

FREQUENTLY ASKED QUESTIONS

What is a Condo-Hotel?

Ocean Point Beach Club is a condo-hotel and that means it is a transient property. This is what the City of Sunny Isles defines as a condo-hotel:

*APARTMENT HOTEL — A building containing apartments which may have one or more bedrooms ("lockout rooms") that may be accessed and occupied independent (separate keyed entry) of the primary apartment space and each apartment including any lockout rooms and all facilities and outdoor areas used in common by all tenants are owned, administered and maintained by a corporation created pursuant to Florida Statutes. **No more than 5% of the apartment units may be occupied for more than six months by the same owner, lessee or sublessee.** The owner, lessee or sublessee may occupy the remaining apartments for extended-stay periods of up to six months duration during any twelve-month period.*

Can I live permanently?

According to the city of Sunny Isles zoning regulation: No more than 5% of the apartment units may be occupied for more than six months by the same owner, lessee or sublessee. **The owner, lessee or sublessee may occupy the remaining apartments for extended stay periods of up to six months duration during any twelve-month period.**

***The 5% mentioned above has already been allocated by the Developer**, who designated eight (8) units, authorized and officially recorded in the City of Sunny Isles' records, as permanent residential units.

Can I use my unit for 6 months, leave for a few days and return back for other 6 months?

No, per code sec. 265-5 The owner, lessee or sublessee may occupy the remaining apartments for extended-stay periods of up to six months duration during any twelve-month period.

Can I rent my apartment?

Yes, since this is a transient property, you have two options:

You may either join the Hotel Program, in which case the hotel will handle the rental of your unit and share the revenue with you as the owner, **or** you may rent it privately, provided you comply with the terms outlined in the governing documents, specifically **Section 17.2**.

17.2 Leases. Leasing of Units shall not be subject to the approval of the Association, but every lease of a Unit shall specifically require a deposit in the amount of one month's rent ("Deposit") to be held by the Association, provided, however, that the Deposit shall not be required for any Unit which is rented or leased directly by the Developer or by the Hotel Operator. All leases shall be for terms of at least three (3) months and a Unit Owner may not lease its Unit more than three (3) times in any calendar year, regardless of the lease term.

What documents do I need to rent my apartment?

- All rentals must be pre-registered with the Owner Relations Office.
- Owners must submit a signed lease and a Lease Agreement with the Association before tenant moves in.
- A **one-month security deposit** is required and refundable pending any damage or violations.
- W9 form (from Owner to register as vendor)
- Provide a Vacation Rental License [Short-Term Rentals - Sunny Isles Beach, FL](#)

Do I have an assigned or committed parking space?

No, the parking area is owned by a third party, who operates and manages valet parking services (referred to as the *Easement Parcel* in the Declaration).

Each unit owner is entitled to complimentary valet parking for one (1) vehicle. **A second vehicle must pay the standard valet fee.** Additional valet services may be used by owners or their guests at a 25% discount off the published rates.

Please note that the complimentary valet service is non-transferable and cannot be extended to friends or other family members.

Can I park my own car?

No one can self-park unless you use the hourly upper lot.

How do I join the Hotel program?

IMPORTANT NOTICE:

If you purchase a unit that is enrolled in the Hotel Rental Program at the time of closing, one of the following actions will be required:

- The unit **must remain in the Hotel Program for a minimum of ninety (90) days** after closing before it may be removed.
- The new owner may elect to remain in the Hotel Program by executing a new Hotel Program Agreement.

To request the Hotel Program removal form or to obtain further information, please contact **jburgos@colwenhotels.com**.

If you want to join the hotel program these are the 3 programs that are available for every owner:

OCEAN POINT BEACH CLUB - RENTAL PROGRAM CHART

	Permitted Owner Usage / Occupancy	Rent to the Unit Owner	FF&E Requirements
Program 1	Owner entitled to use up to 55 days per year. Maximum of 14 days in High Season	50% of Adjusted Gross Revenue	Standard FF&E and Accessory Package Required
Program 2	Owner entitled to use up to 90 days per year. Maximum of 28 days in High Season	40% of Adjusted Gross Revenue	Standard FF&E and Accessory Package Required
Program 3	Owner gives away any personal usage of the unit	60% of Adjusted Gross Revenue	Standard FF&E and Accessory Package Required

*** High Season December 15 – April 15

***Low Season April 16 – December 14

Note: the following fees are deducted from the gross revenue before the split:

Franchise or other fees payable to the entity flagging the hotel including reservation fees and the cost of the guest loyalty program, if any, operated by the entity flagging the hotel. Marketing

expenses not to exceed a maximum of 7% of rentals, a 3% Management Fee and credit card expenses.

A 10% of the Net Rental Income shall be quarterly deposited into an Escrow account. The Escrow Account is established for the purpose of enabling Agent to have funds on hand to maintain the interior of the Unit. More fully described in paragraph (9) and (20) of the Rental Agreement.

Initial Rental Program Fees: The new owner shall be required to deposit the greater of \$500.00 or the amount necessary to make the Unit compliant with the FF&E Requirements, into the Escrow Account for the Unit.

How Can I do reservations?

All owner reservations must be requested in writing via email to the Owner Relations office **at least 30 days in advance** of arrival to verify availability.

Usage depends on your Rental Agreement:

- **55-day usage:** Up to 14 days during high season (Dec 15 – Apr 15), remaining days off-season (Apr 16 – Dec 14).
- **90-day usage:** Up to 28 days during high season (Dec 15 – Apr 15), remaining days off-season (Apr 16 – Dec 14).

The earlier you submit your request, the better the chances of approval. The Owner Relations Manager tracks usage quarterly. For questions about your remaining days, contact: jburgos@colwenhotels.com | kmosse@colwenhotels.com

If you've used all your allotted days or want to use more days than what you signed in the program in High Season, **discounted rates** may be offered based on availability.

* **Subleasing owner usage days is not permitted.**

What if I would like to check-in early or check-out late?

The hotel's standard check-in is at **4:00 p.m.** and check-out time is **11:00 a.m.**, respectively. If you wish to **access your unit earlier than 4:00 p.m.**, such as first thing in the morning, or **stay later than 11:00 a.m.** (for example, due to a late flight), it is essential that you notify us in advance. In these cases, your reservation must be adjusted to **start one day earlier** or **end one day later**, in order to properly block the unit and avoid scheduling conflicts. Please note that these adjustments are subject to availability and must be requested ahead of time so we can best accommodate your plans.

Do I have to pay the resort fee? What is Included?

Unit owners **are not required to pay** the daily resort fee when personally using their unit.

The **Daily Resort Charge** includes:

- Guest internet access
- Two beach chairs and two beach towels (**Umbrellas must be rented**)
- 15% discount at restaurant outlets
- Two bottles of water
- Local and toll-free calls

If friends or family are using your unit **without you present**, they must pay the **\$25 daily resort fee**, as owner benefits **are not transferable**. This fee is payable at check-in by credit card.

All guest names must be listed on the reservation to ensure they receive wristbands for pool access.

Who governs the property?

The Ocean Point Beach Club is governed by two associations:

- OPCA (Ocean Point Condominium Association), oversees the general management of the property.
- OPMA (Ocean Point Maintenance Association), oversees the general maintenance of the property.

How Often are HOA dues paid, and what do they include?

Dues for both OPCA and OPMA are paid quarterly, on January 1st, April 1st, July 1st, and October 1st.

Payments must be made within the first 10 days of each quarter to avoid late fees.

HOA dues include:

- Electricity
- Water & Sewer
- Cable
- Internet

What happens if I do not pay my dues on time?
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If payment for dues is not received by the **10th day** of the new quarter, your unit will incur a **\$25 late fee**, along with **weekly interest charges** of up to **1.5% per month**, as outlined in **Section 13.3 of the Declaration**.

If payment is not received within **30 days**, your account will be referred to **collections**, and you will be contacted by the Association's attorneys. At that point, you will be responsible for the **outstanding dues** plus any **legal and attorney's fees** incurred.

Thank you in advance for your cooperation and understanding. For additional clarification, or to add questions to the list, please contact the Owner Relations Team at jburgos@colwnehotels.com and kmosse@colwenhotels.com