□**RE-SALE**

CHECK LIST OCCUPANCY APPLICATION (version 2.2)

(Incomplete applications cannot be accepted)

UNII	# OWNER(S)
DATE	OWNER(S)
П	CONFIDENTIAL RESIDENT INFORMATION
<u> </u>	PHOTO I.D. OF APPLICANT(S)
	PROTECTION OF ASSOCIATION PROPERTY
	RELEASE, INDEMNIFICATION & HOLD HARMLESS AGREEMENT o Additional named insured, certificate holder and loss payee:

SALES / LEASE & OCCUPANCY APPLICATION

I. APPLICANT INFORMATION SHEET

Date:	Unit #:
Property Address:	
Applicants Full Name:	
Social Security Number:	Date of Birth:
Date:County/State convicted in: _	
Explain:	
() Single () Ma	rried () Divorced
Cellular Phone:	Other Phone:
Maiden Name:	Email Address:
Spouse's Full Name:	
Social Security Number:	Date of Birth:
Applicant's Additional Names (if any):	
Social Security Number:	Date of Birth:
Cellular Phone:	Email Address:
County/State convicted in:) Yes () No Date:
Number of people who will occupy unit (over Names and ages of others who will occupy unit)	nit
(i) (ii)	_ Age: _ Age:
Have any of the other occupants been convic	
Explain:	

II. PRIOR RESIDENCE INFORMATION & CHARACTER REFRENCES

(PLEASE PRINT FULL ADDRESS, INCLUDING UNIT #,	CITY, STATE, & ZIP CODE)	
Present Address:	Phone #: Phone #:	
Previous Address:Apartment or Condo Name:Name of Landlord/ MortgageeResidency: FromTo	Phone #: Phone #	
CHARACTER REFRENCES (No Family Me	mbers)	
1. Name:Address:		

III. EMERGENCY CONTACT INFORMATION

Address: _____

In the event of an emergency that affects your residence and you are away from your home, please provide names of individuals who can be contacted for incidents such as water leaks, fire, or other emergencies. Please provide at least two (2) contact persons with telephone numbers.

Residence Phone #: ______Business Phone #: _____

It is suggested that at least two (2) of your contacts have a key to your residence. Please indicate who will have your keys.

Contact Name:	
Home Phone #:	Work Phone #:
	Key: (_) Yes (_) No
Contact Name:	
Home Phone #:	
	Key: (_) Yes (_) No
Contact Name:	
Home Phone #:	
	Key: (_) Yes (_) No

IV. DISCLAIMER

Please read and initial each item and sign the statement at the bottom of this page.

I / We understand that Iconbrickell Condominium No. Three hereafter referred to as (the "Association") may cause to be instituted such investigation of my / our character, credit history and / or criminal background as the Association deems necessary. I/we authorize the Association to make such investigation and that the Board of Directors, Hoosiers Lessee, LLC, its Agents, or Affiliates of the Association shall be held harmless from any and all action or claim by me / us in connection with the use of information contained herein or any investigation conducted by the Association.

I/we understand that a formal interview with the Board of Directors or its designated representative may be conducted before approval for a sale / lease is granted.

I/we hereby waive any privileges I/we may have with respect to the said information in reference to its release to aforesaid party. Information obtained for this report is to be released to the association, property manager, Board of Directors and the landlord/owner's official representative for their exclusive use only.

I/we agree to provide any additional information and / or documentation as requested by the Association.

I/we have received, read, and understand the Association's Rules & Regulations (which are amended from time to time) and agree to abide by them and that a complete set of the Rules & Regulations have been provided to me / us by the Seller, Landlord, or the Association.

I/we understand that the Board of Directors of Iconbrickell Condo Number Three may promulgate new rules or change existing ones as they deem necessary for the safe quiet enjoyement of all residents of Iconbrickell.

Signed this _____ day of _______, 20_____

APPLICANT	
Name Printed:	Name Printed:
Signature:	Signature:

V. AUTHORIZATION FORM & SIGNATURE PAGE

PLEASE INCLUDE COPY OF DRIVERS' LICENSE & SOCIAL SECURITY CARD TO CONFIRM IDENTITY

You are hereby authorized to release information to Iconbrickell Condominium No. Three any and all information they request with regards to verification of my/our credit history, residential history, character, criminal record history, and employment verification. This information is to be used solely for my / our Application for Occupancy to the above-indicated condominium.

I / we hereby waive any privileges with respect to the said information in reference to its release to Iconbrickell Condominium Number Three. Information obtained for this report is to be released to the Association and the unit owner for its exclusive use only.

I / We further state that the Application for Occupancy and Authorization Form were signed willingly by me / us and was not originated with fraudulent intent by me / us or any other person and that the signature(s) below are my / our own proper signature(s).

Date:

PLEASE INCLUDE COPY OF DRIVERS' LICENSE & SOCIAL SECURITY CARD TO CONFIRM IDENTITY.

(1) Applicant's Signature:

(2) Applicant's Signature:		Date:	
SIGNATURE			
If this application is not legible or is Condominium Number Three will not be he the investigation and related report (to the	eld liable or responsible	e for any inaccurate informatio	
By signing, the applicant recognizes that the information supplied by the applicant, and association and the unit owner/official reapplicant's character, general reputation, pand convictions, if any. This form is for Three Association.	d a full disclosure of pe epresentative. The in personal character, cred	ertinent facts may be made to evestigation may be made of dit information police arrest rec	the the cord
Signed this day of	, 20		
APPLICANT			
Name Printed: Signature: Title:	Signature:		

AUTHORIZATION FOR RELEASE OF INFORMATION AND CONSUMER AUTHORIZATION TO OBTAIN CONSUMER REPORT

"I hereby authorize Iconbrickell Condominium Number Three Association, to obtain a consumer report, and any other information it deems necessary, for the purpose of evaluating my application. I understand that such information may include, but is not limited to, credit history, civil and criminal information, records of arrest, rental history, employment/salary details, vehicle records, licensing records, and/or any other necessary information. I understand that subsequent consumer reports may be obtained and utilized under this authorization in connection with an update, renewal, extension or collection with respect or in connection with the rental or lease of a residence for which application was made.

I hereby expressly release Iconbrickell Condominium Number Three and any persons directly involved in this lease/sale application, including but not limited to the owner of the condominium unit, management, the Listing Agent, the Tenant's Agent, Viceroy, Hoosier Lessee, LLC. and any furnisher of information, from any liability what-so-ever in the use, procurement, or furnishing of such information.

I understand that my application information may be provided to but not limited to the owner/official representative of the condominium unit, the listing agent, the tenant's agent, and/or various local, state and/or federal government agencies, including without limitation, various law enforcement agencies."

PRINT FULL NAME (S)	SOCIAL SE	SOCIAL SECURITY NUMBER (S)						
DRIVER'S LICENSE NUMBER AND ST	TATE OF LICENSE	DATE OF BIRTH (S)						
CURRENT MAILING ADDRESS (Street	et Address, City, State,	Zip)						
PREVIOUS MAILING ADDRESS (Stre	eet Address, City, State,	Zip)						
X		X						
Signature		Date						
X		X						
Signature		Date						
X		X						
Signature		Date						

Note: If there will be more than one person living in the unit, all parties will have to sign this authorization form to release background/credit information to unit owner/official representative.

CONFIDENTIAL RESIDENT INFORMATION SHEET

Unit Number: Owner / To	enant's Name:	
Telephone #:	Email Address:	
Is Residence listed under a Corporation? If yes, please state name of Corporation:		
☐ Primary or ☐ Secondary Residence:		
For Association mailing and notices, please	e state preferred address/Post (Office mail is to be sent to:
Emergency Contact:Address:		
Unit Occupants:	Telephone #:	Email Address:
1		our residence at: Iconbrickell
1	2	
3	4	
Are you or anyone in your household in new would require additional assistance in the	•	or have restricted mobility, who
□ NO □ YES Person's Nan	ne:	
If yes, please check special needs box: □ other] oxygen □ wheelchair □ blind	□ deaf
Unit Owner:	Unit Owner:	

CERTIFICATE OF APPOINTMENT OF VOTING MEMBER/REPRESENTATIVE

		CONBRICKELL COND	DOMINIUM NO. THREE ASSOCIATION, INC								
	HIS IS TO CERTIFY that the undersigned, constituting all of the record Owners of Unit No have designated:										
		(Name of Voti	ng Member/Representative)								
meeting of the me of Incorporation, a	embership of the A and By-Laws of the	ssociation and for al	all approvals that such Owners may be enti Il other purposes provided by the Declarati Certificate:								
(i) If one individual owns the unit, No Voting Certificate is required.											
(ii)	If the unit is ow	ned by a husband a	nd wife, No Voting Certificate is required.								
(iii) If a corporation or other entity such as partnership owns the unit, a Voting Certificate should be filed designating the Agent or Officer entitled to vote for the corporation or in the case of a non-corporate one of the principals or partners authorized by that entity to vote on behalf of the unit. Voting Certificate must be filed out designating the person entitled to vote, signed by either the President, Vice President the corporation (or entity owner) and attested to by Secretary of the Corporation.											
(iv)	(iv) If the unit is owned by an individual and his brother, <u>Voting Certificate is required</u> designating either the individual or his brother as the Voting Member (NOT A THIRD PERSON). PRINT THE NAME OF THE ONE INDIVIDUAL WHO VOTES, AND NO ONE ELSE. BE SURE TO DESIGNATE ONE OF THE JOINT OWNERS OF THE UNIT AS THE <u>VOTING MEMBER</u> , NOT A THIRD PERSON.										
	made pursuant to equent Certificate.		Association and shall revoke all prior Certif	icates and be valid until							
	DATED the	day of									
PRINT NAME:		SIGNATURES	S OF INDIVIDUAL OWNERS SIGNATURE:								
PRINT NAME:		SIGNATURE:									
Name of Corpora	ation:		FOR CORPORATE OWNERS								
Зу:	y: Title:										
Attest:	ary (Signature)	Secretary	y (Print Name)								
Name of Entity:			VNERS (Partnership, Trust or other En								

NOTE: THIS FORM IS <u>NOT A PROXY</u>. ANY UNIT OWNED JOINTLY BY TWO OR MORE INDIVIDUALS (OTHER THAN HUSBAND AND WIFE) OR ANY UNIT OWNED BY A CORPORATION OR OTHER LEGAL ENTITY MUST FILE A VOTING CERTIFICATE BEFORE A MEMBERSHIP MEETING OR SUCH UNIT OWNER WILL NOT BE PERMITTED TO VOTE. BE SURE TO DESIGNATE A FULLY AUTHORIZED DIRECTOR, OFFICER, PARTNER, PRINCIPAL OR REPRESENTATIVE OF THE CORPORATION OR ENTITY-OWNER OF THE UNIT AS THE VOTING MEMBER. IF YOU HAVE ALREADY FILED A VOTING CERTIFICATE AND DO NOT WISH TO CHANGE YOUR DESIGNEE, NO NEW CERTIFICATE NEED BE FILED.

Title: __

PROTECTION OF ASSOCIATION PROPERTY AND SHARED FACILITIES/COMMON ELEMENTS

I/we understand and are aware that the building's hallways/corridors, shared facilities/common areas at Iconbrickell have been completed.

I/we understand that all Owners, Tenants, Guests, Contractors, employees and Vendors are responsible for protecting the walls, ceilings, doors, floors, elevators and other like shared facilities/common areas from damage or acts of vandalism. Please use extreme caution when transporting materials and/or equipment. It is important to note that he Association's Governing Documents establishes provisions for Unit Owners to be back-charged or fined for damage(s) to the property's common area(s) by Owners, Tenants, Guests, Contractors, employees and/or Vendors of the Unit Owner.

I/we agree that all work performed or delivered to improve and/or furnish my condominium Unit by any vendor or private arty hired by us is to be performed on my behalf, by such party as my agent. I assume full responsibility for damages caused by such agent/person (s), whether to any person or property and hereby agree to indemnify and hold harmless the Iconbrickell Condominium Number Three (the "Association") and Hoosiers Owners, LLc. d/b/a Viceroy, LLC. for any damages claimed by any party. Furthermore, any company accessing the property must provide a Certificate of Liability for \$1,000,000 (one million) and workers compensation referencing Iconbrickell Condominium Number Three Association and Hoosiers Owners, LLC. d/b/a Viceroy, LLC as additional Insured/Certificate Holder and Loss Payee.

No storing, cutting of materials, or use of any machinery is allowed on balconies, common areas, hallways, or stairwells. Smoking is not permitted upon any common area, hallway, or stairwell.

Balconies:

- Cans, Cigars or butts, papers, debris, gum, etc., SHALL N	NOT be thrown or dropped from any balcony.
---	--

- "	The v	vaterir	ng of	plants	on	balconie	es and	the	sweep	ing a	and/or	moppi	ing of	f balcon	ies	shall	not	be	done	in	such	a
ma	anner	as to	distu	rb pers	ons	residing	in oth	er uni	its, or	to da	amage	their pa	atio fu	urniture	or o	ther	perso	onal	items	S.		

- No grills (e	electric,	gas or	charcoal),	cooking	equipment,	or other	neat	producing	equipment	is allowed	to be	operated
on the unit b	balconies	S.										
Signed this _	(day of			, 2	0						

OWNER/TENANT:	
Unit Owner	Unit Owner

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS RELEASE, indemnification and Hold Harmless Agreement ("Release") is executed this day of, 20 by the undersigned Owner(s) or Lessee(s) of Unit # located in
Iconbrickell Condominium Number Three Association.
WHEREAS, Iconbrickell Condominium No. Three Association, Inc. (the "Association") will permit the undersigned to engage contractors and vendors (including all those working by, through, or under them, the "Personnel") to perform work within the undersigned's Unit subject to the terms and conditions set forth hereinafter. The contractor must submit a valid certificate of General Liability insurance with limits of at least \$1,000,000.00 naming Iconbrickell Condominium Number Three Association, inc. and Hoosiers Owner, LLC. d/b/a Viceroy, LLC. as an additional named insured, certificate holder and loss payee; a current certificate of Workers Compensation Insurance; a copy of contractors business or occupational license; and City of Miami Building Department permits (if applicable).
NOW THEREFORE, in consideration for permitting the Personnel to perform work within the undersigned's Unit and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agrees to the following:
The above recitals are true and correct and are incorporated herein by reference.
THE UNDERSIGNED acknowledges that the work performed by such Personnel within their Unit shall be at the undersigned's sole risk and the Association shall not have any obligations, responsibilities or liabilities for the work performed by such contractor or vendor and further acknowledge that the Association has made no representation regarding the Personnel's ability or qualification to perform work.
THE UNDERSIGNED acknowledges and agrees that the work performed by such contractor or vendor within their Unit shall be at the undersigned's sole risk and the Association shall not have any obligations, responsibilities or liability for the work performed by such contractor or vendor and further acknowledge that the Association has made no representations regarding the contractor or vendor.
THE UNDERSIGNED hereby (jointly and severally) release immediately and hold harmless the Association, Hoosiers Owner, LLC d/b/a Viceroy, its Directors, Officers, Agents and Employees, Lessees, Guests and Invitees and all Members of the Associations from and against all claims, damages, losses and expenses including attorney's fees, at both the trial and appellate level, arising out of or resulting from the Contractor and Vendor's entry to the undersigned's Unit and the work performed by, through or under them. This indemnification shall extend to all claims and damages, including consequential damages, losses and expenses attributable to bodily injury, death, and to damages, theft or injury to and destruction of real or personal property including loss of use resulting therefore arising out of or resulting from the work performed by the Contractor or Vendor and entry into the undersigned's unit.
We have read this Release und understand and agree to all of its terms. We execute it voluntarily and with full knowledge of its significance.
IN WITNESS WHEREOF, The undersigned have executed this Release the day and year set forth above.
OWNER /TENANT:
Unit Owner Unit Owner

Iconbrickell Condominium III PROCEDURES FOR RECEIVING OF PACKAGES

All packages received are stored and distributed directly by security. Packages received are immediately logged in, scanned and stored in a secure package room. Once the package is logged into our building's smart system, an automated email and phone call is generated to the recipient advising them of their package arrival.

Package guide lines are as follows:

- Any item delivered that requires two (2) or more persons to transport or weighs more than 50 lbs will not be accepted.
- Packages considered to be too large/heavy may be denied at the association's discretion.
- Packages will only be held for a maximum of 30 days. All unclaimed packages will be returned to sender on the 30th day.
- Packages may only be picked up by the receiver, whose name appears on the package. If the
 receiver wishes for another resident to pick-up the package, they must send a communication to
 the Association in advance.

It is prohibited to send furniture through the mail as we do not have space to accept these large packages. To receive such deliveries, the use of the service elevator must be reserved through the association office.

We are asking all residents that receive notice of a package arrival to please request their package directly from the security office (located at receiving dock level) during the following days and hours:

- Monday, Wednesday and Friday: 9:00 AM to 12:00 AM and 5:00 PM to 8:00 PM
- Tuesday and Thursday: 5:00 PM to 8:00 PM
- Saturday and Sunday: 10:00 AM to 2:00 PM

The Security Department will only release packages to the individual who the package is addressed to unless a written authorization from the consignee authorizing a second party to pick up the package is received. Please send written authorizations to security.user@viceroyhotelsandresorts.com.

Packages will only be distributed to the recipient name referenced on the packaging label or the authorized second party, so please have appropriate identification available for verification.

Should you have any questions regarding the building's new package procedures or would like more information as to where the security office is located, please call, email or come by the association office and we will be happy to assist you.

Unit Owner Unit	Owner

PARCEL RECEIPT AUTHORIZATION

This ofand		, 2	.0, by I	CONBRICKELL	Condomini	um No. Th	ree Assoc	ation, Inc	n thisday (the "Association") located in
		dominium N	o. Three, Miar	mi, Florida ("O	wners/Resid	dents").	0.00(0)		
proper with a Association and control of the Proper and control of the	erty, includathe Association, includather persorsigned ackersonnel was destructionally acknownisk. The Assim any respoted on behaviors and official acknownisk.	ing but not lation's, adminuding but not not not not not not not not not no	imited to key nistration, fro ot limited to s ively referred that neither the sponsible, in trial and appoperty, either the Personnel of directors and liability for lowners, Reside ers Owner, LL	rs, packages, do nt desk persor security, valet, to as the "Persone association, any way, from ellate level, are in whole or in are authorized dofficers, Hooses, theft, daments, and the united of the second secon	leliveries, panel, mainte and/or housonnel") for Hoosiers O and agains ising out of part, by any to accept, siers Owner age, or disandersigned by and the I	arcels, clot enance, or sekeeping pick-up, d wner, LLC. t all claims any claim y negligent receive and r, LLC. d/b/ ppearance Owners/Re Personnel,	hing and a any agent, personnel elivery, or d/b/a Vice, damages, as for loss, act or omid/or deliver a Viceroy, a to the Propesidents her from any residents and a second a second and a second a second and a second a second and a second and a second a second and a second a se	employee emgaged be for any re- roy, the Delosses and theft, dand ssion of the Property of and the Peter perty receive the peter esponsibility	on my behalf at my ersonnel, specifically
I hav	_				_		_		full knowledge of its
IN W	ITNESS WI	HEREOF, the	undersigned	have executed	this releas	e the day a	ind year se	t forth abo	ve.
Signe	d this	day of		, 20)				
<u>UNI</u>	T OWNE	ER / TENA	NT:						
Unit	Owner			_ Unit Own	er				

Iconbrickell Condominium III UNIT OWNER /TENANT INSURANCE COVERAGE

Unit Owners and Renters should obtain hazard and liability insurance coverage at their expense for personal property and contents, as well as coverage for individual liability and additional living expenses. The insurance purchased by the Association **DOES NOT** cover liability claims by an owner or Tenant/Renter due to accidents occurring within their Condominium unit, nor does it cover casualty, theft, loss, or flood damage to the contents of a unit. Personal improvements including, but not limited to upgrades, floor coverings, tile, carpeting, padding, wall coverings, wallpaper, paint, paneling, ceiling treatments and built-in closets are not covered by the Association's insurance policies. It is the responsibility of the individual homeowner and /or the Renter/Tenant to purchase and pay for insurance for all such risks. It is important for each homeowner or tenant to fully understand what his/her responsibility will be if a loss to the unit is incurred. Professional insurance advice should be sought.

Governor Crist recently signed House Bill 601 which changes Chapter 718 (the condominium statute)

This is a list of some of the changes that will directly affect you and the association's master policy on association policies that renew on or after January 1, 2009:

- Air conditioners and their equipment will now be the INSURANCE responsibility of the association. Please note this does <u>not</u> apply to the maintenance of the air conditioners, only air conditioners and their equipment that is damaged by a peril included in the association's hazard insurance.
- Your policy must carry "special assessment" coverage in an amount no less than \$2000.
- > Improvements and betterments made by you to your unit that benefit fewer than all residents must be insured by you.

Please contact your insurance agent if you have any questions about this. If you don't have an agent please contact one of your own choosing.

<u>INDIVIDUAL UNIT OWNER INSURANCE POLICIES</u> (The individual unit-owner's policy is the same as a Homeowner's policy):

The unit owner's insurance policy may also cover Association assessments for losses not covered by the Association's insurance policy. However, loss-assessment coverage applies only to perils or events also insured under the unit owner's policy. For example, if the Association makes an assessment to pay the deductible for a windstorm-related loss, an individual policy will only pay the assessment if windstorm coverage is included in the unit owner's policy. When buying an individual policy, condominium owners and a competent insurance agent should examine the Association's insurance policies and Association Governing documents to determine what the Association's policies covers. There are items within the condominium unit not covered under the Association's policies. Property such as floor and wall coverings, fixtures and the like, or additions in the unit, should be covered by the unit owner's policy. An insurance agent or attorney with condominium experience should assist you in determining what should be best covered by your individual Homeowner's insurance policy. Remember that no significant risk should be left uninsured and Unit Owners should be aware of what property they are responsible for covering.

The following items are NOT covered by the association's master policy, even if they are located inside a unit:

- Floor, wall and ceiling coverings (except in common areas)
- Electrical fixtures, Appliances, Water heaters & Water filters
- Built in cabinets and counter tops
- Window treatments, including curtains, drapes, blinds and hardware
- Replacements for any of the above listed property

Visit the website at: http://www.myfloridacfo.com/consumers or call the Florida Consumer Help Line at 1-800-342-2762 for further information.

Unit Owner	Unit Owner

VALET PROCEDURES

(Iconbrickell Condo Number Three is valet parking only)

Resident Parking Rules adopted for Iconbrickell Condominium Number Three Association:

Lease/Resale application must be approved by the association 72 hours before a resident's vehicle may be registered with valet to receive complimentary and monthly (paid) valet services.

Effective October 1st, 2013 - The Iconbrickell Master Association has adopted a monthly fee of \$175.00 for owners/renters wishing to park a second vehicle, \$225.00 to park a third vehicle, and \$275.00 for a fourth vehicle.

All units of Iconbrickell Condo Number Three receive one (1) complimentary valet space, unless you have purchased an additional assigned parking space. All vehicles are required to be parked through valet, and are based upon availability. Any second vehicle will be charged a monthly charge of one-hundred and seventy-five dollars (\$175.00) per vehicle, any third vehicle will be charged a monthly charge of two-hundred and twenty-five dollars (\$225.00), and any fourth vehicle will be charged a monthly charge of two-hundred and seventy-five dollars (\$275.00). If you wish to park a motorcycle, there will be a charge of \$75.00 per month (effective October 1st, 2013.)

If a resident has a rental car, the valet office will accept the agreement in the resident's name and provide temporary access for the term of the rental agreement to the assigned valet space for a fee of \$5.00.

All resident vehicles must be properly registered and identified with a barcode by SIS and flash valet technology to receive valet services please, contact the valet management office at <u>786-449-2668</u>. You must bring your vehicle registration(s), driver license, and the vehicle(s) that require registration. Valet office hours are Monday through Friday from 7:00 a.m. to 7:00 p.m. and Saturday & Sunday from 10:00 a.m. to 6:00 p.m. Residents may also pre-purchase validation stickers in advance for their guests/visitors from the Valet office/cashiers.

Visitor Hourly Rates for Towers 3 -

0-3 hours: \$10.003-10 hours: \$16.00

10 hours- overnight: \$30.00Lost ticket: \$16.00 per day

In an effort to improve valet services and minimize your curb-side wait time, please use the dedicated valet phone number to request your vehicle directly from valet. The phone number for the valet key room is 786-220-6900. We thank you for your cooperation as we continue to improve services throughout the community.

Valet and Groceries Deliveries

Please keep in mind that the primary purpose of the valet services is to receive and deliver vehicles in a timely manner. While Valet will make every attempt to deliver groceries and luggage to your unit, there may be delays during high traffic periods. It is recommended that any perishable items are taken directly to your unit until the rest of your groceries/luggage can be delivered. In the event that the valet staff is not available and you wish to utilize the valet cart by yourself, please provide your driver's license to the Front Desk in exchange for a pass that you must bring to Valet. Valet will hold the pass and release the cart to you. In order to retrieve your driver's license, the valet cart must be returned to Valet in exchange for the pass, which you will return to the Front Desk.

Iconbrickell Condomini	um Number	Three is	a valet	parking	(only)	building.	No s	<mark>self</mark>
parking is permitted.								
 								
Unit Owner	Uni	t Owner						

VEHICLE REGISTRATION FORM

Lease/Resale application must be approved by the association seventy-two 72 hours before a resident's vehicle may be registered with valet to receive complimentary and monthly (paid) valet services.

Resident(s) Name	·		Unit #:
Vehicle One:			
	Make:		Model:
	Year:		Color:
	Tag #		State:
Vehicle Two (addi	tional monthly fee o	of \$ 175.00 will apply for	r second additional vehicle(s)):
	Make:		Model:
	Year:		Color:
	Tag #		State:
Vobialo Throo (ada	litional monthly foo	of \$ 225 00 will apply f	or third additional vahiolo(s)).
venicie milee (auc	intional monthly ree	e 01 \$ 225.00 Will apply 1	or third additional vehicle(s)):
	Make:	<u>-</u>	Model:
	Year:		Color:
	Tag #		State:
NOTE ~ ICONBRIC	CKELL CONDOMINI	UM NUMBER THREE ASS	OCIATION IS VALET PARKING ONLY
Unit Owner		_ Unit Owner	

PET REGISTRATION FORM

Date:	Unit:
Owner's Name:	
Type of Pet (please check one):	□ Cat □ Other(Please specify)
PLEASE Attach photo of pet here Or bring your pet by The management office To be photographed.	Name of Pet: Breed/Color: Markings: Gender: Weight: Pet's Age: Tag Number:
restrictions regarding pets on the property a becomes a nuisance or annoyance, or interfer	rickell Condominium Number Three Association rules, regulations and nd agree to abide by them. It is further understood that if the pet is or res with the rights or enjoyment of others including, but not limited to, any e premises, I/we agree to provide alternate housing for the pet.
<u>UNIT OWNER / TENANT</u> :	
Unit Owner Unit	t Owner

PET RULES AND REGULATIONS

Dogs, cats, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Common Areas except in accordance with the following, in addition to the applicable terms of the Declaration.

- 1. No livestock, reptiles or poultry of any kind shall be raised, bred or kept on or in any portion of the Common Areas.
- 2. Upon the Master Association's request, move in of an animal or upon acquisition of an animal, (excluding fish or domestic birds) the animal must be registered with the Master Association. Residents shall complete the Master Association's Pet Registration form and provide a picture of the animal. A One Hundred Dollar and No Cents (\$100.00) non-refundable deposit per animal is required to be paid to the Master Association by certified check or money order. Upon registering the animal, the Master Association will issue a pet tag which must be worn by the animal while in the Common Areas.
- 3. Animals shall not be permitted in the Common Areas unless attended by an adult and on a leash not more than six (6) feet long. Said animals shall only be walked or taken upon those portions of the Common Areas designated by the Master Association from time to time for such purposes. In no event shall an animal ever be allowed to be walked or taken on or about any recreational facilities contained within The Properties.
- 4. Animals shall never be permitted to run free in the Common Areas or on the Property.
- 5. No animals shall be allowed to become a nuisance or create any unreasonable disturbance to occupants of other Lots. Nuisance behaviors are considered, but not limited to:
 - a. An animal whose unruly behavior causes personal injury or property damage;
 - b. An animal that makes noise continuously and /or incessantly to the disturbance of any person at any time of day or night;
 - c. An animal in the Common Areas who is not under the complete physical control of responsible adult;
 - d. An animal that relieves itself on walls or floors of the Common Areas;
 - e. An animal who exhibits aggressive or other dangerous or potentially dangerous behavior.
- 6. If an animal is deemed to be a nuisance by the Master Association Board of Directors or presents a threat to other pets or persons, the Board of Directors shall have the sole discretion and authority to require the animal owner to take immediate corrective action towards the animal's behavior, including but not limited to requiring the animal owner to provide proof to the Master Association Board that the animal has attended and completed a professional obedience training program.
- 7. If an animal owner is notified of a pet violation and fails to take corrective action, the Master Association, Board of Directors shall have the discretion to require the animal owner to remove the animal from the property.
- 8. Animal owners shall pick up all solid wastes from their animals to include all types of waste, solid or liquid, and dispose and clean the area appropriately. Failure to clean up after your animal will result in a clean-up fee in the amount of Seventy-Five Dollars and No Cents (\$75.00), which the Master Association Board of Directors shall have the right to change and increase from time to time.
- 9. Any resident maintaining an animal on The Property shall be fully responsible for, and shall bear the total expense of any damage to The Property resulting from the acts of the animal. An animal owner who keeps or maintains an animal on The Property shall indemnify and hold harmless all other Unit Owners, the Association and all Lot Owners together with their respective directors, officers, agents, employees, managers, contractors, or attorneys, from and against any loss, claim or liability of any kind or character whatsoever, whether to property or person, arising by reason of keeping or maintaining such animal.
- 10. Only properly registered animals are allowed on The Property. Except as detailed in the Declaration, guests are not permitted to bring animals on The Property.
- 11. An individual requiring a Service Animal must complete and file with the Association a Florida Commission on Human Relations Medical Certification Form, signed by a licensed and certified healthcare professional.

Unit Owner	Unit Owner

UNIT OWNER / TENANT:

animal must be immunized against identification tag and a current rabida veterinarian on an annual basis at	ill licensing requirements of Miami-Dade County and the State of Florida. (The diseases common to that type of animal.) Dogs are required to wear an owner es tag at all times. Unit Owners are required to have their animal examined by nd comply with all licensing requirements of Miami-Dade County and the State implete a document providing the following information about the animal:
□ The name, sex, breed, age, w□ The animal owner's name and□ A copy of the annual vaccinat	d current address;
	ne other provisions of the Master Association's governing documents, a violation diation to all of its rights and remedies, including, but not limited to, the right to animal to be permanently removed.
restrictions regarding pets on the proper becomes a nuisance or annoyance, or int	conbrickell Condominium Number Three Association rules, regulations and rty and agree to abide by them. It is further understood that if the pet is or erferes with the rights or enjoyment of others including, but not limited to, any or the premises, I/we agree to provide alternate housing for the pet.
Signed thisday of	, 20
<u>UNIT OWNER</u> :	
Unit Owner	Unit Owner

STANDARDS FOR SOUND CONTROL TRANSMISION AND IMPACT INSULATION (FLOOR COVERINGS)

Pursuant to the Governing Documents for Iconbrickell Condominium Number Three Association, inc. (the "Association"); ("Floor Coverings"), hard and/or heavy surface floor coverings, including without limitation, marble, tile, wood, and the like, cannot be installed in any part of a condominium unit, without the prior approval of consent of **the Association**.

The Association shall not approve the installation of any hard or heavy surface floor covering unless the aggregates sound insulation and acoustical treatment carries a minimum **Sound Transmission Classification (STC) of 55**, and a minimum **Impact Insulation Classification (IIC) of 55**. The unit owner shall install the foregoing insulating materials in a manner that provides proper mechanical isolation of the floor coverings from any rigid part of the building structure, whether of the concrete sub-floor (vertical transmission) or adjacent walls and fittings (horizontal transmission) under the required City permits and inspection process. Insulation materials are to be installed exactly to the manufactures specifications.

BALCONY Flooring Requirements: The color and exact materials to be used on balcony floor coverings must be approved by the Board. The exterior flooring to be approved shall be either **white** or **gray** in color. No other floor color will be approved for installation. The Owner and Contractor are also required to provide specifications for exterior waterproofing to be approved by the City of Miami and the Association. The floor covering including all waterproofing, adhesive and underlayment materials installed on any balcony shall not exceed a thickness of ¾". An **Architectural Modification Request** form must b submitted prior to commencement of any work.

Notwithstanding the foregoing, the floor covering (and insulation and any adhesive materials) installed on any balcony, terrace, patio, or lanai shall not exceed a thickness of ¾ inches and extend only to the midway point below the balcony railing. In any event, pursuant to the City of Miami, Building Department code requirements, the height measured from the top of the installed hard surface floor covering to the top of the balcony, terrace, patio, or lanai railing must not be less than 42 inches.

If any installation of hard and/or heavy surface floor covering shall be made in violation of these standards, the Association shall have the immediate right to prohibit any further installation or, if already installed, required that the floor coverings be removed at the unit owner's sole expense and replaced with floor coverings and sound insulation which meets the above described standards. Compliance with such standards is mandatory under the Declaration of Condominium, and shall be enforced for the benefit of all the Residents in the building. Compliance may be enforced by the Association in Circuit Court in the City of Miami, Florida by an action seeking injunctive relief for specific performance. The undersigned acknowledge such rights and submits to the jurisdiction of the City of Miami, Circuit Court for the enforcement of the standards described above. In the event that a judicial proceeding shall be necessary, the Association's costs to make the required corrections and the Association's reasonable attorneys' fees (including trial and appellate fees) and court costs shall be charged against the Unit Owner and such amount shall be secured by lien in favor of the Association against the condominium unit and shall be enforceable in accordance with the terms of the Declaration of Condominium.

A copy hereof shall be maintained in the Association's records and may be used in any enforcement proceeding of the Rules & Regulations of the Condominium's Governing Documents. No proposed transfer of title or lease of the condominium unit shall be approved unless the intended transferee or lessee of the condominium unit shall be approved unless the intended transferee or lessee shall have signed a copy of this Notice acknowledging the receipt hereof and such transferee's or lessee's agreement to abide by and bound by the terms hereof.

The undersigned hereby acknowledges reterms hereof.	ceipts of the forgoing notice and agrees to abide by and be bound by the
Unit Owner	Unit Owner

POOL/SPA RULES AND REGULATIONS

- 1. Access to the Spa (with exception of treatments in spa, poolside or in room), Pool and Fitness Center (with exception of personal training and some specialty classes) is complimentary for owners. Use may be restricted from time to time according to the season, and use may vary from time to time. The Fitness Center also includes the studio spaces and areas on the pool deck where group fitness classes may occur
- 2. Tours of the facility must be arranged in advance with the spa management
- 3. Fees may be assessed for admittance to special sponsored events at the Spa, Pool and Fitness Center
- 4. Owners may be allowed to bring outside guests to use the Spa, Pool and Fitness Center. Outside guests are subject to all rules and regulations established for the Spa, Pool and Fitness Center
- 5. Forms of Payment
 - a. Third party billing for services in the Spa, Pool and/or Fitness Center will require a credit card authorization form to be filled out and submitted to

the spa prior to services being rendered

- b. Guest of the Spa, Pool and Fitness Center may be required to show a
- State Issued ID to use a credit card and traveler's checks
- c. Spa, Pool and Fitness Center accepts cash, traveler's checks and all major credit cards
- d. Personal Checks are not accepted
- 6. Each person using the Spa, Fitness Center or Pool areas is responsible for their own property. The spa will not be responsible for any property used or stored on the premises of the Spa, Pool and/or Fitness Center
- 7. All furniture or other property of the Spa, Pool or Fitness Center may not be removed without proper authorization from the Spa management. Guests will be liable for any property damage and/or personal injury incurred at the Spa, Pool or Fitness Center
- 8. Use of the Spa, Pool and Fitness Center is at the user's sole discretion
- 9. The Spa is not responsible for any personal property brought into the spa, pool or fitness center
- 10.By agreeing to use the Spa, Pool or Fitness Center areas and all equipment, apparatus, services, appliances and facilities (owned or leased), you do so at your own risk and shall hold the Spa, Pool or Fitness areas and their employees harmless in respect to any loss, injury, claim, cost, damage or liability sustained or incurred while in the Spa, Pool or Fitness Center
- 11. No commercial advertisements may be posted in the Spa, Pool or Fitness Center
- 12. Solicitation is strictly prohibited in the Spa, Pool or Fitness Center
- 13. Petitions may not be posted or circulated on the premises of the Spa, Pool or Fitness Center
- 14. If a guest wishes to use the Spa, Pool or Fitness Center for a specialty event, permission must be obtained in advance from the spa management, fees may be assessed and a non refundable deposit may be required
- 15. Guests may not dismiss employees of the Spa, Pool or Fitness Center on any pretext, nor request personal services from staff members on or off duty
- 16. Guests shall not be verbally or physically abusive to any staff member of the Spa, Pool or Fitness Center
- 17. Food is allowed only in designated areas in the Spa, Pool and Fitness Center
- 18. Towels are given complimentary to guests of the Spa, Pool and Fitness Center and should remain on the premises. A \$25.00 non refundable fee will be assessed for non returned towels
- 19. Locker Rooms
 - a. No camera cell phones, pagers, Blackberries, cell phones, videorecorders, and cameras are allowed in the locker room areas
 - b. Children under the Age of 12 are not allowed in spa areas
 - c. Children under the age of 18 should be accompanied by an adult when using steam rooms, saunas and whirlpools
 - d. Spa lockers are for day use only. Items left overnight will be removed from the lockers and discarded or sold without notice
 - e. A non refundable 25.00 fee will be assessed for lost or non returned locker keys
 - f. Shaving is not allowed in whirlpools, steam rooms, saunas or plunge pools. All shaving must be done at sinks or in the shower
 - g. Men are not allowed in the women's locker areas
 - h. Women are not allowed in the men's locker areas

- i. All personal items must be stored away in the assigned locker
- j. Do not bring valuable items for use or storage in the locker areas
- 20. Staff of the Spa, Pool and Fitness Center has the authority to enforce these rules and regulations

Fitness Regulations

- 1. Hours of Operation (Subject to change without prior notification)
 - a. Hours Monday Sunday 6am to 8pm
- 2. Upon arrival to the Fitness Center, guests will be required to sign in at the designated reception desk
- 3. No one under the age of 16 may use the fitness center
- 4. Children between the ages of 16 and 18 must be accompanied by an adult
- 5. Athletic shoes are required. No open-toed shoes, flip-flops, sandals or bare feet in the Fitness Center
- 6. Appropriate work out clothing is required in the Fitness Center: bathing suits are not allowed
- 7. Please rack your weights when finished
- 8. As a courtesy to other guests, please limit your use of cardio equipment to 35 minutes
- 9. Personal training
 - a. Will be provided for a fee established by the Spa Management
 - b. Personal Trainers will be provided
 - c. Guests may use trainers outside of the Viceroy/Icon network who meet the following criteria:
 - i. A 30.00 fee will be assessed for each visit/training session
 - ii. Prior to use of facilities by outside trainers they must provide (but not limited to) the Spa:
 - 1. Current CPR certification
 - 2. Current insurance with the Spa at Iconbrickell listed on insurance rider
 - 3. Proof of Personal training Certification
 - 4. Proof of no outstanding, pending or past claims our suits
 - d. Access will not be granted until all of the criteria above has been established
 - e. We reserve the right to refuse access to outside trainers at any time
 - f. There will be a 100% charge applied for training sessions not cancelled within the 24 hour required time
 - g. A credit card will be required to reserve a training session

10. Classes

- a. Will have limited availability and may require guests to sign up for places no more than 1 hour prior to the start of the class.
- b. In Spinning classes, shirts and shoes must be worn at all times (Spinning shoes are not permitted in the spa public areas)
- c. In Yoga classes shirts must be worn at all times
- d. Pilates, Gyro tonics and Kinesis lessons will have to be scheduled in advance. To use equipment an instructor must be present
- e. In signing up for classes, guests can only sign up for themselves
- f. Fees may be charged to attend specialty classes, seminars etc, and they will have limited availability
- 11. For the convenience of our guests, cell phone use is not permitted in the Fitness Center
- 12. Studios are for class instruction only. Personal use of studios is prohibited. Proper foot wear will be required in studios
- 13. Alcoholic beverages and smoking are not allowed in the Fitness Center. We reserve the right to refuse service to anyone under the influence of drugs and/or alcohol
- 14. Glass containers are not allowed in the Fitness Center
- 15. Pets of any kind are not allowed in the Fitness Center
- 16. Fitness Center staff has the authority to enforce these rules and regulations

Spa Regulations

- 1. Hours of Operation (subject to change without prior notification)
 - a. Spa Hours: Monday -Sunday 6am to 8pm
 - b. Service hours: Monday Sunday 10am to 7pm
- 2. As a courtesy to therapists and to receive the full benefit of treatments, please shower before receiving treatments
- 3. As a courtesy to our guests, treatments will begin and finish on time. Late guest's services will end at the appointed time and the full charge for the treatment will still apply.

- 4. Massage, Facial and Body Treatments are not provided to anyone under the age of 18 without an adult guardian present in the room
- 5. Massage, Facial and Body Treatments are given to children between the ages of
- 12 and 17 with an adult quardian present in the room
- 6. Children under the age of 12 will not receive Massages, Facials or Body Treatments in the spa or In Room or In-Resident
- 7. All fees for spa services, personal training, juice bar etc., will be due at the time that services are rendered
- 8. There will be a 100% charge applied for all services not cancelled within the 24 hour required time
- 9. To maintain the integrity of the spa environment, cell phone use in the spa and its public areas is prohibited
- 10. Please do not bring valuables into the spa areas
- 11. Alcoholic beverages and smoking are not allowed in the spa. We reserve the right to refuse services to anyone under the influence of drugs and/or alcohol
- 12. Glass containers are not allowed in the spa
- 13. Before the rendering of services, guests may be required to fill out a medical questionnaire form
- 14. An 18% service charge will be added to all spa treatments
- 15. An extra charge will be assessed for all In-Room or In-Resident treatments
- 16. Spa Staff has the full authority to enforce these rules and regulations

<u>UNIT OWNER</u> :		
Unit Owner	Unit Owner	
485 Brickell Av	venue Miami, Florida 33131 Office 305 50	03 4412

Iconbrickell Condominium III POOL PROCEDURES

In order for all to enjoy the beautiful amenities at our community in a safe and organized manner, we kindly ask for your cooperation with the following procedures:

Pool Regulations:

- Hours of Operation: Sunrise to Sunset (approximately 7am to 7pm), subject to change without notification.
- The pool is for the exclusive use of residents and hotel guests. A maximum of four guests will be permitted per unit or hotel room with required "guest" card.
- No bottles, glass, coolers or outside food is permitted at the pool deck. Food and alcoholic beverages are available for purchase through Café Icon at 305-503-4400.
- Food and drinks must be consumed in designated areas provided throughout the pool deck and be kept **12 feet away** from the Pool and Jacuzzi areas.
- No smoking is allowed on the pool deck and pool furniture. A designated smoking area is located at the observation deck only. Cigarette disposable towers are available for you at the observation deck.

I.D./Wristbands:

- All residents, hotel patrons and guests, are **required** to have their "resident card", "room key" and /or "guest" card to use the pool amenities. You must hand over your resident/guest card or room key to the pool attendant in order to obtain complimentary towels. You must return the towels in order to retrieve your card.
- If a guest is unattended by the Unit Owner and is using a "guest card", they must be registered in the property management system. Registration information must be emailed to jvaquer@apmanagement.net by the Unit Owner or Registered Representative at least 72 hours before guest arrival. If the guest is not registered in the system, they will not be allowed access to the amenities.
- All residents, hotel patrons and guests will be provided and **required to wear a wristband** at the pool deck which must be visible on the wrist or ankle. No exceptions.
- Wristband enforcement hours are from 9:00am to Sunset.
- Children under the age of 12 are not required to wear a wristband.

Lounge Chairs:

• Lounge Chairs will be set up on a first come, first served basis; they cannot be reserved or left unoccupied. Personal belongings will be removed and lounge chairs will be reassigned if left unoccupied for more than (30) minutes. We are not liable for any belongings left unattended.

Towels:

- A "Resident", "Guest" card or Hotel key is required in order to obtain towels.
- Towels for the pool are provided on a complimentary basis. If not returned, a \$25.00 non-refundable fee will be assessed.
- Maximum of two towels per "resident "and/or "guest".
- Towels left unattended will be collected. Towels may not be used to reserve lounge chairs.

Security/Staff:

Security and pool staff have the full authority to enforce the rules and regulations adopted by the Association. Verbal or physical abuse towards the staff will result in your access to the pool deck being denied for a period of time established by the Master Association.

Unit Owner	Unit Owner
------------	------------

Iconbrickell Condominium III MOVE IN / MOVE OUT AND DELIVERIES POLICY

The receiving dock area will not be able to accommodate an 18 wheeler truck.

- All furniture move-ins, move-outs, and deliveries, must be schedule in advance with the Management Office. Days and Hours permitted are: Monday Friday from 8:30 a.m. 4:30 p.m. No WEEKEND moves.
- Notice of Move-in and Move-out must be given at least (7) days prior in order to properly schedule a reservation for the designated service elevator. Other deliveries must be scheduled not less than 48 hours in advance.
- Access to the building by moving companies, service or trades persons is obtained by first scheduling their arrival with Management and providing proof of insurance naming the following entities as "Additional Insured, Certificate Holder and Loss Payee":
 - a) Iconbrickell Condo Number Three Association, 485 Brickell Avenue, Miami, Fl 33131
 - b) Hoosier Owner, LLC d/b/a Viceroy, 485 Brickell Avenue, Miami, FI 33131
 - c) Iconbrickell Master Association, 465 Brickell Avenue, Suite 202, Miami, FI 33131
- Moving vehicles are permitted to park in designated areas **ONLY** and **MUST NOT** park on or block driveway entrances or obstruct any other parking areas.
- All work including cutting, painting, carpeting, etc. must be performed inside the residence or off the premises. Common area foyers, hallways, stairwells, and balconies are not available as a work area.
- No disposal of any construction or building materials is permitted in common hallways, stairwells, or down the trash chute. Moving or Delivery Companies are responsible for the disposal of boxes and packing materials. Call the Management Office for assistance and instructions with the disposal of boxes and packing materials.
- Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries.

INFORMATION FOR UNIT OWNERS:

MOVE-IN /OUT ELEVATOR SECURITY DEPOSIT MOVE IN/MOVE OUT ELEVATOR FEE

\$ 1000.00 (refundable at completion) \$ 250.00 (non-refundable)

INFORMATION FOR LESSEES/TENANTS:

ELEVATOR DEPOSIT MOVE IN/MOVE OUT FEE OWNERS DEPOSIT Same as Common Area Security Deposit \$ 250.00 (non-refundable) Equivalent to one month's rental (refundable)

agree to abide by		ARKICKETT CONDO MOMRI	ER THREE IN / MOVE O	ut and Delivery Policy and
Signed this	day of	, 20		
UNIT OWNER	<u>₹:</u>			
Unit Owner		Unit Owner		