



RULES & REGULATIONS

Effective Date:

TEN30 is a residential community, all unit owners and occupants are expected to fulfill their obligations and commitments to respect the other unit owners, occupants and property of the Association and conduct themselves accordingly.

These Rules and Regulations are based on the Association's governing documents consisting of the Declaration of Condominium of TEN30, a Condominium ("Declaration"), the Association's Articles of Incorporation and the Bylaws (hereinafter collectively referred to as the "Governing Documents" and upon policies determined from time to time by the Board of Directors ("Board") elected by Association members. They are designed to establish a framework to set and maintain high standards of appearance and behavior, to enhance the value of the property, and to ensure that everyone enjoys living together at TEN30.

These Rules & Regulations shall apply to unit owners and occupants (guests, renters, family, servants, employees, pets, agents, visitors, or licensees) even if not specifically stated in the following pages. **Violations of these Rules and Regulations or the Governing Documents may result in the issuance of a violation notice, and/or fine to the unit owner, or other actions.**



TEN30 CONDOMINIUM ASSOCIATION INC.
(*"Association"*)

1. APPEARANCE AND SAFETY

1. The appearance of units, doors, windows, fences, gates, railings, or the uniform color scheme of the building may not be changed by a unit owner. No unit owner shall make or permit any alteration or addition to the common elements, limited common elements or to the exterior of their unit, or any structural modification to their unit without prior written approval of the Association.
2. All residential moves (in or out of units) and deliveries pertaining to units must occur Monday through Friday from 9 AM to 5 PM. Moving and large deliveries (any item that cannot be carried by the individual) requires padding the elevator and must be reserved with management at least two (2) business days in advance. A Certificate of Insurance (COI) from the delivery company must be provided to management at the time of the reservation. A refundable \$500 move-in/move-out deposit (check or money order only) is required which will be returned less any cost of damages incurred.
3. No Unit Owner shall erect, construct, or place a satellite dish or device, solar panel(s), television, radio or other antennae of any type or nature whatsoever upon the exterior of any Unit, nor protruding from the interior to the exterior of a Unit, nor located on the Common Elements, Limited Common Elements, or the Condominium Property, without the prior written approval of the Association.
4. Only patio-type furniture shall be placed on balconies or penthouse terraces. No linens, clothing, curtains, rugs, mops, or laundry of any kind or other items shall be shaken or hung from any of the windows, doors, balconies, terraces, or other portions of the condominium property.
5. Propane, charcoal, wood, or electric barbecue equipment on the balconies or penthouse terraces is prohibited.
6. The sidewalks, entrances, hallways, passageways, lobbies, vestibules, garage levels and like portions of the common elements shall not be obstructed in any way or used for any purpose other than for ingress and egress, i.e., no carriages, baby buggies, bicycles, electric scooters, shopping carts, benches, chairs, tables, door mats or other such items or other personal property shall be stored or kept in these areas. Bicycles and scooters must be kept in either individual units or attached to the bicycle rack in the garage. If the bicycle rack is at full capacity, bicycles must be stored in the owner's unit. The Association is not responsible in any way for these bicycles and are stored at the owner's risk of loss or damage.
7. Smoking, vaping, or e-cigarette use is not permitted in the common elements which includes the stairwells, hallways, pool, bathrooms, gym, elevator.



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2. SECURITY AND ACCESS

1. In case of an emergency originating in or threatening any unit, regardless of whether the resident is present at the time of such emergency, the Board, or any other person authorized by the Board, shall have the right to enter the unit for the purpose of remedying or abating the cause/s of such emergency, and such right shall be immediate. The Association or management company will make its best effort to contact the unit owner and/or occupant to notify them of entry.
2. PARKING TAGS can be purchased at a cost of \$150 each, with written permission of the unit owner. For the security of the building the number of TAGS issued shall be limited to the number of parking spaces allotted for the respective unit.
3. Lost or stolen parking TAGS must be reported to management so that they can be deactivated. If an unauthorized person has a PARKING TAG (as determined by the Board) it will be deactivated.
4. For safety and security please ensure that your unit doors are always closed. When leaving the condominium building, please ensure that all doors are closed. Do not grant access to strangers via ButterflyMX or allow unknown people to enter the property when you enter the building.
5. Residents requiring access to the data rooms for AT&T must make an appointment with the property management office at least two (2) business days before access is required.
6. Complaints or grievances by a unit owner should be brought to the attention of management in writing. Tenants (renters) are to direct all complaints to the attention of their Unit Owner or Landlord and NOT to the Board or management.
7. Occupancy of Units may not exceed the number of occupants permitted in accordance with the occupancy guidelines.
8. **Unit owners must refer to and act in accordance with the provisions of the Condominium Docs prior to undertaking any construction activity.** Unit owners must obtain prior written approval from the Association prior to commencement of any construction, remodeling or alterations to their Unit. All requests for approval must be submitted to the management office, including any and all forms required or promulgated by management, along with copies of all signed agreements, permits, and insurance documentation prior to the commencement of any work. All construction pertaining to units must occur Monday through Friday from 9 AM to 5 PM and may not unreasonably disturb the other residents.



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3. LEASES

1. Leases, lessees and occupants of a Unit must be registered with the Association prior to move-in. The Association shall provide a form for registration. This applies to any lease extensions, modifications and/or renewals.
2. All leases shall be in writing, and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Association’s governing documents.
3. Units may be leased or occupied only in their entirety and no fraction or portion may be rented. Individual rooms may not be leased on any basis.
4. No Unit may be subject to more than two (2) leases in any consecutive twelve (12) month period, regardless of term. Every lease shall be for a minimum period of six (6) months.
5. No transient occupancy of a Unit shall be permitted. No unit shall be advertised or held out to the public as a place rented for a period of less than six (6) months or under terms that would otherwise be in violation of any of the governing documents of the Association.
6. All Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of his tenant, which constitute a violation of, or noncompliance with, the Association’s governing documents.

4. PETS

1. **Only unit owners may have pets.** No guest, lessee or invitee shall bring any animal whatsoever upon the Condominium Property.
2. All pets must be registered with the Association.
3. Unit Owners may keep one (1) dog or cat weighing no more than forty (40) pounds; or either one or two cats, or one or two dogs, or one cat and one dog; provided that the combined weight of the cat(s) and dog(s) is not more than sixty (60) pounds.
Pets may not be kept, bred or maintained for any commercial purposes.
Pets may not become a nuisance or annoyance to neighbors. Excessive barking, damage to property, unsanitary/uncleanly conditions, and/or aggressive behaviors will be considered a nuisance or annoyance. Pitbull dogs are not permitted. The Association may prohibit other breeds of dogs at its sole discretion. No Unit Owner shall keep any breed of dog prohibited by local, city or county ordinances. Pets shall never be permitted to run freely upon any of the Common Elements, and shall be carried when travelling through the Common Elements, and when outside a unit, shall be on a leash not longer than six (6) feet long, and shall be in the company of an individual willing and able to fully control it.



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4. Each Owner shall be responsible for the actions of its pets and for immediately cleaning up after each such pet. Pets are not allowed to urinate or defecate on or along the front walkway, in the garage, in or around any areas of the building. All unit owners and occupants are responsible for cleaning up and properly disposing of their pet's urine and feces in the building (hallways, elevators, lobby, mail area) or anywhere on the grounds (grass/plant beds/garage/walkways).

5. PARKING

1. All vehicles must be properly parked within their respective designated parking space. All units must register their vehicles, this can be done on the Property Management portal.
2. Vehicles parked in another unit's designated space may be towed without warning. Expense for towing is the vehicle owner's responsibility. There is no guest parking anywhere in the garage or condominium property. All available spaces have been assigned to the unit owners at the time of original developer's sale of units.
3. Only one (1) vehicle is permitted per parking space or two (2) vehicles if a tandem parking space has been allocated.
4. Except for emergencies (e.g., flat tires, dead batteries), vehicles may not be repaired in the parking garage.

6. POOL & GYM

1. All posted rules and regulations must be observed.
2. The regular hours of operation for the rooftop amenities area will be from 8:00 a.m. to 8:00 p.m.
3. SWIM AT YOUR OWN RISK. There is no lifeguard on duty at the pool. Use of the pool is limited to residents and properly registered guests and shall be at one's own risk. The Association is not responsible for any losses, injuries or accidents that occur in this area.
4. No furniture shall be removed from the pool area. Pool safety items are not to be removed from their stationary positions for the purpose of play or entertainment.
5. Swimsuits are mandatory; no nude bathing is permitted. Cover-ups and footwear must be worn to and from the pool.
6. No ball playing, running games, or loud disturbing music or noise is permitted.
7. Diving or jumping into the pool is prohibited.
8. Guests must be accompanied by residents.
9. No smoking, vaping or e-cigarettes is allowed on the terrace or pool deck.
10. Cover furniture with a towel.
11. Only listen to electronic devices with headphones.
12. Properly dispose of paper, trash, plastic, gum, cans, etc.
13. The two (2) emergency exits from the pool deck must only be used in an emergency and are not to be used as a general thoroughfare.
14. Proper attire must be worn when utilizing gym equipment.
15. All gym equipment should be wiped down with a towel after use.
16. Follow all posted guidelines for use of gym equipment.



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17. The Association is not responsible for any gym related losses, injuries, or accidents.
18. Any damage to gym equipment resulting from misuse will be the responsibility of the unit owner who will be charged for the repair cost.

7. MISCELLANEOUS

1. No unit occupant shall make or permit any disturbing noises, or operate or permit to be operated a stereo, television, radio, or sound amplifier in their unit in such a manner as to disturb or annoy other occupants or which interferes with the peaceful possession or proper use of the condominium property by its residents or occupants.
2. No person shall engage in loud and boisterous or otherwise disorderly, profane, indecent, or unlawful conduct on any portion of the condominium property, including, without limitation, inside any dwelling units, individual terraces, or balconies or in any of the common elements or limited common elements.
3. Residents are urged to maintain building security by keeping unit doors locked. All unit doors must be kept closed when not in use to prevent the spread of fire, minimize the spread of cooking odors, noise to other units, and maintain energy efficiency in the common element and hallways.
4. Nothing shall be swept, shaken, or thrown out of the windows, doors, or balconies, on or into the halls, stairwells, elevator or into the outside areas of the building under any circumstances.
5. Nothing shall be placed onto the balconies which might fall or be blown from the building or might detract from the appearance of the building in the opinion of the Board.
6. Units are to be maintained in such a manner that noxious odors, smoke, pests, do not affect other units. Spills and other mishaps in the common elements should be cleaned up immediately or reported to maintenance.
7. In the event of clogging or flooding, residents should promptly shut off water valves, if necessary, to stop the flow of water and promptly contact a plumber.
8. Unit owners absent for periods of time longer than thirty (30) days:
 - (a) are encouraged to turn off the water line into the unit. This protects the unit's contents and protects the unit owner from expense from property damaged outside the unit from water originating within the unit.
 - (b) or any time during hurricane season, must prepare their unit and designate a responsible firm or individual to care for the unit should a hurricane threaten or should the unit suffer hurricane damage. The name and contact information of such firm or individual must be submitted to management.
 - (c) Any unit owner or resident failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage caused to the property of other unit owners, and/or to the common elements resulting from such failure.
9. The building employees are responsible for the common elements and not the individual units. Employees are prohibited from performing personal favors or working in individual units - voluntarily or fee for service - and these are grounds for termination by management and/or the Association.



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10. No waterbed or flotation bedding system or pools are permitted in a unit unless and until the applicable resident provides insurance in the Association's name in the amount deemed reasonable to protect against personal injury and property damage which may result therefrom.
11. **Unit owners are responsible** for the maintenance and operation of their own water heaters and air conditioning units, plumbing, shut-off valves, electrical, doors and windows, and preventing mold and mildew.
12. The Association shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls and ceiling of unit balconies and roof terraces, and the fixed and/or sliding glass doors or other portions of the entrance ways of said area, if any, and the light bulbs, wiring, electrical outlets, and fixtures thereon, if any. Maintenance and repair of the remaining portion of the balcony or roof terrace shall be the responsibility of the Association.
13. Unit owners, residents/occupants are responsible for any damage caused by their actions or negligence that affects other units or common elements, including, but not limited to water events and fires.
14. It is required that unit owners, renters, residents, occupants carry insurance (personal liability and property) which covers the interior of the unit and their belongings from theft, fire, water, or hurricane damage.

8. VIOLATION PROCEDURES

1. The Association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the governing documents. 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 before a committee. The fine may not exceed \$100 per violation, or \$1,000 in the aggregate.
2. The Association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other Association property for failure to comply with the governing documents. Suspensions shall not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.
3. A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days' written notice to the unit owner and, if applicable, any tenant, licensee, or invitee of the unit owner sought to be fined or suspended, and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed.



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4. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after notice of the approved fine is provided to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner. The Association shall provide written notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner.

9. RECYLING AND TRASH

1. Permitted recycling material such as plastic containers, glass bottles and jars, paper, aluminum cans must be placed in the recycling trash chute. All other trash shall be disposed into the trash room container, or smaller tied or sealed bags (13 gallon maximum) may be disposed in the trash chute on each floor. If the trash chutes are not working, residents must personally take their trash room.
2. Larger items which may clog the chute must be brought down to the trash room and put into the bin and NOT down the chute. ***No cardboard boxes and No pizza boxes.***
3. Bulk trash including all items other than regular household trash such as furniture, chairs, computer equipment, appliances, chemicals must be properly disposed of at the Miami Beach bulk trash sites.

10. RESPONSIBILITIES

1. All unit owners must comply with the Condominium Documents and the Rules and Regulations, and violators will be subject to all remedies available by law. Unit owners are similarly responsible for the renters, guests, contractors, and other visitors they have permitted to access the condominium property. Unit owners are responsible for properly maintaining and servicing all their plumbing, appliances, and electrical fixtures/installations and shall be the responsibility of and paid for by the unit owner. Unit owners are responsible for any costs incurred due to lack of maintenance, negligence or violations or other actions which result in damages or other losses to the Association property.
2. All residents shall comply with the Condominium Documents, Rules, and Regulations, including posted signs. All residents shall also ensure that their guests, visitors, pets, and contractors shall also comply and are responsible for the actions and any damages caused to other units or the common elements. Residents shall pay for any damage to the common elements caused by the moving or carrying of articles belonging to any resident or their guest(s) or invitees. The amount of such payment shall be the costs incurred.
3. The Association is not responsible or liable for any personal property, mail, or deliveries left in any common element area including but not limited to items left in the mail area, bike rack, garage, hallways, or units.

**Let's all work together to ensure the security, safety, and comfort of all those living at
TEN30!**