



Condominium Association, Inc.

RULES AND REGULATIONS

Updated May 5, 2016.

These Rules and Regulations are published and were established to provide a measure of civility and order within the Association. They are not to restrict your enjoyment but to enhance it. These Rules and Regulations apply to all owners, lessees, guests and contractors. Non-compliance with any of these rules can result in the imposition of a fine to be levied against an Owner.

Section 1: Common Areas

- a) The sidewalks, entrances, passages, vestibules, elevators, lobbies, hallways and other areas which are common areas of the Condominium shall not be obstructed or used for any other purpose other than entry and exit to and from the condominium property. Nor shall any carts, bicycles, carriages, mats, chairs tables, garbage bags or any other objects be placed or stored in these areas.
- b) The personal property of owners/residents must be stored in their respective units or assigned storage lockers or spaces, located on each floor.
- c) No garbage cans, supplies, milk cartons, linens, mops, cloths, clothing, rugs, curtains or other articles, shall be stored, shaken or hung from any window, door, fence, balcony, terrace or other portion of the condominium property.
- d) All refuse, which shall be bagged, shall be deposited directly into the trash chute (not placed on the trash room floor) or in the receptacles (dumpsters) located in the garage.
- e) Recyclable items must be placed in the recycling bins located in two areas of the garage (North and South sides).
- f) Items larger than the opening to the trash chute are not to be forced into the chute. Damage caused by this procedure will be billed to the offending party. Newspapers and trash bags are not to be left on the floor of the trash rooms.
- g) No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit or in the common elements.
- h) An owner/resident shall not cause anything to be affixed or attached to, hung, or placed on the exterior walls, doors, balconies, terraces, patios, windows or doors of the building, subject to the rights of the Commercial Unit Resident as set forth in the declaration.
- i) No owner/resident shall enclose their balcony, patio or terrace, nor shall they change windows or resurface the balcony or apartment floors without prior written consent of the Board of Directors.
- j) Curtains or drapes (or linings thereof), which face the exterior windows or

glass doors of units, or are visible from common or public areas shall be subject to disapproval of the Board, in which case they shall be removed and replaced with acceptable items.

- k) An owner/resident shall not maintain or plant flowers, shrubbery, trees or other plants that encroach or block the view of another owner/resident.
- l) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the common elements, except signs used or approved by the Association as set forth in the Declaration.
- m) No awning, canopy, shutter or other projection shall be attached to or placed upon the balcony, patio, terrace, outside walls or roof of the building without the prior written approval of the Board of Directors.
- n) No exterior antenna or aerials shall be permitted on the Common Elements, and no installations on the roof shall be permitted for any reason, except as may be necessary to conform with Section 207 of the Telecommunications Act of 1996.
- o) No owner/resident shall permit anything to fall from balcony, window or door. No owner/resident shall sweep or throw anything off the balcony onto the common elements. Cleaning or over-watering of plants on the balcony so that water drips or overflows is strictly forbidden. No plants, laundry or other objects shall be kept on the tops of balcony, patio or terrace ledges or railings.
- p) Access to the roof shall be prohibited except with the prior approval of the Association, in the case of tradesmen working on the elevator or mechanical installations, such as air conditioning motors, cooling towers, water treatment, etc.
- q) No structure of a temporary character, nor trailer, tent, mobile home, recreation vehicle or camper shall be permitted on the Common Elements at any time or used on the Common Elements at any time, except by written permission by the Board of Directors.
- r) There shall be no smoking of any kind permitted in the interior or exterior areas of any common area property, except as may be permitted in a designated "smoking area." The Association, in its sole discretion, shall determine the location of the designated smoking area(s). Residents that violate this rule by smoking on common area property outside of the designated smoking area are subject to violations, fines and all other legal remedies available to the Association. (Amended 11/18/15)
- s) Barbecuing on the balcony, patio or terrace is not permitted.

- t) No owner/resident shall be permitted to install any form of window air conditioner or window fan.
- u) No owner/resident shall be permitted to tap into existing Condominium water lines, gas lines or electrical cables or cable TV for any reason, whatsoever.
- v) Owners / residents and their guests may not ride bicycles, wear rollerblades, roller skates, ride skateboards or other wheeled recreational equipment or machines on common area property.

Section 2: Garage / Parking Lots

- a) No trucks, over three quarter ton, campers, mobile homes, motorhomes, house trailers or trailers of any other description, recreation vehicles, boats or boat trailers shall be permitted to be parked or to be stored at any place in or on the Common Elements. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services.
- b) Vehicles which cannot operate on their own power shall not remain on the Condominium Property for more than twenty-four (24) hours, and no repairs of vehicles shall be made on the Condominium Property.
- c) No vehicle shall be parked in such a manner as to impede or prevent access to another parking space. Anyone parking on the Common Elements shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations passed in the future for the safety, comfort and convenience of the residents.
- d) Each parking space which is assigned as an appurtenance to a particular unit may be used only by the owner/resident of such unit, except when the owner/resident has given written permission for use (copy to the Association) to another owner/resident, lessee or guest.
- e) Parking spaces may only be rented to owner/residents and must be registered with the management office.
- f) All vehicles shall be parked within the painted lines and pulled up close to the parking bumpers.
- g) South Bay Club parking decals are required to be affixed to each vehicle owned by or leased by an owner/resident while parked within the Condominium Property.
- h) Vehicles are parked on South Bay Club Property at your own risk. South Bay

Club is not responsible for loss, damage or theft of any vehicle parked on South Bay Club Property.

- i) Washing and waxing of motor vehicles shall be limited to such areas, if any, Designated by the Association for the cleaning of motor vehicles.
- j) Any vehicle not registered and with an unauthorized South Bay Club parking Decal is subject to towing. This is enforced daily by Security.
- k) Bicycles, scooters, and motorcycles may be kept in the owner's designated parking space(s), but, not attached to common elements.

Section 3: Bicycles

- a) Bicycles may be kept in units and/or assigned bike location.
- b) No bicycles may be brought through the lobby to the elevators. Access for bicycles shall be through the garage level elevators only. No scooter or other recreational vehicles may be kept in the unit.
- c) Bicycles must be registered yearly if utilizing the bike storage areas.

Section 4: Security

Security's primary obligation is to enforce the rules and regulations set forth herein, and to protect the common areas from theft or destruction. Security does not provide personal protection for owners, tenants or guests. Any owner, tenant or guest that believes there is a life or safety issue that requires immediate attention is directed to contact Miami Beach Police by dialing 9-1-1.

Section 5: Pets

- a) Any pet which constitutes a nuisance, threat or risk to other Owners or their guests may be prohibited from Common Areas and/or may be reported to animal control. Examples of pet behavior that constitute a nuisance, threat or risk include (but not limited to): dogs or cats that are left unattended in Common Areas or on a balcony; unleashed dogs; dogs or cats that incessantly bark, howl, moan, growl or bear teeth; pets that bite or attempt to bite; pets that exhibit any aggressive behavior; pets that soil, damage or destroy any Common Area property.
- b) All pet owners (owners, tenants and their guests) agree to indemnify the Association, its management, agent and employees (hold harmless) for any claim, judgment, costs or attorney's fee incurred as a result of any injury or property damage caused by any an Owner's pet.

- c) Only common household pets are permitted within South Bay Club. These include: dogs, cats, birds, gerbils, hamsters, rabbits, fish and non-poisonous reptiles kept in a terrarium. Any animals not on this list must be approved by the Association. No Owner may possess more than one (1) pet per unit. All pets must be registered with the Association's management, and must wear a registration tag on its collar. Failure to register a pet will result in the issuance of a fine and/or expulsion of the pet from the premises.
- d) Dogs shall be kept on a leash at all times while in Common Areas and carried in the elevators, hallways, garage and lobby.
- e) Pets are prohibited from entering enter the gym, recreational room, pool or spa.
- f) Pet owners are responsible for cleanup of their pet's waste. Pet waste is proven to attract rodents and other pests, and spreads disease to other pets, in addition to being generally unpleasant. Pet owners that repeatedly fail to pick up their pet's waste left in the Common Areas will be charged a \$100.00 clean up fee for the removal of pet waste and/or the pet may be prohibited from entering Common Area property.
- g) In accordance with city and county ordinances, all dogs and cats must be vaccinated for rabies and all other potentially communicable diseases. All dogs and cats must wear a rabies tag and identification tag, identifying the pet's owner, contact information, and proof of rabies vaccination.
- h) No pets may be left unattended in Common Areas or left on balconies, patios or terraces. Pets may not be left tethered, chained or tied up to any structure upon Common Area property or outside an Owner's unit.
- i) No Owner may breed, sell or board any dogs or cats within the condominium unit. No Owner shall engage in any commercial enterprise concerning animals or pets within the condominium.
- j) Violations of any rule in this section should be reported to the Association.

Section 6: Alterations/ Maintenance

- a) Any structural changes to a unit (flooring, windows, ceiling, cabinets, etc.) must be registered and approved through the management office. Work hours for such projects will be Monday through Friday 9:00 AM to 4:00 PM. No work may be done on Saturdays, Sundays or holidays. Removal of construction debris from the common areas is the responsibility of the unit owner. Protection of the common areas, during construction / alterations requires the use of drop cloths, elevator padding, etc. Delivery of materials for alterations must be coordinated with the office. Licensed contractors are expected for the protection of the

Association.

- b) Owners / residents shall be permitted to install hurricane shutters or coverings, but only those approved by the Condominium Association, both in style and color.
- c) It is the unit owner's responsibility to maintain the unit's air conditioner air handler unit. The unit owner is responsible and liable for the resulting damage to not only their unit but for any damage caused to the common areas and the units below.
- d) Do not flush anything down the toilet except human waste and toilet paper. All other items (condoms, sanitary napkins, paper towels, etc.) could cause stoppages and flooding of raw sewage and water to your unit and the units down below.

Section 7: Pool / Jacuzzi / Spas / Gyms / Steam Room / Sauna / Barbecue Area

- a) No diving is permitted at the pool. No running around the pool deck. No swimming during a rainstorm, thunderstorm or during other dangerous weather conditions. No pool furniture or other inappropriate items are permitted in the pool or spa. No eating, drinking or smoking in the pool or spa. Eating and drinking is permitted on the pool deck, but only if trash is placed in the waste receptacles. If litter and trash accumulates at the pool area, the Board or Management at its discretion reserves the right to prohibit all eating and drinking on the pool deck.
- b) Children under the age of 16 must be under the direct supervision of a parent or legal guardian. Running, pushing, shoving, ball playing, Frisbee playing, diving and horsing around are prohibited.
- c) Any owner, tenant or guest that creates a disturbance or nuisance on the pool deck or in the gym will be required to leave the area and may be prohibited from returning.
- d) The same group may not reserve the BBQ and Recreation Room simultaneously.
- e) West Deck Pool and Jacuzzi are open 6:00 AM to 11:00 PM.
- f) Radios, tape decks, CD players or other types of music are permitted only when used with personal headphones and may not be audible in the common areas.
- g) Live music is prohibited at the pool and barbecue area, except for such affairs as the Condominium Association may sponsor for the benefit of the entire membership of the Association.

- h) Children less than 36" in height are required to use swim diapers.
- i) Only persons 16 years of age and older may use the Jacuzzi, sauna, or steam room.
- j) No glass is permitted in the pool, pool deck, or barbecue area.
- k) All persons utilizing the Pool or Jacuzzi must be in proper bathing attire.
- l) No pets are permitted in the pool or barbecue area.
- m) Additional pool rules and regulations are posted in the pool area. Use of the pool, Jacuzzi and barbecue areas of the condominium is at the user's own risk. No lifeguards are posted at the pool deck.
- n) Boaters and their guest may not use the pool deck to wash sand off themselves or their equipment. Water is provided on the boat dock for this purpose.
- o) Scuba divers shall not use the Pool or Jacuzzi to wash the sea salt from their equipment or clothing.
- p) Pool furniture, tables, chairs and umbrellas shall not be moved from the pool area.
- q) Residents and guests are reminded to dry off completely before walking across the tile floors in the common areas. This is a safety precaution so no one slips on unnoticed puddles of water.
- r) The pool, Jacuzzi, gym, sauna, steam room, recreational room, boat docks, and all amenities for that matter, are to be used only for recreational purposes only. No resident shall teach, nor shall they receive, any classes, private lessons or instructional courses on any common area property, regardless whether a fee is charged. Examples of prohibited conduct include, but is not limited to: swim / diving instruction, scuba instruction and certification, personal training, boating instruction, yoga, meditation. This rule excludes lessons or courses for non-physical activity, provided that no fee is charged. Examples of activities excluded by this rule: bible study, painting courses, etc. Amended 11/18/15.
- s) Gym hours are 6:00 a.m to 11:00 p.m. The gym may not be occupied for any reason other than recreational exercise. No instructional courses shall be conducted at the gym, regardless whether the participants pay a fee. No outside equipment may be brought into the gym. Floor mats must be used where appropriate. Occupants of the gym should wipe down equipment after use. Music can only be played from personal listening devices through headphones or ear buds. Music shall not be played at a volume that is audible to others. No

trash may be left in the gym.

- t) No lifeguard is present at the pool, so it is the responsibility of all Owners, tenants, visitors and guests to ensure their own safety. Owners, tenants, visitors and guests assume the risk of injury when using the amenities. To that end, only experienced, trained swimmers are permitted in the pool. Children or untrained swimmers are only permitted in the pool when accompanied by an adult trained to swim, and preferably trained in CPR. Children and untrained swimmers are also encouraged to wear flotation devices.
- u) The Barbecue area is open from 08:00 AM to 11.00 PM, however all cooking must stop at 10:00 PM. For private groups, notice must be given 48 hours prior to the event and a cleaning deposit of \$100.00 must be submitted to the Management Office during business hours. A group shall be considered ten (10) or more people (including children) and is limited to a total of fifteen (15). Following use, Security will inspect the area and the deposit check can be collected from the Management Office if the area has been left in good order. Additional fees may be assessed depending on the condition of the area.
- v) The noise at the barbecue area shall be kept to acceptable levels of tolerance. Loud talking, screaming and undue aggravation to unit owners living over the barbecue area or using the pool will not be tolerated, and the offenders will be required to leave the area.
- w) BBQ use for groups is limited to four (4) hours. One BBQ is always available for resident use.

Section 8: Recreation Room

- a) The Recreation Room is open from 8:00am to 11:00 pm.
- b) Upon approval by the Association, an Owner or Tenant may rent the Recreational Room for a private function. One week prior to a private party, a cleaning deposit of \$200.00, must be submitted to the Management Office. Group size is limited to forty-nine (49) people including children. Following use, Security will inspect the area and the deposit check can be collected from the Management Office if the area has been left in good order. Fees may be subtracted from the deposit and additional fees levied if the area is not left in good condition. Should a unit owner desire to reserve the room for an approved event, one week prior to the event, a \$200.00 non-refundable cleaning fee and form must be submitted to the Management Office. Group size is limited to forty-five (45) people including children. Following use, Security will inspect the area and the deposit check can be collected from the Management Office if the area has been left in good order. Fees may be subtracted from the deposit and additional fees levied if the area is not left in good condition.

- c) The noise at the Recreation Room shall be kept to acceptable levels of tolerance. Loud talking, music, screaming and undue aggravation to unit owners will not be tolerated, and the offenders will be required to leave the area.
- d) A party reserved for the recreation room shall not extend beyond the room. Parties may not extend to the pool, Jacuzzi or BBQ areas.
- e) A Resident must be part of the registered party.
- f. The recreational room may not be used by anyone for any purpose which would exclude others from using the room at the same time, unless the room has been formally reserved for use of an event and a deposit is paid. The room may not be used for exercise or instructional courses, regardless whether the participants pay a fee to the instructor.

Section 9: Guests

A Guest is defined as a person visiting a resident for a period of more than forty-eight (48) hours. All guests must be registered with the office using a "Guest Registration Form" which is valid for a period not to exceed thirty (30) days. A resident may request an extension to the Board not to exceed an additional sixty (60) days. After a total of ninety (90) days, the unit owner must make arrangements for his/her "guest" to apply to reside at South Bay Club as a tenant by following the procedures for application to lease the unit.

Section 10: Keys

- a) If you lock your keys in your unit or lose your keys after regular business hours, you must call a locksmith. The telephone numbers of the local locksmiths will be available at the Front Desk.
- b) Management must have a set of keys to your unit. These keys are used only for emergencies or with your authorization to gain access to your unit for repairs and will not be released to anyone. Should the Management Office require access, it would be in the company of Maintenance Supervisor or Security Officer.

Section 11: Move In/ Move Out

- a) Move-in and move-out must be coordinated through the Management Office.
- b) All persons using the elevator for move-in or move-out must pay a non-refundable \$100.00 security guard fee and \$200.00 elevator deposit. Following use, Security will inspect the area and the deposit check can be collected from the Management Office if the area has been left in good order. If damages

above the \$200 deposit are identified, additional fees will be levied.

- c) Only the elevator fitted with padding may be used for moves. Drop cloths and floor coverings must be placed in the elevator during moves to prevent damage to the elevators.
- d) Move-in and move-out hours are 9:00 AM to 4:00 PM Monday through Friday only.
- e) Major personal deliveries (refrigerators, mattresses, etc.) must be scheduled in advance with the Management Office. These items can be delivered from Monday to Saturday from 9:00 AM to 4:00 PM and require drop cloths and flooring covers as well. Following use, Security will inspect the area and if damages are identified, fees will be levied.

Section 12: Front Desk

- a) The front desk will not receive nor disburse any personal property (including keys), other than those items that are received directly from a known shipping carrier (USPS, FedEx, UPS, DHL, etc.), bearing a tracking number. (Amended 5/27/15).
- b) Inform your guests or visitors, they must stop at the front desk and sign in when they arrive.
- c) Residential cleaning personnel must be registered by the Resident at the Management Office to be allowed to enter the unit.

Section 13: Records Requests

Florida Statutes provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. To that end, unit owners seeking to examine or copy Association records shall submit their requests in writing, and the Association shall provide access to Association records within five (5) business days of any written request. Owners shall submit no more than two (2) request for records within a thirty (30) day period.

For any matters other regular simple operational issues such as obtaining a ledger, issuance of fobs, etc., the unit owner must make an appointment to meet with the management team. Owners should place their request, concern or comment in writing so the management team has an opportunity to fully and completely respond to the unit owner. Some inquiries might require consulting with the board, vendors, contractors, or the attorney. For this reason, the Association cannot accept unwritten, "walk-in" record requests or inquiries. Please put your requests for documents or written inquiries in writing and the Association shall respond within five (5) business days of receipt of your request. (Amended 5/27/15).

Section 14: Maintenance Fee Collection Procedures

- a) Maintenance fees are due on the first day of each month.
- b) Owners delinquent ten (10) days will incur a \$25.00 late charge for each category of expense that has not been paid. For instance, if the owner has elected to make monthly payment of two special assessments, and the owner fails to make payment in a given month of regular dues and the two assessments, then the owner would incur \$75.00 in late fees: \$25.00 for the monthly dues, \$25 for the first assessment, and \$25.00 for the second. A late fee will be assessed each month in which a balance continues to accrue.

Section 15: Miscellaneous

- a) The maximum occupancy for a studio apartment is two (2) people. The maximum occupancy for a one bedroom is four (4) people. The maximum occupancy for a two bedroom is six (6) people.
- b) Extermination services are mandatory and the schedule for exterminating service is posted on the bulletin board located near the elevators in garage area and mailboxes.
- c) No vending, peddling or soliciting orders for sale or distribution of any merchandise, devices, services, periodicals, books, pamphlets, or other items or documents are permitted in the Community.
- d) Owners, renters, guests and visitors may not engage in any commercial enterprise whatsoever from any unit located within the Community.
- e) No littering, soiling, defacement, theft or vandalism of Common Area property or private property is permissible by any Owner, renter, guest, visitor, servant or contractor.
- f) No owner, tenant, guest, servant or contractor may create a nuisance of any kind, including noise disturbances (loud use of profanity, arguing, etc.), noxious odors, or any other disturbance that would interfere with another owner, tenant or guests' ability to occupy and enjoy their unit or amenities. This rule prohibits the aforementioned conduct both in common areas, and in private units if the offending conduct creates a disturbance to adjoining unit occupants.

In the case of a verified disturbance or violation, The Management or Association employee will notify the Unit Owner / Resident of the complaint. A Unit Owner / Resident will be given an opportunity to correct the violation. If the disturbance or Rules violation continues thereafter, it shall be subject to enforcement procedures.

I, _____, resident of unit# _____
hereby acknowledge receipt (and completion, where applicable) of the following items

RECEIPT OF:

INITIALS

- Acknowledgement of Rules and Regulations _____

Unit Owner/Tenant (1): _____ Date: _____

Unit Owner/Tenant (2): _____ Date: _____

Given By: _____ Date: _____