	$ 117.00
Apple devices management annual	Apple devices management	24	$ 4.92	$ 1,416.96	$ 118.08
				$ 17,429	$ 1,452

Note:
Apple devices management annual: up to 24 licenses, the amount of $1,416.96 is waived, and from 24 licenses onward, $1,416.96 plus $59.04 per additional license will be charged.

Appendix C – Additional Services

MSP may provide any of the following Additional Services to Client at an additional cost, upon Client's written acceptance of an MSP quote for those Additional Services:

Supply new equipment & devices, new network installations required and pulling the correspondent permits with the city for the following:

- Structured Cabling:
    - Data cabling (Ethernet, fiber optics).
    - Voice and telephone cabling.
    - Network infrastructure design and installation
- Supply network equipment.
- For additional internet services see Appendix D.

Appendix D – Internet Service Speeds

a) Common Areas:
   a. Thunder Speed Service (TSS): 250 Mbps for all common areas. It is already included in this Agreement.

b) Units:
   a. Thunder Speed Service Units (TSSU): 200 Mbps for each Unit. It is already included in this Agreement.

c) Additional Unit's services and speed tiers that can be hired and will increase the Monthly fee:
   a. Gold Speed Service Units (GSSU): 500 Mbps for each Unit. Not included in this agreement. Additional monthly fee: $25.
   b. Platinum Speed Service Units (PSSU): 1000 Mbps for each Unit. Not included in this agreement. Additional monthly fee: $45.

NOTE: additional speed services availability subject to building network capacity.

d) Understanding Internet Speeds and their Limitations:

Many factors affect the internet service you purchased from MSP. Learn how these factors affect your internet speed.

Internet service levels and speeds,

Your service capability speed (internet speed) is the rate we deliver internet traffic to and from your location. Many factors affect the internet service purchased from MSP and influence the speed you may experience on any particular device connected to your network. Data and content you send or receive travels many paths before reaching their final destination and returning back to you:

- Through wiring in your location or over your Wi-Fi
- Between your connected computers and devices and your modem, gateway, or hub
- Through the Network Device located outside your building to the Building Network (if you are using a wired connection).
- From MSP's supplier Broadband Network to the internet, which has millions of private networks
- Through various Internet Service Provider (ISP) networks used by websites to send you content

Remember that the speed to your home location is shared among all the devices connected to your home network – including any devices connected via Wi-Fi – so the number of devices connected and the activity on those devices will impact the speeds you may experience.

Internet speed

Each internet service option has a different service capability speed range. The term speed describes the rate a particular broadband internet access service can transmit data. This capacity is measured by the number of kilobits (Kbps), megabits (Mbps), or gigabits (Gbps) that can be transmitted in one second. Some applications don't need higher speeds to work at their best. Examples of these applications include sending short emails without attachments or basic web browsing. Other activities perform better with higher-speed services. This includes transferring large data files or streaming high-definition video. Lower speeds may not work for some applications, especially those involving real-time or high bandwidth uses such as streaming video or video conferencing.

MSP speed tiers

Wired network

MSP Fiber
MSP's supplier Fiber is an ultra-fast broadband technology. It's delivered over a fiber optic connection to the premises and then delivered over the fiber optic network of the building up to the Units.

Speed Tier	Download Expected Speeds	Upload Expected Speeds
TTSU	200	200
GSSU	500	500
PSSA	1000	1000

Factors that impact internet speed

Outside premises network
Internet is delivered to your premises location through fiber wiring.

- MSP's supplier fiber delivers internet directly to your location using a 100% fiber network.

Home network
Many factors inside your building affect the rate you send or receive internet data, including:

- Age of wiring inside your building

- Distance between the gateway or hub and your device
- Age and type of gateway, hub, or router
- Number of devices connected to the gateway or hub
- Type of connection used: wired or Wi-Fi

Connection types

You can access your internet through a wired Ethernet connection or a Wi-Fi connection. Wired connections use Ethernet cables plugged into the Ethernet port on your wall or Wi-Fi gateway. These connections provide the best performance, consistently. We recommend using a Cat5e or better Ethernet cable.

To reach speeds above 1Gbps, you must use at least a Cat6 cable plus an Ethernet port rated for multi-Gbps speeds. Some older Ethernet cables, ports, routers, gateways may not be capable of supporting speeds above 1Gbps to a single device. This includes Ethernet wiring in some older buildings.

Speeds are shared among all the devices connected to your ethernet and Wi-Fi access points, so more devices connecting at the same time may result in slower speeds. Wireless (Wi-Fi) connections let you move throughout your building but aren't as fast as wired connections. Wi-Fi connection speeds depend on the Wi-Fi technology in your device and in your gateway or hub. You get the best Wi-Fi signal closest to your gateway or hub, with fewer devices running, using the latest Wi-Fi technology. Older devices and older gateways use older Wi-Fi technology, which run at slower speeds. Wi-Fi speeds are shared among all the devices connected to the gateway or hub by Wi-Fi, so more devices connected at the same time may result in slower speeds.

Type and number of devices

Internet devices come in all shapes and sizes. Each device has a maximum internet speed it can reach. But, that speed might not be as fast as your possible internet service level. For example, if your older laptop or tablet only supports 11Mbps and you have 1Gbps internet service, your laptop will never be able to reach the more than 11 Mbps. When a device connects to your network, it uses a portion of your allotted speed. Several devices sharing your internet connection can affect the speed each device experiences.

TV and internet speed

In some cases, your TV and internet may enter your location using the same terminal. Using both services at the same time consumes more available bandwidth and can affect internet download speeds. For example, in certain speed tiers, watching multiple HD TV shows at the same time as heavy data internet usage, such as downloading an entire HD movie file on your laptop, will lead to reduced internet speeds as compared with such speeds when no other uses are placed on the network.

Other networks and websites you visit

Even though you purchased a specific speed and the service is highly reliable, the websites you interact with may not provide their services at the same speeds. Things to consider as you surf websites:

- Websites may not have the same network speeds as you.
- Website server capacity can impact your Internet speeds.
- Website owners may use other ISPs to deliver content back to you. These network serving arrangements can also impact your Internet speeds. • Visiting sites during their peak hours may also result in slower speeds.

Additional impacts on internet speed performance and speed test results
As noted, many factors can affect service speeds and test results. These include:

- Your equipment
- Connection type
- Network issues
- Internet usage

In addition, protocol overheads, such as IP overhead in IP technology, reduce internet speed and speed test results. Overheads means the various control and signaling data (for example, transmission control protocol (TCP)) required to achieve the reliable transmission of internet access data.

Appendix E – Terms of Use

Client and MSP are committed to providing a quality IT System and IS in accordance with the Agreement, which complies with all laws and regulations governing the use of the Internet, e-mail transmission and text messaging, and which preserves for all Users' the ability to use the LAN, IS and the Internet without interference or harassment from other Users. These Terms of Use ("TOU") are designed to help achieve these goals. By using the LAN and the IS, each User agrees to comply with these TOU and to be a responsible User. MSP reserves the right to change or modify the TOU at any time. A User's use of the LAN and IS after any change constitutes User's acceptance of any changed Terms of Use. While multiple Users shall, at any given time, have the right to use the LAN, IS and IT System, which are and may be furnished pursuant to the Agreement to which Client is a party, at no point shall Client be liable for any violation of these TOU by a User that is not an employee or agent of Client, except to the extent that Client was the cause or a contributing cause of such violation.

I. Prohibited Activities

General Prohibitions: Users are prohibited from using the LAN and IS in any way that is unlawful, harmful to or interferes with use of the LAN and IS, or the network of any other provider, or interferes with the use or enjoyment of the LAN or IS by other authorized Users, infringes intellectual property rights, results in the publication of threatening or offensive material, constitutes Spam/E-mail/Usenet abuse, creates a security risk to the IT System, is a violation of privacy, or is a failure to adhere to the rules, guidelines, or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via the LAN or IS.

Requirements of Third-Party Managed Service Provider(s): MSP contracts with a third-party to deliver internet service and other services to the building for use of IS. That third-party imposes its own Acceptable Use Policy or Terms of Use and Business Services Agreement. Users must comply with those requirements, which may be reviewed at https://multitronikllc.com/legal/aup and https://multitronikllc.com/legal/bsa.

Unlawful Activities: The LAN and IS shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: The LAN and IS shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: The LAN or IS shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others.

Inappropriate Interaction with Minors: The LAN or IS shall not be used in a manner that violates any applicable laws pertaining to the protection of minors. Any such violation that is discovered will be reported to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org.

Child Pornography: The LAN and IS shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to the National Center for Missing and Exploited Children and steps will be taken to remove child pornography (or otherwise block access to the content determined to contain child pornography) from the IT System.

Spam/E-mail/Usenet Abuse: Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of these TOU. Spam/E-mail or Usenet abuse is prohibited. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" – to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the LAN or IS, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages
- for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by these TOU;
- using IP addresses that the User does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the LAN or IS or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;

- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate these TOU or the terms or policies of any Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Devices that Cause interference:

A User shall not connect any computer, laptop, notebook, iPad, cellular phone, smart TV, or other electronic device ("User Device") to the IT System or use any User Device on or through the LAN or IS, whether connected via Wi-Fi APs, Optical Line Terminals, or other hardwired connection, that causes any interference to the IT System, the LAN, IS or a User Device of any other authorized User.

II. **Security Violations**

Users are responsible for ensuring and maintaining security of your own computers, laptops, notebooks, iPads, cellular phones, smart TVs, and other equipment that connect to and use the LAN or IS, including use of available and appropriate antivirus, malware, and ransomware protection, a virtual private network, effective passwords, security patches, and system and device updates.

Lan and IS shall not be used to interfere with, gain unauthorized access to, or otherwise violate the security of any server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of such security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;

- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow User to stay logged on while User is not actively using the IS or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the LAN or IS;
- providing guidance, information or assistance with respect to causing damage or security breach to the LAN or IS, or to the network of any other ISP;
- failure to take reasonable security precautions to help prevent violation(s) of these TOU.

III. User Responsibilities, Data Retention, Limitation of MSP's Liability and Dispute Resolution

User Responsibilities:

User remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the LAN and IS. MSP has no responsibility for any material created on the LAN and IS using MSP's services under the Agreement, including content provided on third-party websites. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by MSP of the content(s) of such sites. Users are responsible for taking prompt corrective action(s) to remedy a violation of the TOU and to help prevent similar future violations.

Data Retention:

User understands and agrees that certain data regarding User's use of the LAN and IS, and that enables that use, may be collected and retained by the IT System. This will include device name, Mac Addresses, consumed bandwidth, IP assigned to device by the network, navigation history, and ports used. MSP does not sell any data to any third party.

Limitation of Liability:

User, by its use of the LAN and IS managed by MSP, acknowledges and agrees that MSP is providing its services in accordance with the terms of the Agreement, and that MSP does not and cannot guaranty that User's use will be continuous, uninterrupted, free from interference, or harm damage or loss caused by the negligence or intentional acts of third parties or the negligence of MSP. **User agrees that to the greatest extent permitted by law, the total liability of MSP for any harm, damage or loss of any kind or under any legal theory suffered by User, whether arising out of breach of contract, negligence, strict liability or violation of statute is limited to five hundred US dollars ($500.00 US). User also agrees that MSP is only liable for any actual damages suffered , if any, not for any punitive or exemplary damages.** WE ARE NOT LIABLE FOR ANY COMPUTER VIRUS, MALWARE OR RANSOMWARE YOU MIGHT RECEIVE FROM YOUR USE OF THE LAN AND IS OR FROM DOWNLOADING CONTENT FROM THE INTERENT. YOUR USE OF THE LAN AND IS AT YOUR OWN RISK. The foregoing disclaimers or limitations of liability do not apply in connection with any claim, liability, loss or damage caused by or related to MSP's gross negligence or willful, wanton or intentional misconduct.

Dispute Resolution:

These TOU shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflict of laws provisions. Any dispute arising out of or related to User's use of the LAN and IS and/or these TOU shall be resolved by litigation in the state or Federal courts in and for Miami, Florida. The Parties submit themselves to the jurisdiction of those courts, select Miami, Florida as the exclusive venue for any action to resolve any such dispute and irrevocably waive venue on any other court or locale. USER AND MSP WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OR ACTION ARISING OUT OF OR RELATED TO THE USER'S USE AND/OR THESE TOU AND CHOOSE INSTEAD TO HAVE A JUDGE RESOLVE SUCH DISPUTE OR ACTION. The prevailing party in any such action shall be entitled to recover from the non-prevailing party all of its attorney and expert witness fees and costs and all other costs of litigation.

IV. Enforcement of the TOU and Notice of Violation

A User's failure to abide by these TOU may result in MSP taking actions anywhere from a warning to a suspension or termination of that User's use of the LAN and IS. When feasible, MSP may provide such User with a notice of a violation of the TOU via e-mail or otherwise, and allowing the User to promptly correct the violation. MSP reserves the right, however, to act immediately and without notice to suspend or terminate an affected User's use in response to a court order or government notice that certain conduct must be stopped, or when MSP reasonably determines that the User's improper use may: (1) expose MSP to sanctions, prosecution, civil action or any other liability; (2) cause harm to or interfere with the integrity or normal the LAN and IS; (3) interfere with another User's use of the LAN and IS or the Internet; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to MSP, Client or other Users, including Unit Owner Users.

Any allegation of a violation of these TOU, other than claims of copyright infringement, should be directed to legal@multitronikllc.com. Where possible, include details that would assist MSP in investigating and resolving the allegation, such as, expanded headers, IP address(s), and a copy of the offending transmission.

V. Copyright Infringement & Digital Millennium Copyright Act

MSP respects the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA" found at 17 U.S.C. § 512, provides that owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may report alleged infringements to service providers. In accordance with the DMCA and other applicable laws, MSP's policy is to terminate a User's use of the LAN and IS, when appropriate, if a User is found to be a repeat infringer. MSP may terminate a User's use at any time with or without notice to the User or Client. MSP has no obligation to investigate possible copyright infringements with respect to materials transmitted by any User. However, MSP will process valid instances of claimed infringement under the DMCA, and continued receipt of infringement notifications for a User will be used as a factor in determining whether a User is a repeat infringer.

[Continued on following page]

DMCA Copyright Notifications:

Pursuant to 17 U.S.C. §§ 512(b)–(d), a copyright holder may send MSP a valid notification of claimed copyright infringement under the DMCA. For further information regarding such notifications, see https://www.att.com/legal/terms.dmca.html. MSP's designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Registered Copyright Agent for Multitronik, LLC
1200 Brickell Ave., Suite 1660
Miami, FL 33131
E-mail: dmca@multitronikllc.com.

Appendix F – MSP Owned Equipment

a) Fortinet Firewall/Router: FORTIGATE 200F [Serial numbers: FG200FT922932091 and FG200FT922932118]: 2 units.

b) Optical Line Terminals (OLTs) UBIQUITI, model Ufiber OLT [Serial numbers: __D0:21:F9:B8:39:99, D0:21:F9:B8:3D:E5, D0:21:F9:B8:43:91, D0:21:F9:B8:41:6B and d0:21:f9:b8:45:ee]: 6 units.

c) Fiber optic switches UBIQUITI, model USW Pro Aggregation [Serial numbers: 70:a7:41:ef:99:1c, 70:a7:41:ef:98:7d, 70:a7:41:ef:8e:e4, 70:a7:41:ef:96:f4]: 4 units

APPENDIX G: Depreciation Schedule

Month	MSRP per unit	Qty.	Description	SubTotal
	$ 7,015	2	FORTINET	$ 14,030
	963	4	UBIQUITI SWITCH FO	$ 3,852
	1272.4	5	UBIQUITI OLT	$ 6,362
	Total amount:			$ 24,244
1	$ 0.00	$ 24,244.00		
2	$ 0.00	$ 24,244.00		
3	$ 0.00	$ 24,244.00		
4	$ 0.00	$ 24,244.00		
5	$ 0.00	$ 24,244.00		
6	$ 0.00	$ 24,244.00		
7	$ 0.00	$ 24,244.00		
8	$ 0.00	$ 24,244.00		
9	$ 0.00	$ 24,244.00		
10	$ 0.00	$ 24,244.00		
11	$ 0.00	$ 24,244.00		
12	$ 0.00	$ 24,244.00		
13	($ 459.00)	$ 23,785.00		
14	($ 459.00)	$ 23,326.00		
15	($ 459.00)	$ 22,867.00		
16	($ 459.00)	$ 22,408.00		
17	($ 459.00)	$ 21,949.00		
18	($ 459.00)	$ 21,490.00		
19	($ 459.00)	$ 21,031.00		
20	($ 459.00)	$ 20,572.00		
21	($ 459.00)	$ 20,113.00		
22	($ 459.00)	$ 19,654.00		
23	($ 459.00)	$ 19,195.00		
24	($ 459.00)	$ 18,736.00		
25	($ 459.00)	$ 18,277.00		
26	($ 459.00)	$ 17,818.00		
27	($ 459.00)	$ 17,359.00		
28	($ 459.00)	$ 16,900.00		
29	($ 459.00)	$ 16,441.00		
30	($ 459.00)	$ 15,982.00		
31	($ 459.00)	$ 15,523.00		
32	($ 459.00)	$ 15,064.00		
33	($ 459.00)	$ 14,605.00		
34	($ 459.00)	$ 14,146.00		
35	($ 459.00)	$ 13,687.00		
36	($ 459.00)	$ 13,228.00		
37	($ 459.00)	$ 12,769.00		
38	($ 459.00)	$ 12,310.00		
39	($ 459.00)	$ 11,851.00		
40	($ 459.00)	$ 11,392.00		
41	($ 459.00)	$ 10,933.00		
42	($ 459.00)	$ 10,474.00		
43	($ 459.00)	$ 10,015.00		
44	($ 459.00)	$ 9,556.00		
45	($ 459.00)	$ 9,097.00		
46	($ 459.00)	$ 8,638.00		
47	($ 459.00)	$ 8,179.00		
48	($ 459.00)	$ 7,720.00		
49	($ 459.00)	$ 7,261.00		
50	($ 459.00)	$ 6,802.00		
51	($ 459.00)	$ 6,343.00		
52	($ 459.00)	$ 5,884.00		
53	($ 459.00)	$ 5,425.00		
54	($ 459.00)	$ 4,966.00		
55	($ 459.00)	$ 4,507.00		
56	($ 459.00)	$ 4,048.00		
57	($ 459.00)	$ 3,589.00		
58	($ 459.00)	$ 3,130.00		
59	($ 459.00)	$ 2,671.00		
60	($ 2,671.00)	$ 0.00		

Service Level Agreement ("SLA")

Support:

MSP will provide to Client a Ticketing System Administration for support.

Standard business hours: M-F, 9am est to 6pm est | Sa 9am est to 1pm est.

Support requests raised by the Client will be handled by three tiers of support:

- **Tier one (L1).** This is where all support incidents begin. The issue is clearly recorded and the MSP performs basic troubleshooting within the following timeframes:
  - Critical Events: Within 60 minutes of receipt of the reported incident.
  - Important Events: Within 60 minutes of receipt of the reported incident. If the incident is received after standard business hours, the response will be within 60 minutes of the start of the next business standard hours timeframe.
  - Regular Events: Within 60 minutes of receipt of the reported incident. If the incident is received after standard business hours, the response will be within 60 minutes of the start of the next business standard hours timeframe.

- **Tier two (L2).** If an issue cannot be resolved in tier one, it will be escalated to tier two within the following timeframes:
  - Critical Events: within 4 hours from receipt of reported incident. Then, at this point, the MSP will perform more complex support and shall attempt to resolve issue within 4 hours from receipt of report to Tier Two.
  - Important Events: within 4 hours from receipt of reported incident. Then, at this point, the MSP will perform more complex support and shall attempt to resolve issue within 4 hours from receipt of report to Tier Two, during standard business hours only.
  - Regular Events: within 8 hours from receipt of reported incident. Then, at this point, the MSP will perform more complex support and shall attempt to resolve issue within 8 hours from receipt of report to Tier Two, during standard business hours only.

- **Tier three (L3).** Issues that cannot be resolved at tier two, it will be escalated to tier three. At this level, support is provided by the MSP's most-experienced staff, who can draw on a range of expertise from third-parties when needed.

In any event, MSP shall make diligent and commercially reasonable efforts to resolve all claims, incident reports and outages within 48 hours from its receipt of the report.

- **Critical Events.**
  - Support L1: Ticket Portal:
https://multitronikllc.itclientportal.com/ClientPortal/Login.aspx?accountid=175
Telephone line will be given only for critical events.

  Critical events are defined as:
    - Total Internet and/or Network failure in all common areas and back office.
    - MDF failure, servers included.
    - At least 1 IDF failure.

- **Important Events.**
  - Support L1: Ticket Portal:
https://multitronikllc.itclientportal.com/ClientPortal/Login.aspx?accountid=175

  Important events are defined as:
    - Internet outage in a Unit.
    - Login failure in back office systems.

- **Regular Events.**
  - Support L1: Ticket Portal:
https://multitronikllc.itclientportal.com/ClientPortal/Login.aspx?accountid=175

Outside standard hours rates for labor not included in this agreement.

- Onsite visits outside standard hours: $275 per hour (only charged outside standard hours). A minimum of 4 hours applies.

Standard hours rates for labor for new installations not included in this agreement.

- Mid-Level Technicians: 150.00 $/hour * up to 6 feet height.

- Senior Technicians/Network Engineers: 185.00 $/hour * up to 6 feet height.

- In any case, no scaffold, scissors lift or other lifting equipment are included in this rates.

- Additional training fee: 150.00 $/hour* during standard business hours *. Minimum 4 hours.*

* There shall be a five percent (5%) increase in the monthly fee on each anniversary of the commencement date.