

SCHEDULE "A" **TO BY-LAWS**

REVISED RULES AND REGULATIONS FOR CITYPLACE SOUTH TOWER CONDOMINIUM AS OF DECEMBER 14, 2025

Each of the rules and regulations shall be in accordance with all applicable county and state codes, ordinances, and regulations. These rules and regulations shall apply to all Unit Owners, Registered Residents, and Tenants (hereinafter referred to collectively as "Owners/Residents"). Unless otherwise stated, the term Guests will refer collectively to Short-term, Long-term, and Permanent guests.

1. COMPLIANCE WITH RULES AND REGULATIONS ¹

1.1 Every applicable Owner/Resident shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws, and Articles of Incorporation of the Association, as amended from time to time.

1.2 Failure of an Owner/Resident to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon an Owner/Resident for failure of an Owner's/Resident's Guests, family, invitees, lessees, workers or employees, to comply with any Covenants, Conditions and Restrictions ("CC&Rs") herein or in the Declaration, Articles of Incorporation or By-Laws, provided that the procedures set forth in the Declaration for fining are adhered to.

1.3 Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner/Resident shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner/Resident.

1.4 These rules and regulations shall be cumulative with CC&Rs as set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted.

1.5 All of these rules and regulations shall apply to all Owners/Residents even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners/Residents from specific rules and regulations upon written request thereof and, good cause shown in the sole opinion of the Board.

2. OBSTRUCTION OF COMMON AREAS

2.1 The sidewalks, entrances, passages, lobbies, and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property. Personal items such as carts, bicycles, carriages, chairs, tables, clothing, shoes, umbrellas or any other objects of the Owner/Resident or their vendors/employees shall not be left in said common elements, except in areas (if any) designated for such purposes.

¹ This section shall not be applicable to the Commercial Units, except as otherwise expressly provided in the Declaration.

5.1 No Owner/Resident shall make or permit any disturbing noises, nor allow any disturbing noises to be made by guests, employees, pets, agents, tenants, visitors, or or any other person, nor permit any conduct by such persons or pets that will interfere with the rights, comforts, or conveniences of other Owners/Residents.

5.2 Reasonable noise caused by daily living activities is acceptable between the hours of 9:00 a.m. and 9:00 p.m.

5.3 No Owner/Resident shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or device in his or her Unit, including devices such as Amazon's Alexa and Echo, Sonos, Google Home, and similar devices, in such a manner as to disturb or annoy other Owners/Residents.

5.4 No Owner/Resident shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other Owners/Residents.

5.5 No Owner/Resident shall install or utilize any fitness equipment in his or her Unit in such a manner as to disturb or annoy other Owners/Residents.

6. INTERACTIONS WITH BOARD, STAFF AND MANAGEMENT

6.1 Owners/Residents and their respective Guests and invitees, shall communicate with the Board of Directors, Association Staff and Management Personnel in a respectful and professional manner. The Association will not tolerate threatening, aggressive, or inappropriate communication with any personnel, as determined by the sole discretion of the Board. Any such threatening, aggressive, or otherwise inappropriate communication to the Board of Directors, Association staff or Management Personnel will be deemed by the Board to be a violation of the Association's Governing Documents.

6.2 No employees of the Association's management shall perform personal errands or personal services for an Owner/Resident during his or her scheduled work hours, with the exception of normal and customary duties as described in their job position. If an Owner/Resident wishes to hire an employee of the Association to perform personal services outside of normal work hours, then the Owner/Resident is required to notify Management and sign a Hold Harmless Waiver prior to utilizing the services of the employee of the Association.

6.3 The Board of Directors shall be solely responsible for directing and supervising employees of the Association's Management.

7. SIGNAGE, FIXTURES, AND INSTALLATIONS ¹

7.1 No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Condominium or Association Property.

7.2 Additionally, no awning, canopy, shutter, or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements by any Owner/Resident, without the written prior consent of the Board of Directors of the Association.

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10.1 Children under eighteen (18) years of age will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association.

10.2 All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing amenities of the Association.

11. PETS ¹

Pets, including dogs, cats, birds, fish or other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, and in addition to the applicable terms of the Declaration:

11.1 Dogs and cats shall not be permitted outside of their owner's Unit unattended. Owners/Residents are required to keep their pets on leashes, which cannot be more than six (6) feet long, or keep their pets within containers, when in the common areas of the building. Owners/Residents must ensure that their pets refrain from disorderly conduct.

11.2 No pets are allowed on the pool deck, in the summer kitchen area, or in any other amenities; nor are any pets allowed to enter any of the property's water features.

11.3 An Owner/Resident whose lease permits pets, will be allowed to have up to two (2) pets on premises. Maximum weight at full maturity for one (1) dog is 40 pounds. The maximum combined weight for two (2) dogs at full maturity is 60 pounds. The following breeds are expressly prohibited by the Association: Pitbull (or any variation or combination of the Pitbull breed), Doberman Pinscher, Rottweiler, Bullmastiff, Gogo Argentino (Argentinian Mastiff), Akita, Dalmatian, Gull Dong, Perro de Presa Canario, Tosa Inu, Chow Chow, Cane Corso, and any bred considered to be dangerous or a nuisance by the Board of Directors (in its sole and absolute discretion), as stated in CPST's Declaration of Condominium.

Dogs registered with the management office prior to the date these amended rules take effect are grandfathered in. At such time any dogs that are grandfathered in pass away, and the resident obtains a new dog, the updated policy will apply.

Service Animals and Emotional Support Animals are exempt from this policy, but must be registered with the management office, and must follow Florida Statute requirements.

11.4 Dog waste shall not be left on any portion of the Association property, this includes, but is not limited to, all common areas, the front entrance lawns and the south, west and east sides of the Condominium Property. Each Owner/Resident must immediately clean up after his or her pet(s). An Owner/Resident is responsible for all costs associated with the clean up or repair to the common areas for damage caused by his or her pet.

11.5 Dog waste must be disposed of properly and be placed in the designated dog-waste stations located along the perimeter of the building. Under no circumstances shall dog waste be disposed of in the residential trash chutes.

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13.5 Unless otherwise stated, the term Guests used herein will refer collectively to Short-term, Long-term, and Permanent guests.

13.6 In order to prevent increased noise and nuisances, and to prevent additional wear and tear upon the Common Elements, the maximum number of Guests per unit is limited to six (6) at any one time, unless prior notification and approval by the Association Management is obtained. Upon arrival, Guests are required to check in with the Front Desk and be announced to the Owner/Resident.

13.7 Home office use of a residential unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property. This includes using the amenities to work with or train outside clients (individuals that do not live in the building).

13.8 No Guest (Short-term, Long-term, and Permanent), will be let into any unit by the staff utilizing the emergency key held by the Association without prior written approval from the Owner/Resident.

13.9 Registration for both Long-term and Permanent guests will include their contact information, providing a current, valid, government-issued photo ID to be copied, and having a photo taken. Long-term and Permanent guests must register their vehicle(s) with the Management Office.

14. AMENITIES – GENERAL

Dual usage by the unit owner and the tenant of Association property and common elements is prohibited. If an owner has rented out their unit, the tenant has the right to use all common elements and amenities for the duration of the lease agreement. The unit owner's right to use the common elements and amenities is restored when a lease has expired or been terminated.

15 AMENITIES – POOL DECK, POOL AND SPA

15.1 The maximum number of Guests, (Short-term, Long-term, or Permanent) of any Owner/Resident to be permitted on the pool deck or in the pool at any one time is limited to four (4) per unit. Short-term guests must always be accompanied by an Owner/Resident when using the pool deck. Long-term and Permanent guests may utilize the pool and pool deck unaccompanied by the Owner/Resident. Children under 12 must be accompanied at all times by a responsible adult 18 or older.

15.2 The pool deck, pool and spa shall be open **from one half hour after Sunrise to one half hour before Sunset.**

15.3 Glass or any breakable objects are not permitted on the pool deck, in the pool or in the spa. Food or drink is not permitted on the pool deck, in the pool or in the spa, except for water in a non-breakable container.

15.4 Non-toilet trained persons shall not be allowed in the pool or spa without waterproof pants.

15.5 Children under the age of five (5) are not allowed in the spa. Children under the age of 12 are only permitted in the spa when accompanied at all times by a responsible adult 18 or older.

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16.3 Private Event Requirements

- (a) For a private event that has more than six (6) Short-term guests, additional valet will be required. If attendance of the event exceeds 25 people, inclusive of other Owners/Residents or Guests, then additional security must also be retained. If additional valet or security services are required, the Owner/Resident must utilize the Association approved vendor for these services and pay for the associated costs of the added services for the event.
- (b) Any additional parking spaces that may be required in connection with the hosting of an event shall be coordinated with Association Management, as set forth in the Association's parking and valet rules set forth herein.
- (c) If catering or any outside vendor is used for entertainment or supplying of food/beverages, appropriate insurance and licenses must be provided to the Association at the time of reservation according to the Association's current standards and requirements in place.
- (d) Children attending the event under the age of 12 must be accompanied by an adult.

16.4 Limited Use of Club Lounge and Summer Kitchen

- (a) If an Owner/Resident wishes to use the Club Lounge for a small gathering of other Owners/Residents, such as card games, book clubs, or other meetings which is sanctioned by the Association and Board of Directors, then the above security deposit will not apply. Any such gatherings must be reserved with the Management office or Front Desk.
- (b) If the Summer Kitchen is being used by an Owner/Resident for grilling purpose only, the Owner/Resident must contact the Front Desk to reserve the grill and obtain the key to unlock the grill. Immediately after use, the grill must be cleaned, and the key must be returned to the Front Desk. The key cannot be given to another Owner/Resident.

17. AMENITIES - FITNESS CENTER

- 17.1 The Fitness Center is open daily from 5:00am to 10:00pm, including weekends and holidays.
- 17.2 The Association is not responsible for injuries or accidents resulting from use of these facilities. All individuals using the fitness center and the related equipment do so at their own risk.
- 17.3 Children under the age of 15 must always be accompanied by an adult (21 years or older) while in the fitness center.
- 17.4 Bare feet, sandals, or open toed shoes are not permitted in the fitness center.
- 17.5 Food and drinks are not permitted in the fitness center, except for water in a non-breakable container. No glass or breakable containers are permitted.
- 17.6 Dropping or slamming of weights & fitness equipment is not permitted.

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CPST Parking Permit. Owners/Residents are not permitted to park on the non-gated, first floor of the garage or use any valet spaces to park their own vehicles.

20.2 An Owner/Resident who possesses a valid and current handicap placard may park in any handicap space within the gated/secured garage subject to availability. Those Owners/Residents utilizing a handicap space must keep their assigned space vacant. Handicap spaces on the first floor of the garage are for the use of the commercial tenants' customers.

20.3 The Association provides complimentary valet service to Owners/Residents and Permanent guests utilizing the Owner/Resident's own parking space. Valet services are available to Short-term and Long-term guests, and their vehicles can be parked in valet spaces, subject to availability. Guests cannot leave their vehicle with valet without permission from the Owner/Resident.

20.4 All Owners/Residents and their Guests must leave keys to their vehicles when utilizing valet service. No vehicles can be self-parked or left standing for over 5 minutes in the Porte Cochere area. Vehicles left standing for more than five minutes are subject to immediate towing without notice and at the owner's expense, if the valet does not have the key with which to park the vehicle

20.5 Valet personnel will prioritize their duties based upon current workflow to accommodate the number of cars being parked. Added convenience services, such as transporting groceries to Units and calling ahead for car pick up, may be delayed to reduce overcrowding in the Porte Cochere.

20.6 Unauthorized vehicles are defined as those vehicles that:

- a. are not properly registered with Management, or
- b. does not have a valid and current paper pass from management displayed on the dashboard, or
- c. does not have a resident decal properly displayed, or
- d. does not belong to an Owner/Resident or registered Guest, or
- e. is not subject to control by Valet.

Unauthorized vehicles are subject to being towed/ booted while on the premises at any time, and without prior notice to the vehicle owner, and at the owner's sole expense.

20.7 Vehicles of Owners/Residents are to be registered with the Management Office and are to have a CPST decal displayed in the front bottom left of the vehicle's front windshield or as otherwise required to be displayed in the sole discretion of the Association. All vehicles must also have gate access transponder stickers.

20.8 Only street-legal licensed passenger vehicles are permitted to park upon Condominium Property premises. Specifically, no parking/storage of watercraft of any type, recreational vehicles, trailers, all-terrain vehicles, motor homes, canoes, kayaks, Segways, non-motorized scooters or similar-type items will be permitted on the premises. No other items or objects may be stored or placed in the parking space or any other area within the garage without the written consent of the Association.

20.9 Bicycles or other manual transportation devices must be stored in the designated areas only and such accommodations are on a first come, first served basis, as assigned by the Association. **Hover boards, skateboards, scooters, bicycles, and similar-type items are only permitted to enter and exit the building through the Kiwi Street door or the loading dock and are not permitted to be driven or otherwise used in the Common Elements.** Exceptions can be made as an accommodation that is supported

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20.17 Management assumes no liability whatsoever for any cost or damages resulting from the towing/booting of a vehicle from/upon the Condominium Property.

20.18 No repair of vehicles shall be made on the Condominium Property.

20.19: If for any reason an Owner/Resident, Long Term or Permanent guest does not possess a gate access transponder, then the vehicle must be driven to the Porte Cochere and he or she must see the concierge at the front desk and present a photo ID. Only the on-duty concierge can open the garage security gate. No other CPST staff can open the garage gate, including valet and security personnel. If the concierge is not at the front desk, then the vehicle owner must wait until they return. The expectation is that having the concierge open the garage security gate will be a very rare occurrence, since all vehicle owners with the right to access the secured portion of the garage should be in possession of a gate access transponder.

20.20 Non-resident realtors must have their vehicles parked with valet or utilize offsite parking when doing business within the Building. At no time can non-resident realtors park and leave their vehicle in the Porte Cochere area or on the first floor of the garage. Resident realtors must park in their own assigned garage space and not in the Porte Cochere area or on the first floor of the garage.

21. ELECTRIC VEHICLE CHARGING

Electric Vehicles ("EV") charging stations are located on the second floor of the parking garage. EV charging is available only by utilizing the Association valet personnel. An Owner/Resident must sign an EV Charging Agreement form and purchase charging tickets prior to receiving any vehicle charging. Under no circumstances can an Owner/Resident charge the EV themselves. Any vehicle improperly parked in the designated EV charging stations is subject to being towed without notice and at the vehicle owner's sole expense.

22. INSURANCE

22.1 All Unit Owners are required to carry liability insurance for their unit, and provide proof of same to the management office, including proof upon each annual renewal.

22.2 All persons who provide personal training or instructional services within the condominium building must provide proof of adequate insurance coverage, as determined by the Board of Directors, to the Management Office.

22.3 Prior to the commencement of any construction work within any unit, the Owner/Resident shall ensure that all of their vendors and/or contractors have, in effect and to be continuously carried during the duration of work, comprehensive general liability insurance with General Liability coverage in the minimum of One Million Dollars (\$1,000,000) combined single limits, Workers Compensation Insurance and Automobile Liability as required by State Law.

22.4 The Comprehensive General Liability insurance policy shall name "CityPlace South Tower Condominium Association, Inc." as additional insured. All vendors and contractors must provide a Certificate of Insurance, to the Association Management Office prior to the commencement of work. The

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(c) Moves require a minimum seven (7) day advanced reservation of the elevator. Accommodations will be made, if possible, for shorter notice moves. Reservations are made in 3 ½ hour blocks from 9:00am to 12:30pm and 1:00pm to 4:30pm, Monday through Friday (holidays excluded). The move must be completed, and the movers must be out of the building by 5:00pm.

(d) When using the services of a moving company, a Certificate of Insurance from the vendor listing the Association as additional insured, must be submitted prior to the date of the move. The Association requires comprehensive general liability insurance with General Liability coverage in the minimum of One Million Dollars (\$1,000,000) combined single limits, Workers Compensation Insurance and Automobile Liability as required by State Law.

23.3 Deliveries

(a) Deliveries are defined as furniture, appliances or construction materials taken to a unit that can be transported in two or less trips on an elevator utilized exclusively for a specific Unit in any 24-hour period.

(b) Owners/Residents may bring in their own personal delivery of items purchased during the course of normal shopping, such as groceries, small appliances, televisions, stereos, or other household items, as long as the items fit easily inside a luggage cart provided by the Association. The elevator cannot be used exclusively for the personal delivery and the personal delivery cannot interfere with the day-to-day activities of the Association or other Owners/Residents.

(c) All deliveries from vendors must be scheduled with the Association and performed during normal delivery hours as stated in the current Move-in/Move-out and Delivery Policies. All deliveries from a vendor require a minimum 24-hour notice and reservation of the elevator. Deliveries can be made only between 9:00am and 4:30pm, Monday through Friday (holidays excluded). The delivery must be completed, and the workers must be out of the building by 5:00pm.

(d) A refundable \$1,000 security deposit is required at the time of reservation.

(e) When using the services of a delivery company or vendor, a Certificate of Insurance from the vendor listing the Association as additional insured, must be submitted prior to the date of the move. The Association requires comprehensive general liability insurance with General Liability coverage in the minimum of One Million Dollars (\$1,000,000) combined single limits, Workers Compensation Insurance and Automobile Liability as required by State Law

24. OTHER RULES AND REGULATIONS

24.1 Photo I.D. All Owners/Residents, as well as Long Term and Permanent Guests, are required to provide a current, valid, government-issued photo ID to be copied, and have a photo taken to be on file with the Association.

24.2 Attire - Owner/Resident and their guests, invitees, workers, licensees and/or employees, shall not appear in the Main Lobby or Common Elements except in appropriate attire. Bathing attire and pajamas are not considered appropriate in the lobby or common areas inside the building and persons must utilize proper cover-up. No bare feet are allowed in the lobby, club room, elevators, stairways, and parking areas.

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