



**JOCKEY CLUB CONDOMINIUM
APARTMENTS, INC.**

**PHASE I BUILDING
11111 BISCAYNE BLVD.
MIAMI, FLORIDA 33181
PHONE (305) 899-1237**

RULES AND REGULATIONS

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**JOCKEY CLUB
CONDOMINIUM ASSOCIATION
BUILDING 1**

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RULES & REGULATIONS

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INTRODUCTION

Many of these rules are taken directly from our official condominium documents and are worded in a formal style that is more forbidding than we would like for this "Welcome Package". Please be advised that we wish this community to be congenial and pleasant as possible. All of our staff has been instructed to be courteous to every resident and guests, but if they observe infractions of our rules, they have also been asked to request compliance for the benefit of all of us. *We ask your understanding and cooperation. These rules serve as our laws governing considerate behavior in our community.*

- A. THESE RULES AND REGULATIONS HAVE BEEN ADOPTED ON AUTHORITY OF THE DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM ACT OF THE STATE OF FLORIDA. THEY WERE FORMULATED TO ASSURE ALL RESIDENTS OF THIS BUILDING THE COMPLETE AND UNDISTURBED ENJOYMENT OF THE FACILITIES AVAILABLE TO THEM AND PEACE AND QUIET IN THE PRIVACY OF THEIR UNITS.
- B. THEY ARE ALSO INTENDED TO PRESERVE THE APPEARANCE OF THE BUILDING INSIDE AND OUTSIDE AND TO PROTECT THE HEALTH AND SAFETY OF ITS RESIDENTS. A FURTHER PURPOSE IS TO PROHIBIT ABUSE OF CONDOMINIUM PROPERTY RESULTING IN EXPENSIVE DAMAGE AND REPAIRS.
- C. TO BE FAIR AND IN THE BEST INTEREST OF ALL, THESE RULES AND REGULATIONS MUST BE COMPLIED WITH BY OUR RESIDENTS, GUESTS AND VISITORS. OUR BYLAWS, ARTICLE XVII, SECTION 4, STATES:
"... OWNERS SHALL AT ALL TIMES COMPLY WITH THESE RULES AND REGULATIONS AND SHALL USE THEIR BEST EFFORTS TO SEE THAT THEY ARE OBSERVED AND COMPLIED WITH BY THEIR FAMILIES, GUESTS, INVITEES, SERVANTS, LESSEES AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION".
- D. THE CONDOMINIUM DOCUMENTS BIND ALL RESIDENTS, GUESTS AND VISITORS TO STRICT ADHERENCE TO THESE RULES AND REGULATIONS.
- E. SEVERE PENALTIES INCLUDING POSSIBLE FINES, MANDATORY, NON-BINDING ARBITRATION, AND COURT ACTION AS PROVIDED IN THESE SAME DOCUMENTS AND FLORIDA LAW, MAY FOLLOW WILLFUL VIOLATIONS.
- F. THE BOARD MAY FROM TIME TO TIME, ADOPT NEW RULES OR AMEND PREVIOUSLY ADOPTED RULES AND REGULATIONS GOVERNING AND RESTRICTING THE USE AND MAINTAINANCE OF COMMON ELEMENTS AND UNITS. UNIT OWNERS SHALL BE FURNISHED A COPY OF SUCH CHANGES OR AMENDMENTS.
- G. **PLEASE READ ALL RULES AND REGULATIONS COMPLETELY AND KEEP HANDY FOR YOUR CONTINUAL REFERRAL.** IT IS YOUR RESPONSIBILITY TO SEE THAT ALL RESIDENTS AND GUESTS IN YOUR APARTMENT OBSERVE THESE RULES. IF YOU HAVE MISPLACED YOUR COPY, OUR OFFICE WILL GLADLY PROVIDE YOU WITH ANOTHER COPY.

I. ASSESSMENTS

Payments of monthly assessments shall be made at the Association Office in our lobby. Checks should be made out to the order of "The Jockey Club Condominium Association, Inc.", and are due on the first day of each month. A late fee of \$25.00 will be charged if the assessments are unpaid by the 15th of each month.

II. COMMON ELEMENTS

To maintain the cleanliness of the property, no food or drinks are allowed in any common area with the exception of an authorized event in the Card Room.

No picnic or barbecue in an outside area unless authorized by the Board or Manager.

Domestic help of residents may not lounge in the public areas of the property.

For the safety of all residents, no ball playing, skating, rollerblading, bicycling, skate boarding, or other vigorous activity is allowed within the public areas of the building (corridors, elevators, lobby, social rooms), or on outside common property (parking lots, pool area, lawns, walkways, rear delivery areas).

A. LOBBY

Shoes and cover ups must be worn when coming through the Front Entrance and Poolside doors.

Golf and baseball spiked shoes, skates, rollerblades and skateboards must not be worn when leaving or entering the building.

No bicycles will be allowed through the front door. Use the rear door.

No loitering in the lobby or front of building is allowed.

Small hand deliveries after 6:00 PM must come through front door security.

No solicitors and no soliciting, for any purpose, shall be permitted in the building.

B. CARD ROOM

The Card Room is used for cards, Condominium Association meeting and social affairs of the condominium Social Club.

II. COMMON ELEMENTS (continued)

C. ELEVATORS

No eating or drinking is permitted in elevator.

Smoking is prohibited by law, not only in the elevators, but in all common areas of the building.

Use due care to avoid damage to elevator or injury to the passengers if you board with items such as fishing rods, carriages or bulky items.

Do not delay access of others to elevators by pressing extra floor buttons or holding door open needlessly.

Wait until all passengers exit elevator before boarding.

Resident will be responsible for any expenses incurred to clean or repair elevator resulting from abuse by resident, visitor or delivery person.

D. FREIGHT ELEVATOR

Freight elevator must be used when transporting furniture or large items.

Moving shall be between the hours of 9:00 AM and 5:00 PM Monday through Friday (No Saturdays or holidays). Saturday moves must have the Manager's permission.

Deliveries or disposal of large items on a *single trip basis* may be made through the service entrance in rear of building between the hours of 9:00 AM and 5:00 PM Monday through Saturday.

E. LAUNDRY ROOM

Your laundry should be removed *immediately* after washing cycle and drying cycle so that the machines can be available to other residents. Please remember to remove your lint from the filter in the dryer and turn off the lights and close door when leaving room. Report any malfunction to the manager.

II. COMMON ELEMENTS (continued)

F. PARKING

1. *One numbered parking space* is assigned to each apartment owner and is reserved for the use of that apartment only. Residents owning more than one car must park in unassigned numbered spaces.
2. Fire code and municipal laws prohibit parking in driveway or areas designated as fire lanes. Yellow curbs designate fire lane no parking zones. Cars attended by drivers may stop in front of the building for immediate pick up or discharge of passengers as well as package pickup, but long waits and socializing cause inconvenience to other drivers. Please make your stop as short as possible. 15 minutes parking in a "valet guest parking space" is permitted for a short run to your apartment. Longest valet parking by residents can result in stickers or towing at owner's expense. No trucks are to be parked in valet (guest) parking spaces.
3. Only vehicles with current valid licenses are allowed in parking lot. No vehicle which cannot operate on its own power shall remain on the property for more than 24 hours, and no repair of vehicles shall be made on the property.
4. Bicycle riding, rollerblading, skate boarding, dog walking, ball playing, and any other recreational activity is strictly forbidden in parking lots for obvious safety reasons.
5. Do not exit lot from entrance gate or enter at exit gate.

G. POOL

We have a beautiful, heated swimming pool available for the enjoyment of all residents.

1. No pets, toy, bicycles, skates (rollerblades), skateboards, balls, baby pens, floats or rafts are allowed in pool area.
2. All lounges and chairs are to remain in the area.
3. Children under 12 years of age cannot use the pool unless supervised by an adult.

II. COMMON ELEMENTS (continued)

4. Food is not permitted in the pool area. Beverages are permitted in *non-breakable* containers. No glass containers are allowed in the pool area.
5. Unnecessary noise is a nuisance to others enjoying the pool; therefore, it will not be permitted. Radios and tape players should be equipped *with a headset* for personal listening enjoyment.
6. Running, diving and horseplay in pool area are dangerous and is not permitted.
7. All persons using the pool do so at their own risk. The Condominium Association is not responsible for accidents or injuries. In addition, the managers may deny the use of the pool or pool area to any who breaks the above pool rules.

H. STORAGE BINS

Residents must use only that storage bin located on their floor. No flammable materials such as paint, varnishes, turpentine may be stored in them. The Condominium Association is not responsible for anything stolen from the storage bins.

I. TRASH DISPOSAL AND RECYCLING

1. The trash room. Follow the recycling instructions posted in the trash room for the disposal of separated "garbage" (securely bagged), "clear glass", "metal cans", "plastics" and "newspapers" (string tied). Large objects that will *not* pass through the chute *easily* may be left in the trash room for removal by our porters. Be sure to turn off the light when leaving the trash room.

III. EMPLOYEES

Employees of the association shall not be sent off the property by any owner, at any time, or for any purpose. No owner, Board Member, or resident shall direct, supervise, or in any manner attempt to assert any control over these employees.

Supervision of the employees is the sole responsibility of the manager. You are welcome to discuss any concern about an employee with the manager. The manager shall be in control of the bulletin board.

IV. OCCUPANCY

There is an occupancy limit of two persons per bedroom plus one person per unit.

2. Owners shall not use or permit use of their units in a manner which would be disturbing to or be a nuisance to other owners, or in a manner which would be illegal, immoral, improper, or would cause damage or injury to the reputation of the property.
3. Owners and occupants of units shall exercise proper care to minimize noise in connection with the use of musical instruments, radios, television sets, amplifiers, or other loudspeakers, so as not to disturb other persons occupying units. None of the above will be allowed to be operated or played in any unit between the hours of 11:00 PM and 8:00 AM if the same shall disturb or annoy other occupants of units.
4. Owners shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside of walls of the building. No sign, awning, canopy, shutter, screen or similar items, radio or television antenna, shall be affixed to or placed upon the exterior walls or roof, or any part thereof, and colored window glass shall not be installed, nor silver foil used to cover windows except with the approval of the board of directors or management. Tinting film may be installed on the inside of windows by a firm approved by FPL with the manager's written approval that the association's standards are met. However, accordion hurricane shutters may be installed in a style and color approved by the association and with written approval by the manager.
5. Window covering facing the outside (such as shades, draperies, or curtains) should be light neutral color such as off-white, light gray, light beige in order to give the building a *uniform, pleasing appearance*.
6. No clothes, sheets, blankets, laundry, towels, bathing suits, mop's, etc., shall be hung out or exposed on any part of the common elements, limited common, or any part of the exterior of the building. The common elements and limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.
7. No rugs or other articles may be dusted from the windows or balcony of a unit.
8. No cooking shall be permitted on any balcony, patio, entryway, the limited common elements, or on the property, except in such area, if any, designated by the board or management.

IV. OCCUPANCY (continued)

9. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational, or otherwise shall be conducted, maintained, or permitted on any part of the property or in any unit.
10. No 'sold', 'for sale', or 'for rent' signs, or other window displays or advertising shall be maintained or permitted on any part of the property or in any unit.
11. Nothing shall be done or kept in a unit which will either increase corporation's cost of insurance or result in the insurance being cancelled.
12. Owners will maintain their units in compliance with all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over Jockey Club Condominiums Phase 1.
13. No repairs will be performed within the unit by an owner, contractor or subcontractor prior to 9:00 AM or after 5:00 PM. No work will be performed on Friday, Saturday or Sunday.
14. Access must be given to apartments for extermination on their regularly scheduled days. It is imperative that all apartments be exterminated *at least once a month*. If a private company is exterminating the apartment, the management would appreciate receiving a copy of the contract for their files.
15. The corporation and its management, their agents, employees and licensees, shall have the irrevocable right to have access to each unit from time to time during reasonable hours, for maintenance, repair or replacement of any common elements therein or accessible therefrom or for making emergency repairs therein to prevent damage to the common elements or to another unit. Please see that a current set of your keys is submitted to the office. Your keys will be coded and kept safely locked. Alternately, please let us know we can obtain a set of your keys in an emergency.

V. ALTERATIONS AND ADDITIONS

No owner shall permit any structural modification or alteration or alteration to be made within a unit without first obtaining the written consent of the corporation, which consent may be held withheld in the event that the majority of the board determines, in their sole discretion, that such structural modification or alteration would affect or in any manner endangers the property. If the modification or alteration desired by the owner involves the removal of any permanent interior partition, corporation shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition and so long as the

ALTERATIONS AND ADDITIONS (continued)

removal thereof would in no manner affect or interfere with the providing of utility services constituting common elements.

VI. PENALTIES AND ENFORCEMENT

- A. Enforcement of our rules begins with a request for compliance by a security guard who notices the rules violation or receives a complaint from another resident. Usually that is sufficient, but if the violator fails to comply, the guard will write an "incident report" to the manager who will then ask or write the violator to comply. If the manager fails in his efforts, he can ask the members of the Board Enforcement Committee to meet with the violator to see whether the dispute can be resolved.
- B. The state of Florida permits the condominium to fine violators up to \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$1,000.00.

In practice, the best "enforcement" can be found in our own shared desire to make our home an attractive, enjoyable community among congenial neighbors.

VII. PETS

- A. Owners may house only one household pet per unit.
- B. The pet shall weigh less than 20 pounds.
- C. The pet shall not constitute a nuisance or interfere with the quiet enjoyment of the property by other residents.
- D. When outside the apartment and on building property, the pet will remain in the custody of the owner and on a leash that does not exceed six feet in length.

PETS (continued)

- E. The pet owner is responsible for cleaning any "mess" (feces and/or urine) the pet leaves within the building or condominium grounds.
- F. Any damage to the building or grounds, any personal injury or damage to personal property, caused by the pet, will be the full responsibility of the resident the pet resides with. The resident will be held financially responsible for all expenses involved in restoring damaged property to its original condition and for any personal injury claims.

Residents who violate the pet regulations will be given written notification by the management. The resident is then responsible for correcting the violation immediately. Residents who repeatedly violate the pet regulations will be required to remove the pet.

VIII. SALE OR LEASE OF UNITS

- A. **SALE.** Association approval is necessary in order to complete a sale of any unit. Please inform the office if you have decided to sell your unit. You will need our application form which must be submitted to the office with a \$100.00 dollars processing fee to cover costs to process the application. Your buyer must be interviewed by our screening committee before the association's legal approval can be issued for your closing.
- B. **LEASE.** All tenants must be approved by the screening committee. Only a lease form approved by the association may be used: currently and standard lease together with our Lease Addendum approved by our Board of Directors/ tenants must also observe all use restrictions in the condominium documents and these Rules and Regulations, and these provisions are considered as part of your lease.

Prospective tenants must file our application form and submit a \$100.00 dollars processing fee at the office. A tenant interview with our screening committee is required for a lease to be approved.

Customary leases are for a period of one year or more and any renewals must be approved by the screening committee.

- C. Renters must be present with guest, when guest is using facilities. When a unit is purchased it cannot be leased out for a period of (1) year from the date of purchase.

SALE OR LEASE OF UNITS (continued)

Please note that Florida law restricts use of the common elements to the occupant family and guests of each apartment. If a unit is rented, only the tenant (not the unit owner) may use our recreational facilities.

- D. **GUESTS.** Owners having guests in their absence must notify the Manager, giving their name, date of arrival, and approximate length of stay.

IX. SECURITY

In the interest of building security, the following rules will be observed:

- A. It is forbidden to use the fire staircase to enter or exit the building, except for fire emergencies.
- B. To avoid distractions to security guard, all persons are forbidden to enter the area behind the security desk. Please do not loiter the desk: do not distract the guards from their important duties of observing the television monitors and responding to other needs of our association.
- C. The security phone is for the sole purpose of announcing guests, providing for emergency calls, or other official business.
- D. "Every proposed purchaser of a unit at The Jockey Club, Phase I shall, at the time of making application for a certificate of approval, provide sufficient financial information for the Board of Directors to Determine whether the proposed purchaser is financially able to pay monthly maintenance and anticipated special assessments based upon historical special assessments.

In the event that the Board of Directors determines that the proposed purchaser is financially unable to pay monthly maintenance and anticipated special assessments, a Certificate of Approval may nevertheless be issued if the purchaser makes a lump sum payment of twelve (12) months maintenance in advance to be held in an escrow account by The Jockey Club for a period of five (5) years. The escrow payment shall be returned to the proposed purchaser at the conclusion of five (5) year period if the purchaser is not delinquent in his maintenance and special assessment payment.

However, if the Board of Directors determines in its discretion that notwithstanding a lump sum payment of twelve (12) months maintenance, the proposed purchaser has insufficient income or assets with which to pay its maintenance and/or special assessments, the Board of Directors may deny the prospective purchaser's application for a Certificate of Approval."