TOWER 155

Rules and Regulations

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Definitions

The terms used herein for these Rules and Regulations, whether capitalized or not, are as defined in the Declaration, and as set forth below:

- Lessee: any person(s) or entity(ies) in possession of a Unit under any agreement with the Unit Owner to pay any form of consideration for the right of possession.
- Occupant: any person(s) occupying the Unit other than the Owner.
- Resident: any person who is occupying the Unit and includes, as applicable, Owners, Lessees, and members of their respective families who reside in the Unit.
- Service Provider: any person or entity providing services to an Owner, Lessee or other Resident, including but not limited to decorators, estimators, inspectors, personal/medical aids, dog walkers, personal property managers and housekeepers.
- Unit: 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.
- Unit Owner or Owner of a Unit or Owner: a record owner of legal title to a Condominium Parcel.

Access (Units and Common Elements)

Owners shall provide Management with a key to their respective Unit(s) to enable Management access to the Unit. The Management Office shall maintain a key to each Unit in a secured cabinet. No Owner or Resident shall change existing locks or install additional locks unless the additional lock is approved by the Board of Directors; duplicate keys must be provided to the Management Office. If such a key is not provided to Management and an emergency develops, forced entry into the Unit may be necessary and in such an instance, the Owner of the Unit shall be fully responsible and liable for any resulting property damage, injury, or loss of life and will indemnify the Association and Board and hold them harmless from all such damages or injuries.

Keys kept by the Management Office are for emergency use only. Keys will not be given out to anyone; the door will be unlocked by an available Management approved staff member. Keys cannot be left or kept at the front desk. If an Owner or Resident has a regular Service Provider that needs access to their Unit while they are not in the Unit, a key must be provided directly to that Service Provider in advance by the Owner, Lessee, or Resident. The Owner, or where applicable Resident, shall indemnify and hold the Association and Board harmless from any theft, damage, or injury associated with the applicable Service Provider's access, use or occupancy of the Owner's Unit. Service Provider(s) who do not have prior authorization to access, use or occupy the Owner's or Resident's Unit shall not be provided access to the Unit, except in the case of an emergency if approval is obtained from the Owner or Resident to Management. If the Owner or Resident is not available and cannot be reasonably reached, then Management, in its sole discretion, may allow the Service Provider to enter the Unit. In such an instance, Owner and/or Resident shall indemnify the Association and Board and hold the Association and Board harmless from any theft, damage, or injury associated with the applicable Service Provider(s) access, use or occupancy of the Unit.

Prior written or electronic notification must be given to Management if anyone is to be permitted to enter a Unit when the Resident or Owner is not in the Unit.

Under certain circumstances (as determined by the Board from time to time) doors to Units may be unlocked by Management staff for authorized visitors if such authorization is given in writing in advance.

Key FOBS will be issued to Residents only. No more than two (2) FOBS will be issued per approved Resident over the age of 12 years old. One temporary FOB will be issued per Guest staying overnight in the Unit for the duration of their visit. No Resident or Guest shall allow their FOB to be used by or in the possession of anyone other than the person the FOB has been issued to.

Garage gate transponders will be issued to Residents and the Commercial Unit only. The number of Resident transponders cannot exceed the number of Resident assigned parking spaces to that Unit and must be applied to the vehicle by Management. Proof of ownership and Auto Insurance with a minimum amount of $100k / $300k for bodily injury / property damage, respectively must be provided.

Air Conditioning/Mold Mitigation

The Owner or Resident should always maintain the Unit's air-conditioning system at a maximum temperature of 78F whether occupying the Unit or not to minimize humidity in the Unit.

Attire

Proper attire is required in all Common Elements. Proper attire means shoes, trousers, shorts, skirt, and a shirt or similar clothing (except at the pool, jacuzzi, and spa). Wrapped towels and bathing suits without a cover up are not considered appropriate attire inside the building.

Balconies/Windows/Terraces/Doors

Nothing shall be dropped, thrown, swept, or otherwise expelled from any window, door, balcony, or terrace. Nothing shall be affixed, painted, attached to, hung, displayed, or placed on the exterior walls, doors, thresholds, balconies, terraces, support columns, or windows of the Condominium Property, unless expressly permitted by the Declaration or applicable law. All terraces and balconies must be maintained in a clean, neat, and orderly condition to enhance the overall appearance of the condominium. Only patio-type furniture may be placed on a terrace or balcony.

No Resident or Occupant may have flammable, combustible or explosive fluids, chemicals or substances anywhere on the Condominium Property.

Interior window coverings shall be of a light neutral color, i.e.: white, buff, etc. to provide a uniform appearance to the building. Anything deviating from this standard is subject to disapproval

by the Board, in which case, they shall be removed and replaced with acceptable items at Owners' cost and expense.

No person shall enter onto any roof, other than the 9th floor rooftop, of the Condominium Property without the express authorization of the Management and must be accompanied by the Building Engineer or a member of his/her staff.

Carts

All Association valet and luggage carts are intended for use by Residents only and must be promptly returned to the designated area by the user. Carts are not intended to be used for heavy or construction items. If a cart is broken by a user, it must be repaired or replaced by the Owner responsible or charged to the Owner's account.

Common Elements – Private Functions

The First Floor Club Room or Rooftop Deck may be reserved by a Resident for a private function. No area of the Pool or Pool Deck may be reserved. The use of the Club Room for small gatherings of up to 8 people is based first, upon reservations, which may be made up to two weeks in advance and may require a deposit in the discretion of the Board, and if there are no reservations, then on a first come first served basis and cannot restrict use by other Residents or guests. Under this premise, any Resident may reserve up to two tables to play cards or other similar activity up to one month in advance, with the requirement to have one resident per table at the activity. That day, additional tables may be utilized if no other prior reservations have been made. Any request above 2 tables will require reservation of the room in its entirety for a private event. Recurring/running reservations are not permitted. When casually using the Common Elements, noise levels and talking must be kept at a reasonable level so as not to disturb others in the same or surrounding area. Association functions or events take precedent over private use. Reservations can be made up to one month in advance for tables in the Club Room and six weeks in advance for the entire Club Room or Rooftop Deck. A Unit may have one active reservation at a time with certain exceptions permitted for special circumstances. No animal other than as designated herein in these Rules is permitted in any of the Common Elements. No reservations or private use to the Club Room or Rooftop Deck for private functions will be permitted on Christmas Eve, New Year's Eve and any Federal Holiday.

Compliance

All family members, guests, lessees, service providers, contractors and visitors must comply with all provisions of the Declaration and these Rules and Regulations. Violations are the responsibility of the Owner.

Contractors (including Subcontractors)

No contractor hired by an Owner is permitted on the Condominium Property prior to 9:00 A.M. or after 4:30 P.M. (except for emergencies). Construction work by Owners or the Owner's contractors may not be performed on Saturdays, Sundays, and any holidays (or time frames) as designated by the Board.

All contractors hired by Owners must be licensed pursuant to local, city, county, state, and federal requirements and carry state required Workers Compensation Insurance and General Liability Insurance with a minimum amount of One Million Dollars ($1,000,000.00). Certain contractors may be required to produce a COI and/or, if requested, add the Association as an additional insured, depending on the service provided, as determined by Management. The minimum amount of insurance required may change at the sole discretion of the Board. The COI must be sent by the issuing agency directly to Management via email and name the Association and Management Company as additional insured. Copies of the COI from a contractor or vendor will not be accepted.

The City of Boca Raton requires permits for most construction, electrical and plumbing work performed inside a Unit. It is the Owner's responsibility to contact the City of Boca Raton to verify if permits are required for any work to be performed in their Unit. If a permit is required, then it is the Owner's responsibility to ensure that a proper permit is obtained, and a copy of such permit is provided to the Management Office prior to the commencement of any of the work to be performed. Detailed construction requirements and applications shall be obtained from Management.

Deliveries

All non-construction or furnishing deliveries shall be delivered to a place designated by Management, which may include delivering the goods or packages directly to the addressee's Unit. The Association and the Board of Directors assume no responsibility for the loss or damage of items associated with deliveries and may condition acceptance of deliveries for Residents upon the execution of an indemnification and hold harmless agreement in a form acceptable to the Board. When the Resident is notified of a delivery, they shall be responsible for promptly picking up the item or requesting delivery within ten (24) hours. Residents may be subject to storage fees if the Resident fails to retrieve the goods or package within the designated time. Any item left longer than five (5) business days shall be returned to the sender or otherwise disposed of at the sole discretion of Management. Owner, Lessee or other Resident whose package is returned to sender or otherwise disposed of will hold Management, Association and Board harmless for such action and Owner, Lessee, or other Resident will be responsible for all costs associated with resending the package back to sender, storage fees, or costs of disposal.

Deliveries of furniture, construction material and/or personal belongings into or out of the building may only occur between 9:00 A.M. and 4:30 P.M. Food delivery services, such as Uber Eats, are permitted between 8:00AM and 8:00PM. For security purposes, food deliveries outside of these hours must be left at the front desk for the owner, resident or lessee to pick up. Monday through Friday (except holidays) and must be scheduled in advance through the Management Office.

Elevators

State law prohibits smoking in elevators. Smoking includes vaping or carrying any related or lit device inside the elevator. Animals being transported in the elevator must always be kept leashed and/or held under control. Leashes should be kept at no more than 1 foot and held close to the body to avoid issues or injury to fellow passengers or to the animal.

Enforcement

Violations of these rules shall be reported immediately to the Front Desk staff who, in turn, will report the same to Management. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of these Rules and Regulations, shall be presented to and determined by the Board.

Hurricane Precautions

The Association publishes a Hurricane Handbook yearly and distributes it in May with details on hurricane preparations. Owners, residents and lessees must comply with the Hurricane Handbook requirements. See Exhibit 10 for an example.

Individual Electric Vehicle Charging Stations (EVCS)

The Association has two metered EVCS's available for use by all residents and guests. Residents have priority over the use of the EVCS. The building is currently at capacity for the electrical grid. Accordingly, there is a moratorium on new EVCS installations.

Certain units have privately owned EVCS's. These owners are assessed an annual fee for the use of their EVCS'.

EVCS Owners shall purchase a properly rated fire extinguisher that will be mounted by the Association in the appropriate place near the EVCS.

EVCS Owner or their successors shall pay to remove EVCS if they are to be removed or relocated. All building surfaces must be restored to their original condition at Owner's expense.

The EVCS Owner assumes full responsibility and liability regarding the operation, use, installation, or removal of any Individual EVCS and shall indemnify and hold the Association and Board harmless from all costs and any damage or injury associated with the operation, installation, or use or removal of the EVCS.

Prior to any installation of the EVCS must be by an Association-approved licensed electrician, with plans showing which electrical panel the electricity will be drawn from, what type of power will be used (110v, 220v, DC, etc.), routing of conduit, cabling/wiring from the panel to the location where the EVCS is to be installed, the type and brand of charger for the EVCS and its location.

Permits are required by the City of Boca Raton and are the sole responsibility of the Owner to obtain prior to any installation. Owner shall provide Management with a copy of any required Permit with their submission to the Association for approval for the requested installation of a EVCS.

Leases

An Owner shall not lease their Unit without the prior written consent of the Board and any such lease shall include the Association's right to terminate any lease for infractions of the rules and regulations or the Association's Governing Documents. The Owner must carry insurance covering tenant occupied losses (Property and Liability Insurance) with a minimum One Million Dollar ($1,000,000.00) per occurrence limit. Said insurance shall name the Association, Board and Management Company as Additionally Insured.

Obstructions

Sidewalks, entrances, driveways, passages, terraces, balconies, elevators, vestibules, stairways, corridors and halls, and all Common Elements and Limited Common Elements shall be kept open, free from debris and unobstructed. Residents must not place shoes, personal belongings, rugs or mats in passageways, stairways, corridors, or halls. No signs, symbols, stickers, paint, lettering, notices or advertisement shall be inscribed or exposed on or at any window, door, or any part of the Condominium, unless approved in writing by Management, except by the Commercial Unit.

Occupancy

Each of the Units shall be occupied only by the record Owner(s) of the Unit(s), their guests, and approved Lessees, as a residence and for no other purposes. The number of person(s) that can occupy a Unit is limited to the current county, state, and local municipality maximum.

Parking and Valet

Only Residents are allowed to park in the garage beyond the security gates and only in their respective Unit's assigned parking spaces or designated disabled parking spaces subject to posted time restrictions. Subject to guest space availability, visitors may valet park their vehicle.

The number of vehicles a Resident may park in the garage may not exceed the number of parking spaces assigned to their Unit(s) plus the number of parking spaces leased from other Owners. No more than one vehicle can be parked in an assigned parking space.

Valet parking is not intended for the use of the Owners or Residents. Owners and Residents are required to park in their assigned spaces.

Owners and Lessees are required to park in their assigned parking space(s) unless they have received prior written consent from management or entered into an agreement with another Owner to use their assigned parking space. Agreement or authorization to use another Resident's parking space must be provided to the management office.

Unauthorized parking includes impeding ingress and egress from other parking spaces as well as parking in space assigned to someone other than the vehicle owner and/or operator. Unauthorized parking shall be grounds for removal or booting of the vehicle by the Association's authorized Towing Company at the expense of the vehicle owner and/or operator. Owner(s) and Residents

will be subject to a fine per the schedule of fines for each repeated incident. Guests may park in their Owner's designated parking spaces but must be registered at the front desk in advance. The Owner is responsible for providing a guest access with the transponder.

All vehicles located on Condominium Property must be operable and in good repair. Owners or Lessees shall be responsible for the repair of pavement, concrete or pavers damaged or soiled because of the leakage of fluids from vehicles they or their guests may, from time to time, park on the Condominium Property.

Except in the event of an emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property and such emergency repairs is limited to battery or tire repairs. No vehicles shall be washed, polished, and/or waxed on the Condominium Property except in such specific areas as may from time to time be designated by Management for such activity.

Only passenger vehicles may park in the garage and must be in their assigned space.

Valet services will be available during hours designated by the Board and subject to change from time to time. If there are no available valet parking spaces, drivers must park offsite in public parking at their own expense.

Except for Board approved storage bins, there shall be no storage of any items in or in front of or around any parking space(s) in the garage or any other portion(s) of the garage or common areas other than a Board approved bicycle rack and EVCS.

Handicap Parking Spaces:

The handicap parking spaces on property are for the use and benefit of all disabled Residents and guests of the Association with handicap placards or license plates. These handicap spaces should be available for all Owners and Lessees with disabilities who require closer access to the building, and do not choose valet services, and for limited periods of time. There is only one handicap parking space on the first level of the building which is shared with the Commercial Unit. This handicap space must be made available for those visiting the Commercial Unit, as well as Owners and Lessees of the Association. Accordingly, the first-floor handicap parking space will be limited to two (2) hour parking. A vehicle must vacate the handicap parking space after two (2) hours. Failure to comply may result in fines, towing or other remedies permitted by law.

Handicap parking spaces by the elevators will have a 4-hour limit and all other handicap parking spaces will have a 24-hour limit. A vehicle must vacate the handicap parking spaces near the elevators after four (4) hours and all other handicap spaces, except for the first-floor handicap space, must be vacated within 2 hours. Failure to comply may result in fines, towing or other remedies permitted by law.

Owners and Lessees are only permitted to have the same number of vehicles parked on property at any given time as the number of assigned parking spaces for that Unit.

At no time shall any Owner or Lessees have more than one vehicle parked in any handicap parking space at any given time. Failure to comply may result in fines, towing or other remedies permitted by law.

Pets

A. Neither the Board of Directors nor the Association shall be liable for any personal injury, death or property damage resulting from the pet. The Owner(s) of the pet shall fully indemnify and hold harmless the Board of Directors, each Owner, and the Association in such regard. Tropical fish may be maintained in a Unit in reasonable numbers but subject to the Rules herein. Fish tanks must be a maximum of fifty (50) gallons. All pets maintained in a Unit shall be kept or maintained solely for personal use as domestic pets and not for any commercial purpose. There is a limit of two domesticated dogs and/or cats within a Resident's unit.

B. Pets may not be allowed to utilize the balcony or terrace of any Unit to perform bodily functions. The roof (including the artificial grass area) and the pool deck area are not animal relief areas. If any pet is found to have relieved itself on the roof deck, the Owner shall be subject to the maximum fine allowable and costs associated with the cleanup of the pet relieving itself.

C. Pets must be taken at least 30 feet from any entrance to relieve themselves. If the pet cannot make it thirty feet from the entrance and urinates or defecates before, the responsible party must notify the Front Desk so the area can be sanitized. Repeat occurrences will be subject to a cleanup fee of $50 per occurrence after the first occurrence. The garage cannot be used as a relief location under any circumstances.

D. All Residents must allow Management to take a DNA sample of their dog(s) to register the pet in the Association's Pet DNA registry. Residents are responsible for the cost to register the DNA of his/her pet.

E. Pets and service animals shall not be permitted outside of the Unit unless attended by an adult and on a leash not more than six (6) feet long or contained in a container designed for such use. Owners, Residents and their pet handlers shall use the closest ingress/egress route to their Units with their pets and shall not walk through the residential corridors other than to and from their Unit to the nearest exterior door to the outside of the building, or to another Unit.

F. Owners, Residents, guests and their pet handlers must immediately report to the Front Desk any incident which requires janitorial cleanup and should not use their own cleaning products to ensure that additional damage is not done. Owners or Lessees maintaining pets on the condominium property shall be responsible for, and bear the expense of, any damage to persons or property resulting therefrom and the cleanup cost associated with the incident.

G. Pets are not permitted at any time in Common Elements other than the hallways, elevators and lobby, which shall only be used for ingress/egress. This applies to any animal not designated/trained as a service animal which provides a specific use for a disabled individual. No animal may create a nuisance in any of the Common Elements.

H. Pet handlers and guests must be given a copy of these pet rules by the Owner or Lessee and must abide by them or be refused entry after consecutive violations.

I. Violations of the above shall entitle the Association to all its rights and remedies, including, but not limited to, the right to fine Owners and/or their Lessees and/or require any pet to be permanently removed from the Condominium Property upon three (3) days' notice. **Any pet that bites or attempts to bite another Owner, Resident, guest, invitee, or another pet will be subject to immediate removal from the Condominium Property.**

Radio/Television Operation

No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit. No exterior antennas or Satellite dishes shall be permitted in a Unit or balcony of a Unit or anywhere on the Condominium Property or improvements thereon without prior written permission from the Board of Directors, which may be withheld in its sole discretion.

Records Requests

Please see Exhibit 11 for the rules governing the inspection and copying of Association records.

Refuse

Garbage, which includes rubbish, trash and/or refuse shall be securely wrapped in plastic bags and deposited in the trash chute. All boxes must be broken down. Small broken-down boxes can be placed in the trash room or in a designated bin for removal by staff. Owners and Residents violating trash room are subject to fines.

Contact the front desk for staff to assist with removal of large/moving boxes. Each Unit, the Common Elements, the Limited Common Elements and Association Property shall always be kept in a clean, orderly and sanitary condition.

Service Providers

All Service Providers must check in and check out with the Front Desk when entering or leaving the building. Front Desk staff may take the provider's picture and require the provider to wear a name tag issued by the Front Desk.

Severability

The invalidity or unenforceability of any rule or regulation shall in no way affect the validity or enforceability of any other rule or regulation contained herein.

Storage Units

Owners and Residents shall not place objects or substances that would create a fire hazard or may be subject to infestation or spoilage in the storage Units. Owners and Residents store items in their Storage Unit on the 3rd floor at their own risk. The Association and Management assume no responsibility for anything that may be damaged or removed without the owner's permission. The Owner and, where applicable, Lessee, indemnifies and hold the Association and Management harmless from any theft, damage, or injury associated with the items stored in the Storage Units and access, use or occupancy of the Owner's Storage Unit.

Unit/Balcony Maintenance

It is important that Owners and Lessees properly maintain their Unit(s) on a regular basis. The Association is not responsible for the maintenance of the interior of Units. All balconies shall be kept in a clean, orderly, uncluttered and sanitary manner, and nothing shall ever be swept off, shaken or thrown over the balcony, this includes water and cleaning solutions. No objects shall be hung in the windows or draped over the balcony at any time. BBQ Grills (other than electric grills) /or anything with open flames are not permitted in or on any Unit or Unit's balcony/terrace of the Condominium.

Use of Common Elements

The First Floor Club Room/Kitchen, First Floor Pool, Second Floor Cyber Café, Massage/Steam/Sauna Spa Area, Ninth Floor Rooftop Lounge Area, Ninth Floor Gym, Fourth Floor Zen Area, Parking Garage, Bike Room, Storage Units, Second Floor Game Room/Business Center are for the exclusive use of Residents and their Guests and no other person(s) (including Service Providers) shall be permitted to use the Common Amenities of the Condominium unless accompanied by an Owner or a member of his immediate family, who is in residence, without the prior written consent of Management. Common Element hallways, garage areas, or any other spaces not designated as an Amenity shall be used for ingress and egress only. Loitering is not permitted in any Common Elements.

When using the Common Area Amenities, noise levels and talking must be kept at a reasonable level so as not to disturb others in the same and surrounding area.

The Swimming Pool/Jacuzzi, Fitness Room, Second Floor Spa, Roof Top Deck rules are further detailed as Exhibits 2 through 5 herein.

Visitors and Invitees

Visitors must register at the Front Desk and be announced to the receiving Owner or Resident before being admitted. Visitors desiring to enter a Unit where the Owner or Resident is not present must have prior written permission from Management. Any visitor other than a family member as defined in the Declaration residing in a Unit (with or without the Owner or Resident present) for more than 14 [contiguous?] days will be considered a Lessee and must submit a lease application.

Work by Association Personnel

The primary objective of our staff is the maintenance and servicing of the Common Elements. Our staff are not allowed to work for Owners and Residents during their scheduled work hours, except in emergency situations, or approved in writing by the Board of Directors or Management. No Unit Owner or Lessee shall request or cause any Association staff to perform any private work or business during the regular working hours of the staff member. Necessary Indemnification and Hold Harmless forms will be required to be signed by the Employee, the Owner and Manager prior to any work being done.

Exhibit #1 – Amenity Rental Form

RESIDENT NAME: _____

UNIT #_____

PHONE #: **HOME:** _____ **CELL:** _____

EMAIL: _____

DATE OF EVENT: _____ **TYPE OF EVENT:** _____

NUMBER OF GUESTS: _____ **TIME OF EVENT:** _____

CLEANING FEE: $** **$_____ **DATE RECEIVED:** _____

SECURITY DEPOSIT: **$**_____ **DATE RECEIVED:** _____

VALET SERVICE FEE: $ _____ **DATE RECEIVED:** _____

VENDOR INSURANCE CERTIFICATES _____ **DATE RECEIVED:** _____

RECEIVED BY: _____ **DATE:** _____

By signing below, I acknowledge receipt, review, and acceptance of all the Procedures and Terms & Conditions in this two-page Tower 155 Condominium Association, Inc., Amenity Rental Agreement. I understand that any failure to comply with the rules and responsibilities contained herein, as well as in the Tower 155 governing documents, will result in the forfeiture of all or part of my security deposit and/or the assessment of additional costs or fees, as well as cancellation of the entire event. I agree and acknowledge that I may be held responsible for paying for any additional fees or other costs incurred to repair or replace Tower 155 property damaged during the event.

I/We agree to be held responsible for any damages, howsoever caused, to the facilities caused by me/us and my/our guest or invitees or any injuries suffered by me/us and/or guests or invitees and agree to indemnify and hold harmless the Management Company and Association and its officers, directors, member, employees, and agents for any claim resulting from such damage or any injury arising as a result of occurrences connected with my/our use of the facilities.

OWNER SIGNATURE _____ **DATE:** _____

Special Request:

_____

_____

_____

Amenity Rental Terms and Conditions

1. **FEES (15 people or more):** $1,500.00 Refundable Security must be received at least seven (7) days prior to the date of the function. The cost of any damages to the Association's property shall be deducted from Refundable Security Deposit. If damages exceed the amount of the Refundable Security Deposit, the Association shall bill the Unit Owner or Permanent Resident responsible for reserving the facility.

2. **RESERVATIONS:** Facilities may only be reserved by Unit owners or Permanent Residents with a signed lease approved by the Board of Directors. No outside or advertised commercial functions are permitted without the approval of the majority of the Board of Directors. In the event that the Board of Directors does approve an outside or commercial function, a significant security deposit, as determined by the Board, shall be required at least 14 days prior to the function.

3. **OCCUPANCY:** Occupancy of each of the following facilities is limited to 40 people: Club Room; the 1st Floor Pool area; and the Roof Top. However, with the written approval of the Board of Directors, a larger occupancy may be permitted. To maintain the safety and control of the facilities for the Unit owners and other residents, only two (2) of the facilities will be leased simultaneously. Pool area is not exclusive. Other guests or residents may use the pool area during a reservation.

4. **GUEST LIST** – A final guest list must be delivered to the Front Desk at least 48 hours prior to the function.

5. **VALET:** Additional valet(s) will be arranged for by the Property Manager if you expect 10 or more cars at a fee of $250.00.

6. **SECURITY:** All functions are subject to the requirement of a security guard at the discretion of the Property Manager. The Management Office will schedule extra security guard(s) and bill the Unit Owner or Permanent Resident accordingly.

7. **HOURS OF USE:** The facilities are available during the day and at night until 11:00 PM. However, NO Swimming is permitted after dark. The 1st Floor Club Room, Roof Top, and 1st Floor Pool area and other amenities are not available on Legal Holiday's or special events days as these events are reserved for Tower 155 Condominium Association, Inc. social events unless otherwise authorized by the Board of Directors.

8. **CLEANING AND SANITIZING:** Any Unit Owner or Resident that is utilizing any facility or facilities shall be solely responsible for the thorough cleaning and sanitizing of all areas used, including but not limited to the bar area, tables, restrooms, and garbage removal. If the facility or facilities are not returned in the condition they were received, the cost to clean the facility or facilities will be deducted from the refundable security deposit and costs exceeding the security deposit will be billed to the Unit Owner or Resident accordingly

9. **SUPERVISION OF CHILDREN:** Children under 14 years of age must always be under adult supervision. The adult will be held responsible for any harm or damage caused by the child(ren) under your supervision.

10. **NOISE AND MUSIC**: Disturbing noise levels, whether conversation or music, will not be permitted.

11. **VENDORS INSURANCE:** Vendors must provide a liability insurance certificate naming Tower 155 Condominium Association as an additional Insured.

INITIALS _____

Exhibit #2 – Rooftop Deck and Spa/Hot Tub/Jacuzzi Rules and Regulations

A. Each Resident and Guest using the rooftop deck, SPA/Hot Tub/Jacuzzi ("Hot Tub"), and equipment is doing so at his/her own risk. The Association assumes no liability for injury or loss of any kind.

B. The rooftop deck hours are 7 A.M. – 11:30 P.M.

C. Access to the rooftop decks is limited to the Residents and their guests. Guests must be always accompanied by a Resident.

D. Throwing anything off or over the parapet walls is strictly prohibited.

E. Residents planning to hold a rooftop party with over 10 guests, including other Residents, must follow all the Association rules. There will be a refundable deposit required to reserve the rooftop deck. The party will end no later than 11 P.M. If a Resident is hiring a catering vendor, they must provide the Certificate of Insurance for the caterer or other vendor prior to the delivery.

F. All Residents and their guests are responsible for cleaning up and properly disposing of their own trash.

G. After use, barbecues must have their grills scraped, tank valves closed, and knobs turned to the off position.

H. Smoking, including vaping and e-cigarettes, is not permitted on any portion of the roof deck or in the Hot Tub.

I. Pets are not allowed on the rooftop deck.

J. The intended use of the shower is for a brief rinse before or after using the Hot Tub. Each Resident and Guest must shower before using the Hot Tub.

K. Maximum water temperature is 104°F.

L. Pregnant women, small children, people with health issues, and people using alcohol, narcotics, or other drugs that cause drowsiness should not use the spa without first consulting a doctor.

M. Children under twelve must be under the supervision of an adult 18 years or older.

N. Maximum use is 15 minutes.

O. Bathing load: 7 persons.

P. No food, beverages or any form of a glass container are allowed in or around the Hot Tub.

Q. In the event of an emergency, call 911.

R. Failure to comply with these rules will result in suspension of privileges at the discretion of the Association.

S. These rules are subject to change at the discretion of the Board of Directors.

Exhibit #3 – Pool Rules

A. All persons using the pool or pool area are doing so at their own risk. The Association assumes no liability for injury or loss of any kind.

B. Pool hours: dawn to dusk.

C. Shower before entering the pool. Towels must cover the chairs, lounges, and daybeds in the pool area when in use.

D. No glass containers are permitted in or around the pool area. All Residents and their guests are responsible for cleaning up and properly disposing their own trash.

E. Smoking is prohibited in or around the pool deck.

F. No pets shall be permitted in the swimming pool or pool area, Service animals are not permitted on any furniture and must be kept on a 6-foot or shorter leash.

G. Do not swallow the water; it is recirculated.

H. Music and podcasts may only be experienced through personal earbuds or headphones

I. Bathing load: 20 persons.

J. In the event of an emergency, call 911.

K. All incontinent persons or persons not toilet trained must always wear an appropriate "swim diaper" when in the pool.

L. Diving and running are not permitted

M. The Board reserves the right to modify these rules from time to time.

Exhibit #4 – Fitness Center Rules and Regulations

A. Use of the facility is restricted to Residents and Guests.

B. Residents and guests may use the fitness center and equipment at their own risk. The Association assumes no liability for injury or loss of any kind.

C. Proper workout attire must be always worn, including closed-toe rubber sole shoes, shirts, and shorts/leggings appropriate for working out. Bathing suits (wet or dry) are not permitted.

D. A maximum time limit of 30 minutes is to be observed when someone is waiting to use the cardio equipment (e.g., treadmills, bicycles, rowers and elliptical machine).

E. Access doors must be kept closed except for entering and exiting.

F. After use, equipment (including free weights) must be wiped down and relocated to its original location/position

G. Misuse of equipment, improper conduct toward others, or any violation of these rules may result in loss of access to the facility.

H. All issues, including non-functioning or damaged equipment should be reported to the front desk immediately.

I. The fitness center is open 24 hours a day, 7 days a week. Noise levels must be kept to a minimum between 10 pm and 8 am.

J. Children 16 years and under must be accompanied by an adult.

K. Headphones must be used if listening to a personal audio or video instructor.

L. Cell phone use is prohibited while in the fitness center; please step outside to make or receive a call.

M. No weights or other fitness equipment may be dropped or thrown to the floor.

N. Pets are not allowed in the fitness center.

O. All glass items (bottles, glass cups, etc.) are strictly prohibited. Beverages consumed during workout must be in a no-glass container with a lid.

P. Food is not permitted in the Fitness Center.

Q. The Board reserves the right to modify these rules from time to time.

EXHIBIT #5 – Rules And Regulations Governing Unit Owner Participation At Meetings

WHEREAS, Section 718.112(2)(c) of the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at meetings of the Board; and

WHEREAS, Section 718.112(2)(d)7 of the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at Unit Owner meetings; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statutes.

NOW THEREFORE, the following rules regarding Unit Owner participation at meetings are adopted:

A. BOARD AND COMMITTEE MEETINGS

1. Board and Committee Meetings Defined.

(a) "Board Meeting" is defined as a quorum of Directors gathered to conduct Association business.

(b) "Statutory Committee Meeting" is defined as a quorum of Statutory Committee members gathered to conduct the business of the committee.

(c) "Statutory 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. Attendance at Board or Statutory Committee Meetings. Unit Owners have the right to attend Board and Statutory Committee Meetings except as provided by law. No person other than a Unit Owner shall be permitted to attend such Meetings, unless permitted by the Chairman of the meeting. Unit Owners do not have the right to attend meetings of any Committee which is not a Statutory Committee, unless permitted by the Committee Chairman or required by law.

3. Participation at Meetings.

(a) Unit Owners have the right to speak at Board and Statutory Committee Meetings. No other person shall be permitted to speak at such Meetings, unless permitted by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or a majority

of the Board or Committee. No other statement shall be permitted except as may be required by law.

(c) A Unit Owner will only be permitted to speak once in reference to each designated agenda item, unless otherwise requested to speak again by the Chairman of the Meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item unless approved by the Chairman of the Meeting. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak after the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the discussion and voting of the Board or Committee upon that agenda item. In lieu thereof, the Chairman may set aside time at the beginning of the Meeting for Unit Owner statements regarding designated agenda items.

4. Recording of Meetings.

(a) Unit Owners may record any Meetings of the Board or Statutory Committee.

(b) A Unit Owner desiring to record a Board Meeting or Statutory Committee Meeting shall submit a written notice to the Secretary or Manager at least twenty-four (24) hours before the start of the Meeting advising that the meeting will be recorded. A separate written notice must be made for each meeting the Unit Owner desires to record.

(c) No recording of any Meeting shall interfere with or obstruct the Meeting, and none of the equipment used for recording shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting or constitute a tripping hazard. Extra lighting for video recording shall not be permitted. Persons using recording equipment must do so from their seats. All recording equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

B. UNIT OWNER MEETINGS

1. Unit Owner Meetings Defined. "Unit Owner Meetings" is defined as a quorum of Unit Owners gathered at a lawfully noticed meeting to conduct official Association business.

2. Attendance at Unit Owner Meetings. Unit Owners have the right to attend Unit Owner Meetings either in person or by proxy as may be provided by law. No person other than a Unit Owner or a Unit Owner's proxy shall be permitted to attend Meetings, except agents of the Association or persons permitted by the Chairman.

3. Participation at Unit Owner Meetings.

(a) Unit Owners have the right to speak at Unit Owner Meetings as provided by law. No other person shall be permitted to speak at Meetings, except agents of the Association, designated proxies, or those persons permitted to speak by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or majority vote of those present (in person or by proxy) at the meeting.

(c) A Unit Owner will only be permitted to speak once in reference to each agenda item. A Unit Owner statement shall not exceed three (3) minutes, unless otherwise permitted by the Chairman. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the voting of the Unit Owners upon that agenda item.

4. Recording of Unit Owner Meetings.

(a) Unit Owners may record Unit Owner Meetings as permitted by law. A Unit Owner desiring to record such a Meeting shall submit written notice to the Secretary or Manager at least twenty-four (24) hours prior to the start of the meeting.

(b) No recording of Unit Owner Meetings shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting or constitute a tripping hazard. Extra lighting for video recording shall not be permitted. All equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

C. ENFORCEMENT OF MEETING RULES

1. Fines. The Board of Directors may, in accordance with the fining authority and procedures set forth in the Condominium Act, levy a fine against any person who fails to comply with this Rule.

2. Legal Action. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with this Rule.

3. Other Remedies. Nothing in this Rule shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

EXHIBIT #6 – Rules And Regulations Governing Inspection And Copying Of Association Records

I. RECORDS DEFINED

The official records available for inspection and copying are those designated by the Florida Statutes, as the same may be amended from time to time.

II. PERSONS ENTITLED TO INSPECT OR COPY

Every owner or the authorized representative of an owner, as designated in writing (hereinafter collectively referred to as "owner"), shall have the right to inspect or copy the official records pursuant to the following rules and Section 718.111(12), Florida Statutes, as the same may be amended from time to time.

III. INSPECTION AND COPYING

A. The Association will create a checklist of documents based upon the list of requested records in the unit owner's request. Pursuant to the Condominium Act, this checklist creates a rebuttable presumption that the Association has complied with the owner's document inspection request.

B. An owner desiring to inspect the Association's official records shall submit a written request to the Association at Tower 155 Condominium Association, Inc., c/o Naomi Ehrlich, Manager, 155 E Boca Raton Rd., #110, Boca Raton, FL 33432, or by electronic transmission to manager@tower155condo.com, which shall also be treated as a written request under this rule. Any document inspection requests sent via email must contain the words "Document Inspection Request" in the subject line of the email. Emails which do not announce at the outset that an inspection request is contained within the body of the email will not be honored. The request must state with particularity the official records requested, including pertinent dates or time periods. The request must be sufficiently detailed so as to allow the Association to retrieve the official records requested. However, the Association is under no obligation to retrieve any records requested and may, in the alternative, require the owner to inspect the official records as they are kept in the ordinary course of business. The Association may, to the extent permitted by law and at the Association's sole discretion, offer the owner the option of making the records available electronically over the internet or on a computer screen, with records printed upon request. The owner may use a portable device capable of scanning, copying or photographing records in order to make copies.

C. Inspection or copying of records shall be limited to those records specifically requested in advance, in writing, subject to the exemptions provided for in the

Condominium Act, as the same may be amended from time to time. The Association is under no obligation to create records or documents which do not currently exist, which are not kept in the ordinary course of business and/or which are not statutorily required (i.e. reports, lists and compilations).

D. No owner may submit more than three (3) requests for records inspection and/or copying per month.

E. No owner may submit more than one request for inspection and/or copying of the same record in a thirty (30) day period.

F. No owner may request the inspection of hard copy of more than one hundred (100) records in any request, nor may any request require the Association to produce more than five hundred (500) pages of records at one time. If the owner's request exceeds either of these limitations, the Association may provide records for inspection in the order requested by the owner up to the limiting factor and notify the owner that the other records will be made available for inspection at another inspection session upon receipt of another written request of the owner. An owner shall not be precluded from requesting records which were not produced because of the aforesaid limitations within thirty (30) days pursuant to Paragraph D above. The foregoing limitation on the number of records and the number of pages available for inspection does not apply if the owner agrees to inspect the records electronically via the internet or in electronic format on a computer screen or if the Association sets up, in its sole discretion, an in-person inspection appointment for which the records are not sorted and retrieved in advance.

G. All inspections of records shall be conducted at the Association's office, unless the Association, in its discretion, decides to email those documents to the owner or unless the Association directs the unit owner to review the requested records on the Association's website. No owner may remove original records from the location of the inspection. No alteration of the original records shall be allowed. Notwithstanding the foregoing, the Association may, at the option of the Board or the person responsible for producing the requested records, provide copies in digital form by electronic mail to the owner in the interest of convenience provided the owner acknowledges and accepts delivery of the requested records in such manner in lieu of producing original records.

H. The requested records shall be made available for inspection by the owner or his or her authorized representative within ten (10) business days subsequent to actual receipt by the Association of the written request for inspection (for requests sent by electronic mail, this period shall run from the date the e-mail from the owner is opened by the person responsible for producing the requested records), or such other time period as prescribed by the Florida Statutes as same may be amended

from time to time. This time frame may be extended by written agreement of the owner. The Association shall notify the owner by telephone, in person, or in writing (or by electronic mail for requests received by electronic mail), that the records are available and shall attempt to make the records available at a mutually convenient time and date. The Association shall not be obligated to make records available less than ten (10) business days after receipt of an owner's request submitted in the manner required by this rule.

I. Subject to the requirements of paragraph G above, inspections shall be conducted between the hours of 9:00 a.m. and 12:00 p.m. on Mondays, Wednesdays and Fridays, so that the Association's staff has adequate time within their regular work hours to discharge their other duties to the Association. If an Owner is unable to review records during the prescribed hours, a mutually convenient time shall be arranged.

J. If an owner desires to obtain a copy of any record, the owner shall identify the record desired during the inspection. The Association shall not be obligated to copy portions of records. The requested copies will be made available within a reasonable time. Records copied by an owner or an owner's authorized representative shall not be posted online, on social media or anywhere in the public domain if the records contain information defined as privileged under Chapter 718, F.S., as same may be amended or renumbered from time to time.

K. An owner shall pay twenty-five (25) cents per page for letter or legal sized copies, payable in cash or check at the time the copies are requested. The Association shall not be obligated to undertake the photocopying of any records until payment is received by the Association. The Association reserves the right not to accept personal checks from any owner who has previously submitted a check to the Association for any charge which has been returned due to insufficient funds.

IV. MANNER OF INSPECTION

A. No written request for inspection or copying shall be made in order to harass any owner, resident or Association agent, officer, director, or employee.

B. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the office where the records are otherwise inspected or copied. The Association may assign one person to assist in or supervise the inspection.

C. If the Association has safety protocols in place due to a communicable disease, all persons inspecting or requesting copies of records shall, upon request of the

Association, wear a facial covering, gloves and other protective gear deemed necessary while performing the inspection.

D. The Association shall maintain a log detailing:

i. The date of receipt of the written request for inspection
ii. The name of the requesting party
iii. The requested copies
iv. The date the owner was notified of the availability of the records
v. The date the records were made available for inspection or copying
vi. The date of actual inspection and copying
vii. The signature of the owner acknowledging receipt of or access to the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to the inspection or receipt of copies.

The foregoing provisions of this rule are subject to and superseded by any conflicting provisions in the Florida Statutes and Florida Administrative Code which shall be automatically incorporated herein.

EXHIBIT #7 – Rules Regarding Unit Owner Written Inquiries Sent Via Certified Mail Under Section 718.112(2)(A), Florida Statutes

A. Frequency

No unit owner may submit more than one (1) written inquiry pursuant to Section 718.112(2)(a), Florida Statutes, during any thirty (30) day period.

B. Manner of Response

1. Each letter of inquiry may set forth up to five (5) substantive inquiries. The Association shall determine the number of substantive inquiries in a particular letter. If a unit owner combines multiple substantive inquiries into one question or one letter, the Association has the right to determine how many substantive inquiries are fairly set forth in a particular question or a particular letter. If more than five (5) substantive inquiries are set forth in one letter, the Association shall respond to five (5) of the substantive inquiries, to be determined based upon the order in which the inquiries are set forth in the letter or otherwise at the discretion of the Board of Directors.

2. The Association shall not be obligated, in responding to any inquiry under the Statute, to incur professional fees to respond to inquiries which require professional advice or to digest information which is available from an inspection of the official records of the Association or to create a compilation or summary of information that is otherwise to the unit owner available from an inspection of the official records of the Association. If an inquiry under the Statute can be responded to by reviewing the official records of the Association, the Association may respond by providing the owner an opportunity to inspect and photocopy pertinent records, the identity of such records to be reasonably and fairly set forth and described in a written response from the Association.

3. Written inquiries must be sent via certified mail, return receipt requested to the Association's address at Tower 155 Condominium Association, Inc., c/o Property Manager, 155 E Boca Raton Rd., #110, Boca Raton, FL 33432.

4. The Association shall respond to written inquiries in the timeframe set forth in the Statute.

C. Non-Compliant Inquiries

1. Emails do not constitute a written inquiry by certified mail as required by the statute. All inquiries sent via email will be disregarded. Emails which contain document inspection requests must comply with the rule regarding document inspection requests and must contain the subject line Document Inspection Request.

2. Faxes do not constitute a written inquiry by certified mail as required by the statute. All inquiries sent via fax will be disregarded.

3. Scanned letters do not constitute a written inquiry by certified mail as required by the statute. All inquiries sent via scan will be disregarded.

EXHIBIT #8 – Rules And Regulations Establishing Assessment Collection Policy

WHEREAS, Tower 155 Condominium Association, Inc. (hereinafter referred to as "Association") desires to adopt a policy regarding the collection of Assessments; and

NOW THEREFORE, the Board of Directors of the Association hereby establishes the following assessment collection policy. All capitalized terms shall be given their meaning as described in the Condominium Documents or the Act, as those terms are defined later herein, or the definitions ascribed to said terms in this Policy:

1. **Payment Procedures**

Regular Assessment amounts are determined at the time the Association's annual budget is approved. All statements, coupons, invoices or reminder letters are provided by the Association as a courtesy to Owners. The Association's failure to provide these items does not relieve the Owners from their obligations to pay their Assessments in a timely manner. The Association, in conjunction with its management agent, will accept payments of Assessments from the Owners in the following ways:

(a) Payment by Check. The Association will utilize the services of a lockbox for the collection of Assessments (the "Lockbox") for Owners who wish to pay their Assessments by check. Checks must be mailed directly to the Lockbox designated by the Association. Each payment by check should be accompanied with a coupon and reflect the Owner's complete home address (including unit or apartment number if applicable). Owners should limit one payment per envelope, to avoid complications at the processing center, and should not enclose any written correspondence or notes in the payment envelope. Owners who choose to pay using their individual bank's online bill payment service should enter their individual account number in the "Memorandum section of the check and the payment should be programmed to be sent on or before the applicable due date to allow time for the processing of the check prior to the date the payment would be considered late.

(b) Payment through Autopay Programs. Owners can enroll in Autopay Programs ("Autopay") which provides for the direct debit of Assessments from an owner's designated bank account.

(c) Payment by Credit Card or One-Time ACH Payments. Owners can pay their Assessments by credit card or by making a one-time ACH payment from their bank account.

2. **Collection Procedures**

(a) Regular Assessments are due and must be received by the Association by the first day of each Month/Quarter ("Due Date").

(b) Payments are considered late if received by the Association more than ten (10) days after the Due Date.

(c) Any Owner who does not pay the full amount of an Assessment to the Association with ten (10) days of the applicable Due Date will be considered delinquent ("Delinquent Owner").

(d) A delinquent owner will be charged interest at the highest rate allowable by law, currently eighteen percent (18%) per annum, from the due date until payment in full, and an administrative late fee in an amount not to exceed the greater of $25 or five percent (5%) of each delinquent installment ("Late Fee").

(e) The Association shall send a 30-day Notice of Late Assessment (the "Notice of Late Assessment Letter") to Delinquent Owners indicating that the Association did not receive the Assessment by the end of any applicable grace period provided by the Governing Documents. The Notice of Late Assessment Letter will provide the Delinquent Owner with a thirty (30) day period in which to pay all amounts due the Association.

(f) If the Delinquent Owner has not paid the Association the full amount of the Assessment due (plus all other charges) by the end of the thirty (30) day period provided in the Notice of Late Assessment Letter, the Delinquent Owner's account will be referred to the Law Firm for collection.

(g) Upon receiving the Delinquent Owner's account, the Law Firm will send the Delinquent Owner, in the manner required by Florida Statutes, a notice that the Association intends to file a lien against the Delinquent Owner's unit (the "Notice of Intent to Lien"). The Notice of Intent to Lien will provide the Delinquent Owner with forty-five (45) days from the date the Notice of Intent to Lien is mailed, in which to pay all amounts then due to the Association to prevent a lien from being placed against the Delinquent Owner's unit. The amount due to the Association at the time the Notice of Intent to Lien is sent will include the amount of the unpaid Assessments, the Late Fee, costs and legal fees due to Law Firm and, if applicable, interest due on any past due Assessments as provided in the Governing Documents and Florida Statutes.

(h) If the Delinquent Owner does not pay all such amounts due as directed in the Notice of Intent to Lien, the Law Firm will send the Delinquent Owner, in the manner required by Florida Statutes, a notice that the Association intends to foreclose on its Lien (the "Notice of Intent to Foreclose") and shall record a lien in favor of the Association against the Delinquent Owner's unit (the "Lien"). The Notice of Intent to Foreclose will include a copy of the Lien being recorded and will provide the Delinquent Owner with forty-five (45) days from the date the Notice of Intent to Foreclose is mailed in which to pay all amounts then due to the Association in order to prevent a foreclosure action being filed by the Law Firm on behalf of the Association. The amount due to the Association at the time the Notice of Intent to Foreclose is sent will include all the amounts that were due at the time the Notice of Intent to Lien was sent plus any additional Late Fees, interest, costs and legal fees incurred by the Association after sending of the Notice of Intent to Lien, including, but not limited to, any costs or legal fees incurred in connection with the preparation and filing of the Lien and the preparation and transmission of the Notice of Intent to Foreclose.

(i) If the Delinquent Owner does not pay all such amounts due as directed on the Notice of Intent to Foreclose, then the Law Firm shall forthwith prepare and file a lawsuit seeking to foreclose the Lien on behalf of the Association, unless the Association decides after consulting with the Law Firm that the filing of a foreclosure action is not in the Association's best interests.

(j) In the event that any payment by check made by an Owner is not honored by the Owner's bank, the Association will charge the Owner the maximum fee allowed by Florida Statutes. The amount of such fee will be added to any other amounts due the Association as provided above in this Policy.

In addition to all of the rights, remedies and procedures described above in this Policy, the Association, after consulting with the Law Firm, may also avail itself of any other rights, remedies or procedures that are authorized under the Governing Documents and/or Florida Statutes to collect unpaid Assessments from Delinquent Owners. Such other rights, remedies or procedures may include, but are not limited to, the suspension of certain of the Delinquent Owner's use rights and the making of a demand for the payment of rents from any tenant of a Delinquent Owner.

3. The following provisions of the Act, address rights and remedies of the Association in connection with delinquent Assessments as follows:

(a) Section 718.112(2)(d)2 of the Act provides that a person who is 90 days delinquent in the payment of any Assessment as of the deadline for filing a notice of intent is not eligible for Board membership.

(b) Section 718.112(2)(g) of the Act permits the acceleration of Assessments of an owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date the claim of lien is filed. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of year is filed.

(c) Section 718.112(2)(p) of the Act provides that a Director or Officer more than 90 days delinquent in the payment of any monetary obligation shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

(d) Section 718.116(4) of the Act provides that if the Association is authorized by the Declaration or Bylaws to approve or disapprove a proposed lease of a unit, the grounds for disapproval may include, but are not limited to the Unit Owner being delinquent in the payment of an Assessment at the time approval is sought.

(e) Section 718.116(6)(c) of the Act provides that if a Unit Owner remains in possession of a Unit after a foreclosure judgment has been entered, the Court, in its discretion, may require the Unit Owner to pay reasonable rental for the Unit. This provision of the Act further provides that if the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to appointment of a receiver to collect the rent.

(f) Section 718.121 of the Act provides that no lien may be filed by the Association until thirty days after the date on which a notice of intent to file a lien has been delivered to the Owner by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and delivered to the Owner at the address of the Unit if the Owner's address is reflected in the records of the Association is not the Unit address. If the address reflected in the records is outside the United States, sending the notice to that address and to the Unit address by first-class United States mail is sufficient. Delivery of the notice (hereinafter "Statutory First Notice") is deemed given upon mailing as required by the Act.

(g) Section 718.303(3) of the Act provides that if any Unit Owner is more than 90 days delinquent in the payment of any monetary obligation to the Association, the Association may suspend the right of the 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.

(h) Section 718.303(5) of the Act provides that the Association may suspend the voting rights of any Unit Owner if such Unit Owner becomes more than 90 days delinquent in the payment of any monetary obligation to the Association. Such suspension shall end upon full payment of all obligations currently due or overdue the Association.

4. References to "Assessments" herein shall refer to Annual Assessments which are payable monthly or quarterly, as specified by the Board, and due on the first day of each month or quarter, as applicable (hereinafter the "Assessment Due Date") and Special Assessments which are due on the date specified by the Board in the notice of the assessment given pursuant to Section 718.116(10) of the Act ("Special Assessment Due Date"). The Assessment Due Date and Special Assessment Due Date shall collectively be referred to as the Due Date. All Assessments or Charges not paid within ten (10) days after the Due Date shall be considered delinquent.

5. A monetary obligation as that term is used herein shall include any regular Assessment, Special Assessment, Fine, or Charge authorized by the Declaration, the Bylaws of the Association or the Act.

6. If payment of an Assessment in full has not been received by the Association, at such location as the Association may specify from time to time, within ten (10) days of the Due Date, the Association (either itself, or through its agent) will add a late fee of five percent (5%) of the installment due, or $25.00, whichever is greater. Interest at 18% per annum shall also be added, retroactive to the due date.

EXHIBIT 9 - TOWER 155 RECYCLE/TRASH 101

Responsible garbage disposal and recycling in Tower 155 is not only a necessity, but a **show of respect for our neighbors, our maintenance staff, and maintaining our building.** Below are the protocols for trash and recycling disposal. For your convenience, signs are posted inside each Trash Room on every floor. Please do your part!!!

Landfill Trash

1. Please bag all landfill trash plastic bags

2. When bagging trash, please note:
   a. **Glass Bottles**: Place in the designated recycle bin. DO NOT place glass bottles in trash receptacle bags. When placed in the chute, glass often breaks, which can cause damage to the trash bin below. Additionally, glass adds significant weight and force to the falling bag, potentially causing further damage.
   b. **Construction Debris**: **Contractors must haul any debris away from Tower 155.** Construction debris can damage the chute and the receiving bin below.

Recycling

1. Recycling bins and list of acceptable items are placed in each Trash Room
2. Cardboard boxes must be broken down, folded and placed inside the recycling bin located in the trash room. Oversized boxes must be brought down to the dumpster. Do NOT attempt to drop cardboard or cardboard boxes down the trash chute which can cause blockages. Any resident found to be responsible for a trash chute blockage will be subject to a fine may be required to cover the cost of clearing the blockage and any related repairs.
3. **DO NOT RECYCLE THESE ITEMS:**

a. Loose plastic bags	b. Food/liquid stained containers
c. Pizza boxes and foam containers	d. Paper towels
e. Batteries	f. Aluminum foil or pans
g. Shredded paper	h. Sharp objects

EXHIBIT 10 - RESIDENTS HURRICANE GUIDE

Hurricane Season officially begins on June 1st and ends November 30th. Boca Raton can experience the high winds associated with Tropical storms and Hurricanes. Additionally, widespread power outages can be expected. Every household should develop a hurricane plan tailored to their needs and situation.

The Board of Directors and Property Management want to ensure that all residents receive as much information as possible to prepare for an upcoming storm season. During these months, special precautions need to be taken by all owners and residents.

The following links will aid in your preparations and are updated annually:

https://www.myboca.us/1106/Hurricane-Information
http://www.fema.gov
http://www.floridadisaster.org/

Types of Notices for a Hurricane

FirstService Residential's protocol for hurricane preparations and procedures to secure and safeguard your property are:

- When a **Hurricane Watch** is issued (*hurricane conditions are possible in the area within 48 hours)*, we begin securing the building.

- When a **Hurricane Warning** is issued (*hurricane conditions are possible in the area within 36 hours)* and after all property preparations have been completed, non-essential personnel, under the direction of the community association manager, will leave the property at the end of their shifts.

- A **Mandatory Evacuation Order** creates a critical time frame within which the associates must execute the final mechanical protocols before the storm reaches the building.

PLAN AHEAD

You must first decide whether to leave your home or stay and ride the storm out. Temporarily relocating to a family or friend's home or hotel outside the impacted area is your best choice. If you choose to temporarily relocate, do so well before the storm. Shelters, which provide only basic needs, should be your option of last resort. **Only service animals, such as guide dogs for the visually impaired, not pets, are allowed in shelters**. Do not proceed to a shelter until the media has announced it is officially open.

****If you plan to be away for more than 48 hours during the season BEFORE YOU GO: Remove all-balcony/patio furniture, plants, and other outdoor objects. In the event of a**

storm, do not rely on the Association's staff to make preparations for your individual unit. Their time will be dedicated to securing Tower 155's mechanical operations and common areas.

When sustained winds reach **45 MPH**, essential personnel will begin to shut down the property's equipment, such as HVAC equipment, domestic water pumps, pool, and spa equipment; this will help assure your systems will be operational after weather conditions improve. After the shutdown has been completed, our essential personnel will evacuate, as all governmental essential services do so also.

Please note that the building's emergency generator does not provide power to individual units.

Once a Hurricane Warning has been issued, Tower 155 Employees must leave the property with ample time to seek shelter for themselves.

PRIOR TO A HURRICANE WARNING

All furniture and loose objects must be removed from your balcony. Items left on the balcony could be swept away by the wind, causing injury and property damage. Remember, the staff will be occupied with securing the building and common areas. There will not be sufficient time to enter units to move balcony items in preparation for a storm. For absentee owners, please ensure that your balcony is clear before you leave and or have a responsible person secure your unit for you.

PLAN TO EVACUATE

When local authorities issue a mandatory evacuation order, **EVERYONE**, including staff, is expected to evacuate the building and leave the area. Everyone must evacuate at the latest when an order is issued; however, it is strongly recommended that you prepare your evacuation plan and leave prior to the evacuation order. The building will be closed, there will be no emergency services during a storm, and authorities will not be available to assist you.

SUGGESTIONS FOR PREPARING YOUR UNIT

- Firmly close and lock all doors, including sliding doors
- Turn your refrigerator up to the coldest setting to preserve food as long as possible.
- Place folded towels or other absorbent material at the bottom of your doors and windowsills
- **Check all faucets to determine that they are in the closed position.**
- **Check the stove and oven to ensure it is turned off.**
- Place all insurance information in a watertight plastic bag.
- Fill your bathtub with water. Be sure to shut off the faucet completely. This non-potable water can be used fill your commode tank if necessary.
- **Ensure a set of vehicle keys and keys to your unit are delivered to the Management Office. Management must have emergency keys for each unit.**

RECOMMENDED SUPPLIES

- Water for at least 7 days, one gallon per person per day.
- Non-perishable, ready-to-eat food. If you have canned food, remember a manual can opener.
- Disposable plates and utensils. Limited water supplies eliminate dishwashing.
- Battery-powered flashlights. If candles must be used, use memorial type encased in glass only and always within your view. A broken window and sudden gust of wind could create a serious fire hazard.
- Charge all electronic devices (cell phones, laptops, tablets).
- Extra batteries
- Fire Extinguisher
- First Aid kit
- Cash; remember that ATM machines may not have working electricity after a storm.
- Prescription medications
- Eyeglasses or contacts
- Toilet paper, soap, wipes, personal hygiene items

AFTER A HURRICANE

- Remain indoors until the official all-clear is given.
- If you are not here when the storm strikes, please have a friend or relative available to inspect your unit. Association staff will be unable to do this for you.
- Contact your insurance agent if you have sustained damage.

Staff will return to the community once it is safe to do so.

Should you have any questions, please E-Mail the Property Manager at Manager@tower155condo.com

IMPORTANT PHONE NUMBERS FOR AGENCIES DURING A HURRICANE

Boca Raton Citizens Information Center	**561-982-4900**
PBC Emergency Management	**561-712-6400**
Police (non-emergency)	**561-368-6201**
FEMA	**1-800-621-3362**
Florida Power & Light	**1-800-468-8243**

DURING AN EMERGENCY, TUNE INTO BOCATV ON:

Channel 20 (Comcast)
Channel 99(AT&T Uverse)
Channel 396 (Hotwire)

CITY WEBSITE:

www.myBoca.us

Exhibit 11 - TECHNICAL SPECIFICATIONS FOR HURRICANE SHUTTERS

1. The materials, equipment, installation and construction of Hurricane Shutters installed on any property subject to the rules of the Association shall conform in all respects with the applicable Building Code and any applicable requirements of construction established by the government agency having jurisdiction over construction in the Condominium related to the wind load requirements for hurricane shutters.

2.**Further specifications are as follows:**

The shutters on the property shall comply with the specifications prepared by Pistorino & Alam Consulting Engineers, Inc. and can be obtained from the property manager's office on request. The color of the shutters will be selected by the Association. The selected contractors for installation of shutters are required to submit signed and sealed shop drawings and calculations by a licensed Florida Professional Engineer to Pistorino and Alam Consulting Engineers, Inc. for its review and approval before submitting to Building Department to get the permit. The contractor will also be required to have the existing structure, where the proposed shutters are to be installed, inspected by a structural engineer. If any repairs or reinforcement of the existing structure is required for installation of the proposed shutters, then contractors are required to submit signed and sealed structural repair drawings by a licensed Florida Professional Engineer to Pistorino and Alam Consulting Engineers, Inc. for its review and approval before submitting to Building Department to get the permit. Contractors are also required to get periodical inspection during installation of shutters till completion

RULES AND REGULATIONS
HURRICANE SHUTTER INSTALLATIONS

WHEREAS, Section 718.113(5), Florida Statutes specifically authorizes the Board of Directors to adopt hurricane shutter specifications for each building within each condominium operated by the Association which shall include color, style, and other factors deemed relevant by the Board.

NOW THEREFORE, the Board of Directors of Tower 155 Condominium Association, Inc. hereby establishes the following rules governing the installation of Hurricane Shutters:

Definition

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

General

Hurricane Shutters are prohibited, except as same may be approved by the Board in accordance with these Rules and Regulations. Any or all Hurricane shutters on this property shall be installed to follow the project manual prepared by Pistorino & Alam Consulting Engineers, Inc. which can be obtained from the property manager's office on request.

Installation Requests

1. Any person desiring a Hurricane Shutter shall submit a written request therefor to the Board (or Manager) by completing an "Application for Approval to Install Hurricane Shutters" (attached hereto as Exhibit "A") not less than thirty (30) days prior to the proposed commencement of installation. The written request shall contain (1) the name and address of the person desiring the Hurricane Shutter, (2) the unit number to which the Hurricane Shutter will be installed, (3) the name, address, and telephone number of the proposed contractor who will install the Hurricane Shutter (together with the same information for any proposed subcontractors), (4) the proposed location for installation of the Hurricane Shutter, (5) the proposed type, style, brand, color, material and name and address of the manufacturer of the Hurricane Shutter, and (6) the proposed manner of installation of the Hurricane Shutter.
2. The written request required by paragraph 1 above shall be accompanied by a copy of (1) the occupational license and certificate of competency of the proposed contractor (and, if applicable, the subcontractor) who will install the Hurricane Shutter, and (2) the insurance certificate of the proposed contractor (and, if applicable, the subcontractor).
3. In the event the Board, in its sole discretion, determines it to be necessary to have the Association's engineer review the documentation supplied pursuant to paragraphs 1 and 2 above, for the purpose of determining whether the proposed Hurricane Shutter conforms to these Rules and Regulations and/or the applicable building codes, then the person requesting the installation of the Hurricane Shutter shall pay to the Association the estimated cost of such engineer's review within five (5) days of receipt of notice from the Board. Failure to pay the cost for the engineer's review within thirty (30) days subsequent to receipt of the Board's notice shall be deemed a withdrawal of the request for installation

of the Hurricane Shutter. The Board shall be relieved from the requirement to approve or disapprove the proposed installation if said engineering fees are not paid.

4. Within thirty (30) days subsequent to receipt of the written request and accompanying documentation, pursuant to paragraphs I and 2 above, the Board shall either approve or disapprove the proposed installation of the Hurricane Shutter. For good cause, the Board may extend the time in which to approve or disapprove the proposed installation for a reasonable time, not to exceed an additional thirty (30) days (i.e., 60 days from date of receipt of written request and accompanying documentation). Good cause may include, but shall not be limited to, the engineer's inability to timely review the documentation. The Board shall send notice to the person requesting the proposed installation, whether the installation is approved or disapproved. In the event the Board shall disapprove the proposed installation, the notice shall state the basis for the disapproval. The Board may promulgate, and amend, from time to time, any forms it deems appropriate to convey its approval or disapproval of requests to install hurricane shutters.
5. In the event the Board approves the proposed installation, construction shall commence within sixty (60) days subsequent to receipt of the Board's notice of approval. Failure to commence construction within the specified time shall be deemed an abandonment of the installation, a withdrawal of the request for the proposed installation, a disapproval of the proposed installation, and the installation shall be prohibited. A person deemed to have abandoned the installation shall be required to submit another written request for a proposed installation in accordance with these Rules and Regulations.

Maintenance and Owner Obligations

As a condition of approval, the owner of a unit requesting the installation of Hurricane Shutters shall be responsible for the insurance, maintenance, repair and replacement of the Hurricane Shutters. All hurricane shutters will be installed on the property following the specifications prepared by Pistorino & Alam Consulting Engineers, Inc.

Contractor Requirements

1. No person (hereinafter Contractor) shall install, construct, affix, attach or place a Hurricane Shutter, unless such person is qualified to do so and holds an Occupational License to perform such installation from the governmental agencies having jurisdiction over such type of work within the County in which the Condominium is located and holds a Certificate of Competency from the State of Florida or Palm Beach County.
2. In addition to the requirements of paragraph 1 above, no Contractor shall install, construct, affix, attach, or place any Hurricane Shutter, unless the Contractor shall obtain and maintain Public Liability Insurance, including completed operations, in an amount not less than $300,000.00, per occurrence, Workers' Compensation Insurance in an amount not less than $300,000.00, and Automobile Liability Insurance, including non-owned automobiles, in an amount not less than $300,000.00, per occurrence. Notwithstanding any minimum amount requirements, no insurance coverage shall be less than the minimum amount required by law. Each such insurance policy shall, for the duration of the construction, name the Association and the person requesting the installation of the Hurricane Shutter as co-insureds.
3. All insurance policies shall contain a clause requiring thirty (30) days prior notification to the Association in the event such policy or bond is to be canceled, terminated or modified in any manner. No Contractor or proposed Hurricane Shutter shall be approved, unless and until the policies or certificates of insurance are received by the Board.

Construction Lien Law
No Hurricane Shutter shall be approved, unless the installation thereof complies with the construction Lien Law, Chapter 713, Florida Statutes, as same may be amended or renumbered from time to time. The requesting owner shall be fully responsible for compliance with such laws and, as a condition of approval, specifically agrees to indemnify the Association against any liens or other encumbrances occasioned by the installation.

Completion of Construction
Construction of the Hurricane Shutter shall be completed within thirty (30) days subsequent to the commencement of construction. Failure to complete construction within the specified time shall be deemed an abandonment of construction/installation and a withdrawal of the request for the proposed installation, the installation/construction shall be prohibited, and the proposed Hurricane Shutter shall be deemed disapproved.

Operation of Hurricane Shutter
The Hurricane Shutter shall, at all times, whether open or closed, be fastened securely in place in accordance with manufacturer, building code and installation requirements. Hurricane Shutters may only be closed when a storm is approaching and must be re-opened within seventy-two (72) hours of the storm's passage.

Liability
The owner of the unit to which the Hurricane Shutter is installed shall be liable for any and all damage to the common elements, Association property or the property of other owners arising out of or concerning the construction, installation or maintenance of the Hurricane Shutter.

Removal of Shutters
Owner agrees to be responsible for all costs of removal and reinstallation of the Hurricane Shutters, or any portion thereof, if necessary, to allow the Association to fulfill its maintenance, repair and replacement duties as set forth under the Declaration of Condominium and Chapter 718, Florida Statutes. Owner further agrees that in the event that noncompliant hurricane shutters are removed, such hurricane shutters shall not be reinstalled.

Technical Specifications
1. The Hurricane Shutter and the installation thereof, shall conform, in all respects, to the Florida Building Codes and the Building Codes of the governmental agencies having jurisdiction over the Hurricane Shutter installation in the condominium.
2. The minimal and general specifications adopted by the Association, which shall be applicable to and binding upon all Hurricane Shutter installations are attached hereto as Exhibit "B" and incorporated herein.

Miscellaneous Remedies
Any Unit Owner seeking approval for shutters shall sign an Application in which he/she agrees to comply with this Resolution (plus any Rules and Regulations of the Association) including the following:

1. Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance and continued first-class upkeep of the hurricane shutters.
2. Owner assumes all responsibility for procuring, buying and/or obtaining a necessary Building or Zoning Permits, variances and adherence to any and all other procedures outlined for the construction and maintenance of the improvements described herein by all City, County, State or other governmental entities, including compliance, if required, with the Florida Building Code.
3. Owner agrees to construct and maintain the Hurricane Shutters referred to herein in a first-class manner, and Association shall have the right, upon prior notice to Owner, to periodically inspect the shutters to verify compliance with this requirement. If Owner fails to maintain the hurricane shutters as required herein, after ten (10) days' written notice from Association to Owner, Association shall have the right to perform, or have performed, any required maintenance or repair work or to have the hurricane shutters removed and the property restored to its condition prior to the installation of the hurricane shutters. Owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the condominium unit referred to herein in order to secure payment of any such sums. Said lien shall bear interest and be collectable and foreclosable in the same manner as liens granted to the Association under the Declaration and Condominium Act for non-payment of condominium assessments.
4. Owner agrees to indemnify, defend, and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including but not limited to attorney's fees, arising out of or because of the construction, installation or maintenance of the hurricane shutters described above.
5. Owner agrees to be responsible for any damage to the Common Elements, Association property or other units within the condominium which is caused as a result of the construction, installation or maintenance of the hurricane shutters described herein.
6. The Association shall not be required to approve or permit any Hurricane Shutter, unless and until the person requesting the installation thereof has fully and completely complied with each and every provision of these rules.
7. No contractor, subcontractor, laborer or material man shall be permitted entry upon the condominium property, for purposes of actual installation, construction or delivery of materials, unless and until the proposed Hurricane Shutter has been approved by the Association.

EXHIBIT "A"
APPROVAL OF INSTALLATION OF HURRICANE SHUTTERS AND AGREEMENT FOR MAINTENANCE

WITNESSETH:

WHEREAS Tower 155 Condominium Association, Inc. (hereinafter referred to as "Association") is the corporate entity responsible for the operation and maintenance of Tower 155 Condominium (hereinafter referred to as "Condominium") according to the Update of Declaration of Condominium thereof as recorded in ---------- of the Public Records of Palm Beach County, Florida as amended and

WHEREAS (hereinafter referred to as "Owner") is the record title holder of Unit in Tower 155 Condominium; and

WHEREAS. Owner desires to install hurricane shutters on the exterior of the Condominium as allowed by the provisions of the Condominium Act and the provisions of the Declaration; and

WHEREAS, Association and Owner desire to more fully set forth their legal obligations relative to said proposed installation of hurricane shutters:

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Association and Owner, the parties hereto agree as follows:

1. The above recitations are true and correct, and incorporated herein.

2. Owner agrees to provide Association with a complete set of all engineering plans and specifications relative to the installation of hurricane shutters. After review of same, in consideration of Association granting permission and approval of installation of said hurricane shutters, Owner does hereby covenant and agree as follows:

a. Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance and continued first-class upkeep of the hurricane shutters.

b. Owner assumes all responsibility for procuring, buying and/or obtaining all necessary Building or Zoning Permits, variances and adherence to any and all other procedures outlined for the construction and maintenance of the improvements described herein by all City, County, State or other governmental entities, including compliance, if required, with the Florida Building Code.

c. Owner agrees to construct and maintain the hurricane shutters referred to herein in a first class manner, and Association shall have the right, upon prior notice to Owner, to

periodically inspect the shutters to verify compliance with this requirement. If Owner fails to maintain the hurricane shutters as required herein, after ten (10) days' written notice from Association to Owner, Association shall have the right to perform, or have performed, any required maintenance or repair work or to have the hurricane shutters removed and the property restored to its condition prior to the installation of the hurricane shutters. Owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the condominium unit referred to herein in order to secure payment of any such sums. Said lien shall bear interest and be collectable and foreclosable in the same manner as liens granted to the Association under the Declaration and Condominium Act for nonpayment of condominium assessments.

d. Owner agrees to indemnify, defend and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including but not limited to attorney's fees, arising out of or because of the construction, installation or maintenance of the hurricane shutters described above.

e. Owner agrees to be responsible for any damage to the Common Elements, Association property or other units within the condominium which is caused as a result of the construction, installation or maintenance of the hurricane shutters described herein.

f. Owner agrees to be responsible for all costs of removal and reinstallation of the hurricane shutters, or any portion thereof, if necessary, to allow the Association to fulfill its maintenance, repair and replacement duties as set forth under the Declaration of Condominium and Chapter 718, Florida Statutes.

g. It is expressly understood and agreed by Owner that this instrument shall be binding upon Owner and his heirs, successors in interest, and assigns, and shall be a condition implied in any conveyance or other instrument affecting title of the aforesaid condominium unit.

h. Owner will be responsible for reasonable attorneys' fees and costs incurred by Association in enforcing any provisions of this Agreement, before or after the filing of suit and including, but not limited to fees and costs incurred in any appeals.

IN WITNESS WHEREOF, Owner and Association have caused this covenant to be executed and signed the day and year first set forth above.

WITNESSES (TWO):

_____
Signature

_____
Printed Name

_____
Signature

TOWER 155 CONDOMINIUM ASSOCIATION, INC.

_____
BY: _____
ITS: _____

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OWNERS

_____
PRINT: _____

_____
PRINT: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this____day of_____20__by _____, as President of Tower155 Condominium Association, Inc., who is personally known to me or who has produced _____as identification and who did not take an oath.

_____
Notary Public

_____
Name of Notary
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this_____day of_____20___ by_____, who is personally known to me or who has produced_____as identification and who did not take an oath.

_____
Notary Public

_____
Name of Notary
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this_____day of_____20___ by_____, who is personally known to me or who has produced_____as identification and who did not take an oath.

_____
Notary Public

_____
Name of Notary
My Commission Expires: _____

EXHIBIT "B"
TECHNICAL SPECIFICATIONS FOR HURRICANE SHUTTERS

1. The materials, equipment, installation and construction of hurricane shutters installed on any property subject to the rules of the Association shall conform in all respects with the Florida Building Code and any applicable requirements of construction established by the Palm Beach County having jurisdiction over construction in the Condominium related to the wind load requirements for hurricane shutters.

2. Further specifications are as follows:

   The shutters on the property shall comply with the specifications prepared by Pistorino & Alam Consulting Engineers, Inc. and can be obtained from the property manager's office on request. The color of the shutters will be selected by the Association. The selected contractors for installation of shutters are required to submit signed and sealed shop drawings and calculations by a licensed Florida Professional Engineer to Pistorino and Alam Consulting Engineers, Inc. for its review and approval before submitting to Building Department to get the permit. The contractor will also be required to have the existing structure, where the proposed shutters are to be installed, inspected by a structural engineer. If any repairs or reinforcement of the existing structure is required for installation of the proposed shutters, then contractors are required to submit signed and sealed structural repair drawings by a licensed Florida Professional Engineer to Pistorino and Alam Consulting Engineers, Inc. for its review and approval before submitting to Building Department to get the permit. Contractors are also required to get periodical inspection during installation of shutters till completion.