

MIRASOL OCEAN TOWERS CONDOMINIUM

2655 COLLINS AVENUE/ MIAMI BEACH, FL, 33140

RULES AND REGULATIONS

TABLE OF CONTENTS

1. DECLARATION OF PURPOSE OF RULES & REGULATIONS AND PENALTIES	Page 2
2. GENERAL RULES	Page 3
3. ANIMALS	Page 6
4. FIRE PREVENTION	Page 7
5. LAUNDRY ROOM	Page 8
6. LUGGAGES AND SHOPPING CARTS	Page 8
7. MOVING/DELIVERIES	Page 9
8. PARKING	Page 10
9. RECREATION ROOMS	Page 11
10. RENTAL OF UNITS	Page 13
11. SAFETY	Page 14
12. POOL	Page 15
13. UNITS' RENOVATIONS	Page 17
14. FOBS	Page 18
15. FINING PROCEDURES AND VIOLATION SCHEDULE	Page 19

DECLARATION OF PURPOSE OF RULES & REGULATIONS **AND PENALTIES**

These Rules & Regulations apply to all unit owners, renters, guests, contractors and trade people.

These rules are for the benefit of all residents of this condominium.

It is the intention to enforce violations of these rules by notices and or by fines or other disciplinary action by the Board of Administration.

All residents are required to obey these rules.

GENERAL RULES

The purpose of the Rules and Regulations (R&R) is to establish uniform guidelines to be followed by all residents of Mirasol Ocean Towers (both unit owners and renters). The Building Manager is responsible for the enforcement of the R& R. 2018

1. All exit doors, apartments and laundry doors must be closed at all times.
2. No doormats or other objects shall be placed in the halls or doors, nor shall any linen, clothing, curtains, rugs, or other articles be shaken or hung from any of the windows, doors or balconies.
3. Everyone should prevent "objects" (especially cigarette butts) falling from a window, balcony, or thrown from the premises, or water swept off. "Watering balcony is not permitted." Cleaning with water of balconies is only permitted when it rains. Only water must be used, no other chemicals are allowed. **2018**
4. You must have your storage units registered in the office. The Mirasol administration is not responsible for anything placed in your storage units. No flammables or oil paint cans are allowed in the storage units. All unclaimed objects out of the storage units will be discarded. **2018**
5. **No one should distract the front desk employees or any other employee. No resident or owner can give direct orders to any employee. This is the responsibility of the manager and the employees cannot obey any order other than from the administration. 2019**
6. Employees of the Condominium are not permitted to work in residents' units during regular working hours unless it is an emergency or told to do so by the Building Manager. **2018**
7. Unless it is voted otherwise by the board of directors in a regular board meeting, the Building Manager shall be the only person responsible for directing and supervising employees of the Condominium during regular working hours. Employees of the Condominium can work after regular working hours using the following schedule: **2018**

Weekdays 5:00 PM – 8:00 PM

Saturday 9:00 AM – 5:00 PM

No holidays
8. No resident shall make or permit excessive or disturbing noises in the building "at any time", including playing musical instruments, radios, T. V., etc. in such manner as to disturb in any way other residents. As a result of the City of Miami Beach Noise Ordinance this situation will be considered critical after 10PM and before 8AM.

9. Antennas and or dishes are not allowed to be attached to any of the building's common areas including balcony railings, floor, walls, etc. Any unit found to be in violation of this will have the dish removed without notice and all costs including repairs to the common area charged to the Unit Owner.
10. No signs, awning, canopy or other projections shall be attached to or placed upon the outside walls, windows or balconies. Except the American Flag on Holidays which can only be attached to the balcony handrails.
11. The Condominium shall retain a unit key to all residential units and the AC room. It is the responsibility of the owner to make sure that management has a copy of the keys. If access to a unit and/or AC room is not available and it is necessary to enter any of them for the safety or emergencies of the building, any such expenses that are incurred are the sole responsibility of the Unit Owner and the Unit Owner will be invoiced for the same amount. **2018, 2020**
12. It is recommended that all unit owners have their a/c units serviced and cleaned at least one time per year. If there is water dripping from the A/C unit which damages the carpet with water marks the unit owner will be fined \$100.00.
13. No cooking shall be permitted on any balcony. **2019**
14. No storage of flammables may be stored in balconies, inside the unit or in the A/C room. **2018**
15. No unit Owner shall screen or otherwise enclose his balcony. Curtains and drapes (or linings thereof), which face to the exterior windows or glass doors of residential units, shall be uniform in color throughout the building. Said color shall be light color such as white, light gray or light beige. **2018**
16. No exterior window treatments are permitted.
17. Carpeting of terraces and/or balconies is prohibited. **2018**
18. Type "A" units can have no more than six (6) persons residing in the unit. Units" B" and "C" can have no more than four (4) persons residing.
19. The Building Manager must be notified in writing (emails are accepted) at least five (5) days before the arrival of any guest(s) "who will reside in the premises during the absence of any Unit owner. The Front Desk Staff will be ordered to DENY entrance to the building of any person(s), without prior written approval from the Manager's office. This includes family, friends or visitors to whom hospitality is extended. **2018**

The maximum amount of time that a guest can stay is 30 days. 2019

20. Any damage (including water damage) to the common areas and owner units is the responsibility of the unit owner that caused the damage. All owners are encouraged to carry a homeowner's insurance policy for their protection. The Association will attempt to facilitate communications

between owners but will not be responsible for repairs.

No person is allowed in the common areas in socks and/or barefoot, and without shirts and/or cover-ups at any time. A first offense will generally be met with a written warning. A fine of \$75.00 will be given to the unit owner for any subsequent offense. **2018**

21. All alterations and renovations must obtain permits and follow the rules established at Contractor's Package. **2020**
22. Smoking is only allowed on the **garden** East and North sides of the pool's deck area areas but not on the paved pool area. Smoking is not allowed in any other Common Area of the condominium. **2020**
23. No owner may transfer the property to another person or corporation without first obtaining the written approval of the Association, with the exception that the owner will be free to transfer or give his unit through a gift, inheritance or through a will that passes to their spouse, adult children, parents, parents-in-law, adult siblings or any of them without restriction, however, provided that the designated person is subject to article 8 of the condominium statutes that states that any person who acquires a unit must first be approved by the Association and undergo the selection process before moving.
24. **Entrance to the building** All Mirasol Ocean Tower residents must use their master key (FOBS) in order to enter. If you do not have a master key (FOB) with you, you will need to provide a valid ID to the front desk attendee showing that you are a resident of MOT. ALL VISITORS - must speak to the Front Desk attendee before gaining access to the building. The Visitor/s must be ready to provide the number of the unit and the name of the resident is/are visiting. If the person is not on the MOT resident roster, the visitor will be denied access. **2020**
25. **Vendors & Contractor's** hours for the Association run projects can be from 8:00 -5:00 PM, Monday to Friday including access to units if so, required by the project.
Association reserves the right to work on Saturdays
No work is allowed on Sundays and Holidays. **2021**

ANIMALS

1. NO PETS ARE PERMITTED IN THE CONDOMINIUM.

2. SERVICE ANIMAL DEFINED BY TITLE II AND III OF THE ADA

- a. A service animal means any dog that is individually trained to do work or perform task for the benefit of an individual with disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.
- b. A service dog can enter all common areas of the condominium.

3. EMOTIONAL SUPPORT OR THERAPY ANIMALS

- a. Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either.
- b. They do not have the same rights as a service animal. They shall not be walked around the common areas unless they are in a stroller or carried and only to take them out the building using the service elevator if it is available, if not, using the other elevators. Always using a leash and exiting through the East door or side door. **2019**
- c. Animal waste within the Association shall be picked up and properly disposed by the person who owns/controls the animal. **2019**
- d. The association reserves the right to remove or restrict any animal that is deemed, a dangerous animal, a nuisance, or otherwise bit, attacked, or exhibited aggressive behaviors to any person or other animal prior to the passage of this rule or thereafter. **2019**
- e. Any person's failure to adhere to this rule, including the failure to be able to adequately control their animal, may result in the association demanding the removal of said animal. Any person who fails to adhere to the decision of the Board of Directors may be the subject of additional legal action including fines. These could be \$100 per occurrence and up to \$1000 and a lien could be imposed to the owner of the property. **2019**
- f. Each resident who has an animal accepts to indemnify the association and hold the association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such owner or resident having any animal on the property. **2019**

4. REQUIREMENTS

- a. Documentation needs to be submitted to the Management Office proving that the animal is a Service Animal or an emotional Support or Therapy Animal. No animal will be allowed to reside in the Condominium until the documentation is submitted and approved.
- b. The review process should not take more than two (2) business days.

FIRE PREVENTION

1. No combustible, flammable, or other can be stored in the A/C closets. A/C closets are for the sole purpose of housing the A/C and shall not be used any time as storage. Management has the right to inspect the closets for safety reasons. **2018**
2. No flammable combustible, or chemical substances shall be kept in any unit or storage area or parking space of your unit. **2018**
3. Do not throw cigarette butts from the balconies or terraces. This is a serious safety hazard. Dispose of cigarettes inside your unit.
4. All apartment doors and exit doors to hallways must be closed at all times.
5. As a safety precaution, all residents should turn off their Christmas or other holidays lights before leaving their apartments or retiring for the night.
6. In case of fire, feel your unit door before opening it, if door is hot, do not open, fire may be on your floor. If not, proceed by stairs to the Lobby only IF your unit speakers are informing you of this, otherwise, stay in your units. Never use elevators.
7. Observe and comply with all fire department rules and regulations. Residents must listen and follow instructions from the Fire Alarm Voice Annunciation System and the Fire Department.
8. All residents must exercise caution before leaving their unit, "No Candles or other should be left lit when the unit is vacant."

Word of Caution: Do not place paper or cardboard items on top of the stove. **2018**

LAUNDRY ROOM

1. Clean the lint filters before and after each use of the machines.
2. Do not overload machines.
3. Carry detergents in plastic bags.
4. No laundry is to be left in the sink or in the machines after the cycle has ended.
5. No faucets are to be left running or dripping. The resident must clean the utility sink after each use.
6. Wipe off machines after each use.
7. Use the laundry room on your floor only, unless it is an emergency
8. Maintain laundry room window and door closed at all times
9. Do not keep your neighbors waiting – finish as soon as you can – KEEP YOUR EYES ON THE CLOCK.
10. Use the numbering system on the wall as a good neighbor.

LUGGAGE AND SHOPPING CARTS

1. Carts are for the sole use of residents.
2. No luggage shall be transported throughout the main lobby, except when the service elevator is broken or rented for a move. Use the service elevator and the corridor where the card room is located.
3. Because of Association liability, carts cannot be removed from the building
4. Front Desk must log, name, time and unit of person using a cart prior to giving a key to unlock a cart.
5. Carts must be brought back within a reasonable amount of time, locked, and the key returned to the Front Desk.

MOVING/DELIVERIES

1. All move ins, move outs, or deliveries of goods including but not limited to construction materials, requiring three (3) or more use of the service elevator must be scheduled and approved by the Management Office at least 48 hours prior to usage. Any variations of this policy must be approved by the Manager. Elevator reservations are on a first come first serve basis. Only one delivery will be allowed per day.
 - a. Moving furniture inside or to the outside of the building can only be done through the service elevator
 - b. Moving appliances or construction material for renovation of units whether is to remove or go up can only be done through the service elevator.
 - c. For the previously mentioned activities, the service elevator has to be reserved.
 - d. Under no circumstances can the other elevators be used for any of the aforementioned activities.
2. There is a non-refundable fee of \$50 for 2 hours of reservation of the elevator or \$100 for 4 hours reservation of the elevator. (money order or cashier's check). A reservation request will not be processed if not accompanied with the appropriate fee. The day of the move, the unit owner, renter or his/her representative will verify the area for any existing damage. After the move, the person will once again inspect the area with a Mirasol representative, to verify if there is any damage. Any damages to the common areas as a result of the service requested, will be the responsibility of the person signing this request and charged to the unit owner. Delivery companies must provide proof of insurance prior to using the elevator. **2020**
3. The day of the move/deliveries the unit owner, renter, or his/her representative will be provided the keys to the elevator with an explanation on how to use the elevator by the security guard. This person will render his/her driver's license to the guard who will return the key when the elevator key is returned.
4. All moves and deliveries are limited to Monday- Friday between the hours of 9:00 AM to 1:00 PM. No reservations on holidays.
5. In case the moving personnel take more than the paid 4 hours there will be a charge of \$25.00 for each additional hour or part of it, charged to the unit owner.
6. All items shall be loaded at the basement level only. **2018**
7. Packages arriving by mail or special delivery will be held and a message will be sent via concierge plus, text, email or phone call. Large packages that don't fit behind the front desk package area must be picked up within 24 hours, otherwise they will be returned to the sender. **2020**

PARKING

(SPEED LIMIT SHOULD BE 5 MPH)

1. Each unit has an assigned parking space. Some unit owners have purchased from the Condominium, the right to use and additional parking space. Do not use any other space except your assigned space(s). Park correctly in the center of the space allowing enough room for the car on either side of yours. Park **“HEAD IN ONLY”**. Any resident renting their assigned parking space must first have to notify the Management office. **2018**
2. Parking in a space not assigned to a specific unit will be considered a violation. Any car parked in an unauthorized space may be subject to a boot being attached to the vehicle and a fine of \$75.00 collected unless the unit owner of the other space has given permission to use it in which case, you must post a piece of paper with your name and apt. number on the dashboard of the car. Opening of the garage gates for service providers, and contractors is prohibited. The Front desk staff cannot open the gates to the garage.
3. No parking space may be rented to a non-resident of the condominium. **2018**
4. Cars are not allowed to be washed by hosing with soap and water in the garage. No mechanical repairs of cars are allowed except for emergencies and authorization from the Management Office. Any car that is inoperable must be removed from the parking area within forty-eight (48) hours from the time the management office is made aware of this.
5. Cars must be repaired if oil is dripping from it. If not repaired within two (2) weeks from the day officially notified by the Management office, the owner will be subject to a fine of \$100.00 for each day after the (2) weeks that the car is not removed. **2018**
6. Visitors parking is located at the Front entrance of the building. All visitors must pay the fees posted at the Front Desk. All unauthorized vehicles or vehicles that do not pay for parking, may be subjected to a boot and/or towing at owner's expense.
7. No one shall be permitted to park in a Guest Parking space for more than four (24) hours (no exceptions). Payment offered that exceeds the 24-hour limit will not be accepted by the Front Desk.
8. Only one motor vehicle (car, motorcycle, Vespa or similar) is authorized to park at any assigned parking space. Owners or renters can be authorized to park at an open board meeting. Nothing other than the abovementioned vehicles can be stored in the parking space or adjacent areas. **2020**
9. All trash must be deposited in containers placed by the elevators. Be a good neighbor, do not litter garage floors.

RECREATION ROOMS

1. FIESTA ROOM

- a. Will be rented to residents for six (6) hours for \$250.00. The period may be extended at the discretion of the Board of Directors.
- b. The room will be inspected before and after the rental. The room must be left in the same condition as it was found.
- c. To cover any damages, a deposit of \$500.00 is required. This deposit will be refunded if there are no damages. In the event that damages exceed \$500.00, the resident responsible for the rent will be billed for the additional expenses. **2018**
- d. Maximum capacity is 160 persons. **2018**
- e. For other activities than parties permitted in the Fiesta Room will be at the discretion of the Mirasol Board of Directors.

2. BALL ROOM

- a. Will be rented to residents for six (6) hours for \$100.00. The period may be extended at the discretion of the Board of Directors.
- b. The room will be inspected before and after the rental. The room must be left in the same condition as it was.
- c. To respond for damages, a deposit of \$500.00 is required. This deposit will be refunded if there are no damages. In the event that damages exceed the \$500.00, the person responsible for the rent will be billed for the additional expenses.
- d. Maximum capacity is 60 persons.
- e. For other activities than parties permitted in the Ball Room will be at the discretion of the Mirasol Board of Directors. **2018**

3. PARTY REGULATIONS – FIESTA ROOM & BALL ROOM

During the time of the party, the doors of the party room must remain closed. The party as well as consumption of food and beverages must be confined to the interior of the room, not throughout any other part of the building. **2018**

4. FLORIDA ROOM

- a. Is for the use of all residents and will remain open between the hours of 9:00 AM - 11:00 PM. This room will not be rented for any activity. **2020**

- b. Any resident has the right to have a gathering in the Florida Room as long as they will allow access to all residents that would like to use the room during the event. The room shall be left in the same condition that it was found, otherwise there will be a fine up to \$200 not including the cost of damages to replace furniture or other items. **2019**
- c. Loud noise and improper conduct are not allowed at any time. **2019**
- d. The Florida Room shall be used for personal enjoyment only. Business gatherings are strictly prohibited and will be subject to a \$200 fine. **2019**

5. GAME ROOM

- a. Can be used by all residents and will remain open between the hours of 9:00 AM – 1:00 AM. This room will not be rented for any activity.
- b. The equipment for use in this room will be available at the Front Desk.
- c. A refundable deposit of \$20.00 is required to get the cue sticks and the billiard balls. All users must sign for the equipment and will be held responsible for loss and/or damages upon its return. **2018**

6. GYM ROOM

- a. The gym is for the use of residents unless the owner obtains prior approval from the Management for a particular guest to be allowed to use the GYM by themselves. Access to the gym is available to all residents by using the Medeco key (FOBS). No children under 14 years of age are allowed to be in the gym without an adult resident. Children cannot play with the equipment for safety reasons. **2018**
- b. For safety reasons, athletic shoes (tennis shoes) **MUST** be worn at all times in the gym.
- c. Gym users must not move the equipment from its assigned location
- d. Gym users **MUST** be aware that the gym is TV monitored by the Front Desk staff all times.
- e. At the completion of the exercise on a particular machine, the gym user shall turn off the machine.
- f. Excessive noise and/or loud music will not be permitted while at the gym.
- g. Before leaving the Gym, make sure to turn off the light, TV, and fans, lock the door and report any equipment malfunction to the Front Desk.
- h. Violators of any of these rules will be subject to a fine of \$100.00 each time and could include prohibition to use the gym.
- i. The Association, the board of directors as well as the manager, assume no risk or responsibility arising out of unit owners, residents or guests use of the gym.

RENTAL OF UNITS

1. Rentals of units shall be limited to only one time a year.
2. Rentals of units shall be restricted to a minimum of three (3) months. Subleasing is strictly prohibited. No Airbnb or VRBO or any other short term rental is permitted. Violator will be fined. Tenants will be evicted. **2019**
3. A security deposit by the renter of one (1) month of rent or \$2,000 whichever is higher, is required regardless of lease length.
4. If damages to the common areas by the actions of the tenant(s) exceed the amount deposited by the renter, the unit owner will be responsible for the balance.
5. The Association will approve, in writing, all rentals after the application process has been completed.
6. All persons over the age of 18 planning to reside PERMANENTLY in a unit must fill out an application and be approved by the Association prior to residing.
Realtors or owners must provide tenants with: common areas entry key, mail box key, and/or any other form of access to the building or pool area.
7. All lease agreements **must state that they are subject to all rules and regulations of the condominium.**
8. All owners submitting a lease for approval shall sign a form agreeing to terminate the lease upon demand of the Association and bring action to evict the tenant for breach of the Association's Rules and Regulations. The Association has the right to terminate a lease and bring action to evict the tenant for breach of the Rules & Regulations. If the unit owner fails to terminate the lease and bring an eviction action when demanded by the Association, that unit owner shall be responsible for all costs and attorney fees incurred by the Association in terminating the lease and bringing the eviction action. A lien may be imposed upon the unit if necessary.
9. The Association may refuse to approve any future lease submitted by an owner who did not terminate a prior lease upon demand of the Association.

SAFETY

1. Common Elements (Hall - Stairs – Corridors, etc.) shall not be obstructed or used for any other purpose than ingress and egress to and from the units. No personal articles of any type are to be left in any common areas including the garages.
2. For security reasons, no one may leave any door open either leading to the pool area and/or the main building. Do not hold any door open under any circumstance to admit strangers into the building's common areas. No front door to any unit should be left open at any time. **2018**
3. In case of life-threatening emergencies, call 911 first followed by the management office during regular business hours and the Front Desk all other times.
4. In the event of any period of absence (1 week or longer), please make sure you shut off all water valves in your apartment. If you are not aware of the location of the shut off valves in your apartment, please contact the management office.
5. No person of any age or any animal is permitted to play or loiter in corridors, stairways, lobby and public areas. **2018**

POOL

1. All persons using swimming pool do so at their own risk. **WE DO NOT PROVIDE A LIFEGUARD**
2. West gate to the pool area and the North gate to the ocean must be locked at all times.
3. Management reserves the right to deny use of pool to anyone at any time for the safety of that person or others.
4. No children under twelve (12) years of age "will be allowed in the **pool without** the presence of an attending adult eighteen (18) years of age or older. **CHILDREN STILL WEARING DIAPERS CANNOT BE IN THE POOL UNLESS THEY ARE WEARING SPECIAL SWIMMING DIAPERS.**
5. Showers must be taken before entering pool to remove oil, tar and sand. Before entering pool area and building, wash off feet at faucet provided by pool gate.
6. For insurance purposes, no food or drinks, (water is allowed on plastic containers) are to be consumed at any time in or around the pool's deck area. Food and/or drinks are permitted outside of the pool's deck area. **2018**
7. Loud music, shouting or other disturbances will "NOT" be tolerated in or around the entire pool area.
8. All lounges and chairs must be covered with towels to prevent staining the chairs. The chairs cannot be moved around. **2019**
9. After leaving the pool area, bathers must "wear shoes, shirts or cover-ups, and should dry off before entering the building. No dripping bathing suits are allowed in the building. All bathers must use the service elevator **AT ALL TIMES.**
10. In order to comply with insurance regulations and to avoid accidents, users of the pool area shall not be permitted to participate in games which involve, diving, ball playing, Frisbee throwing, running, bikes, skates or skateboards. Please stay off the safety rope.
11. No rafts, floats, rubber boats or surfboards are permitted in the pool at any time. Inflatable life savers may be used by small children if worn on person only. **2019**
12. No one is allowed in the pool when it is lightning and thundering.
13. You are responsible for your visitors' and guests' behavior and you must **be present** when they are in the swimming pool area. You are not permitted to give your visitors and guests a Master key of the building and pool area. You are permitted to give keys to the common areas when your guests and visitors are staying in your unit without your presence, but the Management office must have been notified in advance of their stay and have approved the stay.
14. Smoking is only allowed on the **garden** East and North sides of the pool's deck area areas but not on the paved pool area. Cigarettes can only be disposed of at the ashtray provided. **2020**

15. The picnic area known as THE OASIS next to the swimming pool and under the coconut trees, can be used on first come first serve basis, but it can also be reserved. A refundable reservation fee of \$25.00 will be charged, and everyone must respect a previous reservation. Whoever uses this area, must leave it thoroughly clean and the same condition as given. This deposit will be refunded if the area is left clean. In the event that it is not clean the \$25.00 will not be refunded. If there are damages, the person responsible for the reservation will be billed for the expenses to repair/replace damages. **2018**
16. Bicycles, tricycles or skateboards are not permitted in the pool area. **2019**
17. Children under 12 are not allowed to play unaccompanied on the second floor of the cabanas. **2019**
18. No one is allowed to lean or sit on the rope located on the middle of the pool. **2019**

UNIT'S RENOVATION

1. If you are considering any alterations or renovations of your unit, you must download a contractor's package from the Association's webpage at mirasolcoasttowers.com which must be completely filled out, detailing what you are planning to change and the contractor that you have hired. The Association must approve the work to be done prior to obtaining city permits. All permits must be in the management office prior to the commencement of any work. The contractors must be approved by management after full disclosure of licenses and insurance.
2. The owner of the unit being renovated will give a \$1,000 refundable deposit for any alteration or renovation being done to cover any possible damage to the common areas. All common areas must be protected including hallway carpeting. Any damages will be deducted from the deposit. If damages exceed the deposit, the owner will be held responsible for the balance. 2018
3. **The person in charge of** delivery of materials, as well as contractors and their employees must sign in at the Front Desk before going to work. They must use the service door and the service elevator only. Materials should be brought through the basement garage and into the service elevator prior to taking to the unit being worked on. All deliveries must be approved and scheduled with the office prior to delivery. See section Moving/Deliveries. **2018, 2019**
4. The Manager or an assigned person will inspect the work being done for compliance with the original work approved by the Association. Upon completion of the approved work, by the Association Manager, the deposit of \$1000 (or whatever is left of it if there was any damage to the common areas), will not be returned to the owner until a copy of the final and closed permit is furnished to the Association. **2018**
5. The installation of garbage disposals is not permitted in the units in accordance to an ordinance by the City of Miami Beach.
6. Washers, dryers and Jacuzzis are not permitted in the units.
7. Contractor hours are from 9:00 AM – 5:00 PM, Monday – Friday. No work is allowed on Saturdays, Sundays and Holidays. Employees of the Condominium are not considered contractors for this clause. **2018**

FOBS

1. Apartments type A will receive up to 6 FOBS of which up to 3 are free and 3 can be purchased according to the individuals who own the unit or who were approved to live in the unit by the office or approved lease agreement. If the apartment is leased, then the fobs will be approved only to the lessees and the owner will have to surrender their fobs. See number 3. **2020 No fobs will be provided without name and photo.**
2. Apartments type B and C will receive up to 4 FOBS of which 2 are free and 2 can be purchased according to the individuals who own the unit or who were approved to live in the unit by the office or approved lease agreement. If the apartment is leased, then the FOBS will be approved only to the lessees and the owner will have to surrender their FOBS. See number 3. **2020 No fobs will be provided without name and photo.**
3. FOBS will only be given to either the owners or the tenants but not both. If an owner rents their apartment, they must surrender their FOBS to the renters and the owners will not have access to the common elements, consequently, the renter must first go to the office and update their information on the FOB before they can use it. **2020**
4. Each person that receives a FOB has to take a picture at the office and their necessary information has to be updated for that FOB. **2020**
5. Car stickers will be provided for each parking space. Owners must bring their information to the office including car brand, model, color and license plate number. Owners that have two cars but only one space can purchase an additional sticker. Owners who rent their parking space have to write a letter or email to the office approving their parking rental and a temporary card will be issued to the approved renter. A refundable security deposit will be charged for temporary cards issued to owners who have a car that is used on a temporary basis such as loaners or rentals.
6. Contractors, workers, deliveries, care takers and cleaning personnel should be registered in advance or the owner/renter needs to be contacted for approval before entering the building. They will be given temporary cards upon leaving their ID at the front desk during the duration of their visit. These need to be returned upon exiting the building. **2020**
7. Misplaced or lost FOBS and or car stickers can be purchased with a check or money order at the management office M-F from 9am to 5pm. **2020**
8. Residents must use their FOBs to enter the building. NO exceptions. **2020**

FINING PROCEDURES AND VIOLATION SCHEDULE

Every Owner and occupant must comply with these procedures.

Notwithstanding any violations of any of the Rules and Regulations that cause nuisance or damages to the property and/or its residents, owners, lessees, and/or guests, fee(s) and/or fine(s) may be applicable and may be added to the quarterly assessment and/or billed against security deposit submitted for common area.

VIOLATION SCHEDULE

Animal Violations is not to exceed:

- 1st Offense- Warning
- 2nd Offense-\$100 Fine not to exceed
- 3rd Offense- \$100 Fine + Legal Action

Vandalism is not to exceed:

- 1st Offense- \$100 Fine + Cost of Repair
- 2nd Offense- \$100 Fine + Cost of Repair + Warning
- 3rd Offense-\$100 Fine + Cost of Repair + Legal Action

General Violation of Rules & Regulations:

- 1st Offense- Warning
- 2nd Offense-\$100 Fine
- 3rd Offense- \$100 Fine + Legal Action

Safety Violations is not to exceed:

- 1st Offense- \$100 Fine + Cost of Repair
- 2nd Offense- \$100 Fine + Cost of Repair + Warning
- 3rd Offense-\$100 Fine + Cost of Repair + Legal Action

FEE SCHEDULE

Improper Disposal of Trash

- 1st Offense- Warning
- 2nd Offense-\$100 Fee
- 3rd Offense-\$100 Fee + Legal Action

Curb your dog fees

- 1st Offense- \$100 fee
- 2nd Offense-Warning + \$250 fee
- 3rd Offense- \$500 Fee + Legal Action

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

These procedures as well as all Rules and Regulations adopted by the Board of Directors shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guest, invitees, servants and lessees.

Failure of an Owner or occupant to so 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, in the sole discretion of the Board of Directors of the Association may levy a reasonable, fine or fine(s) upon an owner for failure of an owner of the unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association

By Laws or reasonable Rules and Regulations of the Association. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not exceed \$100 per violation or \$1,000 in the aggregate, provided the following procedures are adhered to:

- a. Notice: The party against whom the fine or suspension is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said written notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, Association By Laws, or Association Rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- b. Hearing: The noncompliance shall be presented to the Fining Committee, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Committee. A written decision of the Committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
- c. Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- d. Violations: A single notice may allege a continuing violation to a maximum fine by law.
- e. Payment of Fines: Fines shall be paid no later than five (5) days after fine is approved by the committee.
- f. Application of Fines: All monies received from fines shall be allocated to miscellaneous income.
- g. Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

2021

APPROVED