

## BAL HARBOUR NORTH SOUTH CONDOMINIUM ASSOCIATION FREQUENTLY ASKED QUESTIONS

The following are some of the more common questions regarding community association living. You are encouraged to review your Condominium documents for additional detailed information and restrictions. If you have further questions, please call the Residences Management Office at 305 993 0480.

### WHAT IS THE BAL HARBOUR NORTH SOUTH CONDOMINIUM ASSOCIATION?

Bal Harbour North South Condominium Association, Inc., is a Florida corporation not for profit, the sole entity responsible for the operation of the Common Elements of the Condominium. The Condominium has been established in such a manner to minimize the Common Elements. Most components which are typical "common elements" of a condominium have instead been designated as part of the Shared Components of the Hotel Unit, or as part of the Shared Facilities of the Hotel Lot and as such are under the control of the Hotel Unit Owner or Hotel Lot Owner, rather than the Association.

### DO I HAVE TO BE A MEMBER IN ANY OTHER ASSOCIATION? IF SO, WHAT IS THE NAME OF THE ASSOCIATION AND WHAT ARE MY VOTING RIGHTS IN THIS ASSOCIATION? ALSO, HOW MUCH ARE MY ASSESSMENTS?

The Association is a member of the Bal Harbour Resort Master Association, Inc. which is established to govern the Common Properties of the Bal Harbour Resort pursuant to the Declaration of Covenants, Restrictions and Easements for Bal Harbour Resort. As with the Condominium, most of the typical "common properties" have been included as part of the Shared Facilities of the Hotel Lot, and as such, are controlled by the Hotel Lot Owner, rather than the Master Association. The Association votes through a Voting Member in matters before the Master Association requiring membership approval. Each Voting Member is entitled to weighted votes, as described in the Articles for the Master Association. The estimated assessment amounts payable to the Master Association are included in the budget of the Master Association. In addition to the assessments payable to the Master Association, each Unit Owner is obligated for payment of its allocated share to the Condominium Association, the Hotel Unit Owner and the Hotel Lot Owner. Those amounts are all set forth in the Budgets included with your Condominium documents.

### HOW DO I PAY MY MAINTENANCE FEES?

The monthly assessments/charges ("Monthly Assessment") of the Condominium Association, the Master Association, the Hotel Unit Owner (as to the Shared Components) and Hotel Lot Owner (as to Shared Facilities) are due on the first calendar day of each month, in advance. The total of these charges may be paid, unless instructed otherwise by the applicable payee, in the following manner: (i) by personal check, money order or cashier's check; or (ii) by direct payment (ACH debits) through a company selected by the applicable payee. Payment shall be considered in default ten (10) days after the due date. A late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment may be imposed and each delinquent payment shall bear interest at eighteen percent (18%) per annum from the date due until paid in full. As an additional right and remedy, upon default in the timely payment of Monthly Assessments a lien may be recorded. The party filing a claim of lien may bring an action in its name to foreclose a lien for unpaid Monthly Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Monthly Assessments without waiving any claim of lien. The pursuing party is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Monthly Assessments.

### AM I REQUIRED TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES? IF SO, HOW MUCH AM I OBLIGATED TO PAY ANNUALLY?

Unit Owners are not obligated to pay rent or land use fees for recreational and other commonly used facilities. The expenses related to the operation, repair and replacement of those facilities are built in to the estimated operating budgets of the Condominium Association, Master Association, Hotel Lot Owner (as to the Shared Facilities) and Hotel Unit Owner (as to the Shared Components) and are paid for by Unit Owners through charges. Certain services offered from the Resort (i.e. a la carte butler service, room service, cabana rental, spa services etc.) require the payment of fees in addition to the amounts required in your Monthly Assessments.

SINCE I OWN MY RESIDENCE,  
MAY I MAKE ALTERATIONS, ADDITIONS  
OR IMPROVEMENTS TO MY HOME?

Unit Owners may not make any alterations or improvements to any part of the Common Elements, Condominium Property, the Lots, the Hotel Unit, the Shared Components and/or the Shared Facilities areas (the "Resort") other than in their Residential Units. Alterations and improvements inside a Residential Unit that are either (i) visible from the Hotel Unit, any other Lot, or the exterior of the Building, (ii) affecting the structural integrity of the Building, (iii) or affect any electrical, mechanical, HVAC, plumbing, life safety, monitoring, information and/or other systems of the Building, require the prior written consent of the Hotel Unit Owner (to the extent of a change visible from the Hotel Unit) or the Hotel Lot Owner (as to all other additions, alterations or improvements), which consent may be granted or withheld in the sole discretion of the Hotel Unit Owner and/or Hotel Lot Owner, as applicable. The Hotel Lot Owner and Hotel Owner have the right to condition approval on, among other things, design, structural integrity, aesthetic appeal, construction details, property protection, insurance requirements and lien protection.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Unit Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Master Association, the Hotel Lot Owner, the Hotel Unit Owner, Hotel Operator, and all other Unit Owners, and it's or their respective officers, directors, shareholders, employees, managers, agents, contractors, architects, engineers, consultants and/or attorneys harmless from and to indemnify them for any liability or damage to the Resort and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Declaration.

The Hotel Unit Owner's and/or Hotel Lot Owner's, as applicable, rights of review and approval of plans and other submissions under the Declaration and Master Covenants are intended solely for the benefit of the reviewing party. Neither the Hotel Lot Owner, the Hotel Unit Owner nor any of their respective officers, directors, employees, managers, agents, contractors,

consultants or attorneys shall be liable to any Unit Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans, by the submission of same, and any Unit Owner, by acquiring title to same, agrees not to seek damages from the Hotel Unit Owner and/or the Hotel Lot Owner arising out of the review of any plans hereunder. Without limiting the generality of the foregoing, the Hotel Unit Owner and Hotel Lot Owner shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements.

Any additions, alterations and improvements by the Unit Owner must also be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction.

WHAT RESTRICTIONS EXIST IN THE  
CONDOMINIUM DOCUMENTS ON  
MY RIGHT TO USE MY UNIT?

The Condominium documents establish certain restrictions on the permitted uses of Units. Each Unit shall be used only in accordance with all applicable county and state codes, ordinances and regulations (as same may be modified from time to time) and the approvals and permits issued for the Improvements, and for no other purpose. Various restrictions exist regarding the Units including, but not limited to, restrictions regarding changes and alterations to the units, pets, mitigation or dampness and humidity and installation of floor coverings. Additionally, the Condominium documents provide a right of first refusal on resales of Units. Please refer to the Condominium documents for additional restrictions and further details. The Hotel Lot Owner, Commercial Lot Owner, Commercial Unit Owner and the Hotel-Unit Owner are exempt from many of these restrictions.

#### WHAT RESTRICTIONS EXIST IN THE CONDOMINIUM DOCUMENTSON THE LEASING OE MY UNIT?

You may lease your Residential Unit subject to the requirements in Sections 8 and 16 of the Declaration and Section 6 of the Master Covenants. All leasing of Residential Units must also be made in accordance with all applicable zoning ordinances and other limitations which are now or hereafter imposed by the Village of Bal Harbour.

#### WHO DO I CALL IF I HAVE A PROBLEM WITH MY RESIDENCE, THE COMMON ELEMENTS OF THE CONDOMINIUM, THE SHARED COMPONENTS OF THE HOTEL UNIT, OR THE SHARED FACILITIES OF THE HOTEL LOT?

Any problem occurring within your residence (i.e. electrical, plumbing, air conditioning) is the responsibility of the homeowner to resolve and repair. However, should you have a problem with the Common Elements of the Resort other than in your Residence, please contact the Residences Management Office.

#### HOW CAN I LEARN MORE ABOUT THE STRUCTURE AND POWERS OF THE CONDOMINIUM ASSOCIATION, MASTER ASSOCIATION, HOTEL UNIT OWNER AND/OR THE HOTEL LOT OWNER?

Please refer to the Condominium and Master documents. They consist of Declaration of Condominium, Master Covenants, Articles of Incorporation, By-Laws, Rules and Regulations and other important information pertaining to Bal Harbour North South Condominium. Please remember, this document is a summary snap shot of the Condominium's documents, but should not be relied upon as a substitute. In the event of any conflict between this document and the Condominium documents, the Condominium documents will prevail.

#### WHAT ARE MY VOTING RIGHTS IN THE CONDOMINIUM ASSOCIATION?

On all matters upon which the membership shall be entitled to vote, each Residential Unit shall be entitled to one (1) vote and the Hotel Unit shall be entitled to seventy-five (75) votes. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

#### HOW DO I PREPARE FOR UNUSUAL WEATHER CONDITIONS IF I DO NOT RESIDE FULL-TIME IN BAL HARBOUR NORTH SOUTH CONDOMINIUM?

Unit Owners, Tenants and/or other Permitted Users who plan to be absent during the hurricane season must prepare their Unit prior to departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage. Unit Owners must furnish the Residences Management Office with the name(s) of such responsible firm or individual.