

The Grandview Palace
Condominium

Rules & Regulations

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RULES & REGULATIONS

Under the condominium documents, the Board of Directors of THE GRANDVIEW PALACE CONDOMINIUM ASSOCIATION, INC. has the responsibility and authority for the operation of the Association, management of the Association Property, the Residential Condominium and the Commercial Condominium and for the establishment and enforcement of Rules and Regulations.

These Rules and Regulations may be modified, added to or repealed at any time by the Board. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time, except for its approval of resales or leases. These Rules and Regulations and all others hereinafter promulgated 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 to it that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. The Board of Directors shall have the right to assess fines to the Owners of Units for breaking rules and regulations attached herein. Said Rules and Regulations are as follows:

General

(1) Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Association, and to see that all persons using the Owner's property, by, through or under him do likewise. Complaints regarding the service of the Condominium shall be made in writing to the Association.

(2) Promptly pay all Assessments levied by the Association. Make payments of monthly assessments at the office of the Association or as designated by the Association. Regular assessments are due on the first (1st) day of each month. If such payments are ten (10) days or more late, they must be accompanied by \$20 late fee. Assessments not paid 60 days after due shall accrue interest at 1 % per month. Additional \$20 late fees shall be assessed each month for outstanding balances in excess of \$21.

(3) Employees of the Association shall not be sent out of the building by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association. Owners may not hire or accept the services of employees of the association for work in their residences on non-common area repairs during hours when the employee is being paid by the association. In no event shall the Association be liable for damages caused by an employee, unsatisfactory work performed by the employee, or personal injury to an employee or owner as a consequence of that employee doing work on a resident's private property.

(4) Unit Owners are responsible for any damages to the Association Property, the Common Elements or Limited Common Elements caused by themselves, their family, guests, invitees, servants, lessees and persons who are on the Property because of such Unit Owner.

(5) The Unit Owner shall pay for any utilities that are separately metered to his Unit.

(6) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed painted or affixed in, on or upon any exterior part of a Condominium Unit or any part of Association, Residential or Commercial Condominium property by any Unit Owner or occupant without written permission of the Association or as otherwise provided in the Declaration.

(7) In the event any owner or tenant causes a disturbance, destruction to the building, or creates a nuisance, the owner of the unit causing the disturbance or nuisance will be fined \$100 per occurrence until cured up to the maximum allowed by Chapter 718. A fine of \$100 per occurrence will also be charged to any owner or tenant who attempts or abuses an employee, or attempts to prevent the employee from performing their job responsibility.

Use of Unit

(8) The Unit may not be used for any purpose that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof. The Condominium Unit shall be used solely for purposes consistent with applicable zoning laws. No trade, business, profession or other type of commercial activity may be conducted in or from any Residential Condominium Unit.

(9) Maintain in a clean and sanitary manner and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors, etc.) whether or not a part of the Unit or Common Elements which are a part of the Unit, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit. Only non-vented dryers are permitted for use in Condominium units. The Association will be responsible for repairs to sliding and fixed glass door frames and glass excepting damage to glass or frames caused by unit owners or their guests. The Association will also be responsible for exterior painting of door frames. When exterior painting of balcony doors is performed by the Association, the Association will remove existing weather stripping and install rubber adhesive backed weather stripping upon completion of the paint job. Unit owners will be responsible for maintenance and repairs to door locks, handles, track surfaces, door rollers, and weather stripping.

(10) The Association may retain a pass-key to all Units. In lieu of a pass-key, the Association shall have a duplicate key. Except in the case of emergency, entry will only be made after pre-arrangement with the respective Unit Owner or the occupant of the Condominium Unit. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or Bylaws of the Association. In the event the Unit Owner fails to supply either a pass-key or duplicate key, and it is necessary for the Association to enter in accordance with the Declaration, or Bylaws, the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. Nothing herein shall relieve the Association or its duty of ordinary care in carrying out its responsibilities, nor from its negligence or willful activities that caused damage to a Unit Owner's property.

(11) Not permit or suffer anything to be done or kept in his Unit which would increase the insurance rates on his Unit of the Common Elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements. No construction work is permitted on balconies or patios at anytime, unless said work is being performed for the balcony. All other work shall be performed inside the unit.

(12) The Association must receive written notification from the Unit Owner at least three business days (excluding Saturdays, Sundays, and legal holidays) prior to placing a Unit on the market for sale or Lease. A penalty of \$100 per month, or part thereof, shall be assessed to unit owners who lease to a tenant without first receiving written authorization from the Board. An additional \$100 penalty shall be imposed for every month an unauthorized tenant resides in the unit. The Board shall be under no obligation to authorize a tenant who was not presented to the Board prior to occupying the unit.

Additionally, lock boxes shall not be permitted on Unit doors or in common areas of the Association. Lock boxes will be removed and disposed of when found. Owners may give management written authorization for their realtor to show their condominium, in which case management will obtain a release of liability form from the owner.

A penalty of \$100 per week following written notice shall be assessed for failure to provide the Association with a duplicate key to enter the unit in case of emergencies.

(13) Water closets, faucets, and other water apparatus and plumbing facilities on the Association Property, shall not be used for any purpose other than those for which they were constructed. Any damages resulting from misuse of any of such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, invitee, servant, lessee or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.

(14) The type, color and design of chairs and other items of furniture and furnishings that may be placed on balconies shall be determined by the Board or Directors.

(15) Allow the Board of Director or the agents and employees of the Association to enter any Unit for the purposed of maintenance, repair, or replacement of any Common Elements or building system or for making emergency repairs which are necessary to mitigate or prevent damage to the Common Elements or to another Unit or Units. Each Unit owner shall pay the Association for said maintenance or repairs.

(16) Nothing, including, but not limited to, decorations, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out or any window, door or balcony of any Unit without the prior written consent of the Association. The consent of the Association to all of any of the above may be withheld or purely aesthetic grounds within the sole discretion of the Board of Directors. Charcoal and gas grills are prohibited on all balconies, but not fourth floor patios. Electric grills only are allowed on balconies and patios (4th floor). Satellite dishes are required to be anchored to a planter or any removable material, which can be removed during a storm (hurricane). Satellite dishes in case of storms may not be secured to balcony railings and may not be attached to concrete with bolts or any manner that compromises the surface of the concrete. In no event may a satellite dish project beyond the exterior plane of the building or extend above the height of the balcony railing or patio wall. Failure to comply with these satellite dish installation requirements will result in an initial fine of \$100, and an additional \$100 fine per month of non-compliance beginning one week after delivery of written notice.

(17) No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto or storage area, except such as are required for normal household use. The use of fireworks is prohibited on the premises and a fine of \$100 will be incurred by discharging a firework of any kind.

(18) Abide by any regulations regarding children as may be established by the Association, except that no regulations shall prohibit children from residing in or occupying a Unit.

(19) Rugs, mats, decorations, etc. may not be placed outside Condominium Unit entrance doors.

(20) Before a unit is to be occupied by a guest in the absence of the resident, a written identification notice, listing names and length of stay, must be furnished to the building manager.

Alterations & Repairs

(21) Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building without the prior written consent of the Association. The accepted specifications for hurricane protection shall be: 1. Impact glass meeting current Miami-Dade County requirements with glass and frames that visually match existing glass and frames as viewed from the exterior. 2. Window laminate (film) installed by a

licensed contractor, designed to withstand over 130 MPH wind, and to prevent shattering when struck by small and large projectiles. Film may be tinted for UV protection and heat reduction, however may not be reflective. 3. Rolladen extruded aluminum Rollshutter with white low profile hood, or 4. Armor screen material or acceptable Board approved equivalent, installed by a licensed contractor who scans balconies for rebar and cables so as to avoid structural damage when installing tie-down bolts. All other forms of hurricane protection including wood, metal, or fiberglass panel, or accordion, shall not be acceptable on residential units. Commercial units may use metal, or fiberglass panel shutters; however shutters must be removed within 72 hours of the end of a tropical storm or hurricane advisory for North Bay Village. This provision does not require unit owners to install hurricane protection.

(22) Make no repairs to any plumbing, air conditioning systems or electrical wiring within a Unit, except by plumbers, repairmen or electricians authorized to do such work by the management of the Association. Plumbing, air conditioning and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owner of the Unit. The Association shall pay for and be responsible for plumbing, air conditioning repairs and electrical wiring within the Common Elements. The Association shall have the, right to exclude any unauthorized repairmen from the Condominium, except those of the Developer; however developer shall be responsible for any damage done to other units or the Association property resulting from said alterations or improvements.

(23) Not replace and/or remove screens, жалousies or other enclosures on balconies, patios or terraces or on other parts of the building, even though such areas may be Limited Common Elements, except with prior written approval of the Board of Administration.

(24) Make no major alterations of a unit including but not limited to, ceiling or wall alterations other than painting, flooring installation of any kind other than carpeting, alterations to electrical, sprinkler system, TCI panel, or plumbing, kitchen cabinet replacement (excluding doors only), and alterations to patio, balcony, windows, doors (including hurricane protection installation), without first receiving written authorization from the Board of Directors. All applications for interior alternations shall be submitted to the Board using the "Application for Association Approval of Condominium Construction Form" attached to the Declaration Schedule 14. Initiation of construction or interior alterations without prior written approval from the Board of Directors shall result in a \$ 200 fine per occurrence. An occurrence shall be defined as a single trade for a single project, by a single contractor. Contractors for Unit Owners will be required to register with Security each day and shall coordinate parking with Security be required to park on the South parking lot. Materials in excess of 100 Lbs. shall be moved using the freight elevator on the South lot.

(25) Except as otherwise provided herein, shall not divide or subdivide a Unit for purpose of sale or lease, except that a Unit may be combined with a contiguous Unit and occupied as one dwelling Unit.

(26) Do not hang any laundry, garments or other Objects that are visible from outside of the Unit, except for draperies, blinds, shades or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors. The exterior appearance of all window coverings shall be white in color. Window treatments shall be white on the surface facing the exterior.

(27) No ceramic tile, stone tile, or wood flooring may be installed in the interior of a Condominium Unit except in the Kitchen, bathroom(s), and foyer, without sound-proofing material meeting standards set by the Board of Directors.

(28) The type color and design of tile or other surface material that may be used on Balconies must be approved in advance by the Board of Directors of the Association.

(29) The hours of work by independent contractors, shall be limited Monday to Friday 9 AM to 4:45 PM. Hallways may not be used by tradesmen or workers of any craft, to store, size or cut any material or object of any kind. All such work and any related clean-up work must be

accomplished within the unit.

(30) Moving furniture and machinery through the lobby level is prohibited. The freight elevator on the South side of the garage shall be used to move furniture and machinery to the second floor of the garage. Furniture and machinery may then be loaded on to the freight elevator on the G2 level. Moving construction or demolition materials that surpass one elevator load must also be moved in and out of the building using only the freight elevator. All use of the freight elevator must be scheduled in advance with the Association. Elevator schedules are on a reserved basis only, Monday-Friday beginning at 9 am and ending at 4:45 pm. You must make arrangements moving furniture or household goods in and out of the building at least 24 hours prior to delivery date subject to availability of elevator. Elevator usage will be denied after 5 pm whether or not moving is complete.

(31) The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony walls, railings, ceilings or doors, shall not be painted other than white, decorated or modified by a Unit Owner in any manner without the prior consent of the Association.

Pets

(32) Pets may be kept in a Unit but only so long as they remain quiet and do not regularly disturb other occupants or damage the property in any way; feces left on the grounds of the Property shall be considered damage. No pet shall be allowed to commit a nuisance in any public portion of the Condominium building or grounds. The term "pets" shall be limited to, cats, dogs up to 15 Lbs. and also less than 12" high and 18" long (excluding tail), birds and tropical fish. All other animals are expressly forbidden. No more than two (2) pets are allowed per Unit, tropical fish excluded. Only one dog is permitted per condominium. A single dog up to 15 Lbs. is permitted for unit owners. Beginning February 5, 2004, owners, including the developer, shall not be permitted to lease their unit to a new tenant with a dog of any size. Dogs of all owners must be registered in the management office of the association by March 15, 2004. A registration fee of \$100 and a current photograph of the dog is required. Dogs not registered by March 15th may not remain on the premises. Dogs under 20 Lbs. who are properly registered with the association before March 15, 2004 will be considered grand fathered, and will be entitled to remain in the property so long as they do not create a nuisance as described above. A grand fathered dog may only be replaced only by a dog that meets the new limitations of size and weight. The fine for keeping an unregistered dog on the premises shall be \$50 per day until cured, up to \$1000.

Pets are not allowed on the balcony of a Unit unless the Unit owner is present. No pets are permitted in the lobby or the pool area and must be carried in the elevators. Pets which violate the above conditions must be removed from the property within 10 days of Notice or their owner will be fined until said removal.

Standards of Behavior

(33) The sidewalk, entrances, passages, elevators, vestibules, stairways, corridors, halls and all of the Common Elements of the Association Property must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, bicycles, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored therein. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors or balconies, or exposed on any part of the Common Elements or the Association Property. Fire exits shall not be obstructed in any manner, and the Common Elements and the Association Property shall be kept free and clear of rubbish.

(34) No cigarettes or other objects may be dropped off a balcony. A fine will be assessed to the owner of the Unit each instance an item is dropped off the balcony of that Unit. A fine of

\$50.00 (fifty dollars) for first offences, and \$100.00 (one hundred dollars) for subsequent offenses will be enforced. No Owner shall sweep or throw from the premises any dirt, cigarettes, or other substance into any of the corridors, halls or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds. Washing of balconies and watering plants is not permitted where water or cleaning solutions run over the edge of the balcony.

(35) Food and beverages may not be consumed outside of a Unit, except in such areas as are designated by the Board of Directors of the Association. Alcoholic beverages may not be taken to or consumed on the Common Elements or Limited Common Elements, without proper licensing and permits.

(36) Children shall not play or loiter in halls, stairways, elevators or other public areas.

(37) Smoking in hallways and elevators and all other interior common Elements or Limited Common Elements is prohibited.

(38) No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other occupants of the condominium. All residential parties shall lower the volume as to the foregoing after 11:00 p.m. of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

(39) The gym and lounge facility are restricted to Condominium Association members paying members of the Palace Gym, and patrons of the Cafe. No smoking is permitted in the gym or lounge facility. The gym and lounge facility shall be locked when an attendant is not on duty. Unit owners will be responsible for any damage done to this facility by unit occupants or guests.

Access & Security

(40) All doors leading from the building to the outside or from the garages into the elevator lobbies or stairways or the Condominium building shall be closed at all times and shall not be blocked open. Each resident is responsible for locking doors that should be locked, and for observing security regulations. In addition, all residents are required to use their access key when entering building.

(41) No solicitors are to be permitted on the Association Property at any time except by individual appointment with residents. Visitors, tradesmen, and the like are to report to the Front Desk to be announced to the resident by the front desk before being allowed on the property unless the front desk has received advanced notice from the resident. Residents shall not give building entry key to tradesmen, day servants, or other persons seeking entry. Any resident responsible for violating this rule will be fined by the Association.

(42) The front desk should be notified immediately of any emergency or any security violations. Any suspicious person or incident should be immediately reported to the front desk or the manager.

(43) Residents are required to notify the front desk of their current home phone numbers.

Trash

(44) Refuge (including bottles and cans) shall be wrapped in garbage bags before it is deposited into the disposal chutes. Trash chutes may only be used between the hours of 8 am and 10 pm. No lighted cigarettes, cigars, hazardous flammable materials shall be thrown down the chutes. Items such as cartons and boxes are not to be left in the trash rooms if the articles are too large to fit in the trash chute. They must be brought down to the trash room at the South

side of the Garage.

(45) Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, so that each Unit, the Common Elements and Limited Common Elements shall at all times remain in a clean and sanitary condition. Commercial condominiums are required to place their trash in City dumpsters in a location designated by condominium management.

(46) Recycling – deposit all recycling items at the designated areas – lobby, G1, G2 garage locations, or at the Trash compactor on the G2 level, near parking space G2-402. Items for recycling are plastic, cardboard, newspaper, office paper, aluminum, glass (bottles and jars), steel cans.

Pool Deck

(47) Any person using the swimming pool does so at his/her own risk. It is suggested that no one use the pool unless another person is present.

(48) The swimming pool may be used in accordance with the Rules and Regulations between the hours of 8 a.m. and 10 p.m. Excessive noise, loud talking, shouting and loud music are prohibited in the pool area at all times. Children under 18 years of age are not permitted to use the pool area/deck unless parent or legal guardian is present. Running, riding any apparatus or bouncing balls are strictly prohibited on the pool deck. Any balls bounced on the deck will be confiscated. Unit owners whose children violate these provisions or cause disruption, noise or loud music on the pool deck will be fined.

(49) Glass bottles, glass containers, ceramic or china dish-ware and other breakable items shall not be brought into the pool area. Surfboards, inflatable tubes, floats, and similar items are not permitted in or near the pool area. Toys, bicycles, skateboards, playpens, and similar items are not allowed on the pool deck. The pool area should not be used for games which involve running, playing ball, or other boisterous activities. Disorderly conduct of any kind in the pool area is prohibited and shall be grounds for ejection from these places. The use of audio equipment in the pool area will not be permitted if and when their operation distracts or annoys others.

(50) No pool equipment, chairs, or other furnishings may be removed from the pool area.

(51) Jacuzzi - no one under 18 is allowed in the Jacuzzi, even if accompanied with an adult. Proper attire required. No oils, no soaps.

Parking

(52) Parking: Automobiles and motorcycles belonging to residents must bear at all times, the identifying garage sticker provided by the Manager. Each resident shall park in the space assigned to that resident only. No automobile may be parked in any unauthorized area or in a manner which blocks the ingress or egress of other vehicles, or in any area designated for commercial use, or in guest parking. Long term guests or temporary cars may obtain a temporary parking permit in the Management Office. No parking is allowed at any time in front of the building entrances. These are reserved for discharging and picking up passengers.

(53) Parking violations should be reported to security or the Management Office. Parking violators are subject to either fines set by the Board of Directors or towing, off-site storage or the Charges associated therewith.

(52) No repairs (including oil changes) may be made anywhere on the property, including the garage.

(54) No campers, boat trailers, large trucks, flatbeds, or commercial vans or similar vehicles shall be kept on the property. Only passenger vehicles may be parked in garages and ancillary

lots. No car is allowed to be left in an abandoned/inoperable condition or without proper and current registration and license plates. All vehicles must be in compliance with local and state ordinances.

(55) All residents are required to register and park in a dedicated space, either purchased or rented. All owners will be notified to contact the Management Office within ten (10) days of a change to comply with the parking rule or be fined and/or towed. No commercial vehicles are allowed to park on the property. A commercial vehicle is defined as a vehicle which has a gross vehicle weight of 26,001 pounds or more or has three (3) or more axles.

In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect. The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

The Developer shall be exempt from all provisions herein requiring the consent of the Association. Notwithstanding anything contained herein to the contrary, the Developer shall not be exempt from the following: (1) requirements that leases or lessees be approved by the Association; (2) restrictions on the presence of pets; (3) restrictions on occupancy of Units based on age; (4) restrictions on the type of vehicles allowed to park on the Condominium Property or Association property.

In the event any rule or regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provision or portions thereof shall be and shall remain in full force and effect. The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time.

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