

# One Tequesta Point



## **Rules & Regulations**

**June 2021**

## **HIGHLIGHTS OF THE RULES & REGULATIONS**

### Pool/BBQ

All persons using the One Tequesta Point swimming pool shall do so at their own risk.

Young babies taken into the pool by their parents must wear diapers and protective plastic diaper covering or a swim diaper.

No child under the age of 12 shall use the pool without the supervision of a parent or legal guardian. Children under the age of 12 must have a waiver filed in the office and signed by a parent or legal guardian.

At no time may any radio or sound device annoy, distract, or disturb other owners or residents.

Barbecue-Pool – Please refer to the Pool, Bar-B-Q and Club Room Reservation and Waiver Form.

### Valet

Valet Parking for visitors is available as follows:

- 1 to 3 days, no cost;
- After the third day a \$15.00 fee will be assessed per day.
- Monthly parking space rental service (Extended Valet) for a cost of \$200.00 for renters and \$150.00 for owners.

Visiting vehicles, which cannot make contact with an Owner or Resident, will not be granted entry to the One Tequesta Point Condominium Association property. No Valet, Concierge, or other building personnel has the authority to grant entry permission in the absence of an owner/resident instructions.

Vehicle speed shall not exceed 5-miles per hour on the property.

### Property/Building Access

No guest shall be admitted to the property without prior written approval of the Owner, or without being able to establish contact with an Owner from the Gate or Concierge Desk.

For security reasons all residents entering the OTP premises must have in their possession a registered electronic device (Proximity and Smart Pass) in order to gain access to the building. The building personnel will not grant entry.

All pets\* shall be transported ONLY in the freight/service elevator, and at no time shall be permitted to travel in the passenger elevators.

(\*) Unless the pet is a service or emotional pet, in which case it can be transported in the residents' elevators. Proper documentation validating the pet must be registered with Management office.

#### Environmental

Cans, cigarettes or butts, papers, debris, gum, etc., SHALL NOT be thrown or dropped from any balcony. There will be a clean-up charge of \$25.00 for trash that is improperly disposed of by a resident, housekeeper or worker. Trash bags, boxes, or any type of debris may not be left on any trash room floor.

In accordance with the Clean Air Act NO SMOKING is permitted in any hall way, elevator, stair way or stairwell, parking garage, Lobby, Club Room, Reception Area, or any other non-exempted area of the building.

#### Resident/Condominium

No floor covering of any type, except for carpeting, may be installed in any Unit without the prior written consent of the Board of Directors.

A unit owner or occupant may not install any type of hook, nail, screw or any other type of mechanical fastener into any part of the exterior wall, railing or floor on the terrace of their Unit.

No cable reception dishes of any type are permitted to be attached at any location in or on the building at any time.

A per hour maintenance fee of \$25.00 (minimum charge one (1) hour) shall be applied to all house calls.

**Hurricane and Storm Shutters – Owner/resident responsibility** -- If a resident, plans to be absent from his/her unit during the hurricane season, he/she must designate a responsible individual (not employed by One Tequesta Point) to care for his/her unit should the unit require shutter closing and hurricane preparation. Upon notice of an approaching hurricane, all furniture, plants, and objects must be removed from the balconies into the interior of the building, by the owner/resident. Should the Association Staff be required to close the shutters of a unit due to an unforeseen emergency situation, a \$25.00 fee will be charged to the owner's account. A FEE OF \$100.00 WILL BE ASSESSED TO THE OWNER'S ACCOUNT, IF THE OWNER/RESIDENT FAILS TO CLOSE THE SHUTTERS WITHIN 24 HOURS AFTER THE MANAGEMENT OFFICE MANDATES THE CLOSING OF THE SHUTTERS. A fee of \$25.00 will be assessed for OPENING the shutters if the shutters are not re-opened by the owner/resident within a week of the hurricane passing.

# RULES AND REGULATIONS

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## **ONE TEQUESTA POINT CONDOMINIUM ASSOCIATION, INC.**

Pursuant to the Authority vested in the Board of Directors of ONE TEQUESTA POINT CONDOMINIUM ASSOCIATION, INC., the following Rules and Regulations have been adopted and affirmed. These Rules and Regulations are intended to supplement all restrictions and Rules and Regulations contained in the Declaration of Condominium and other Condominium documents.

### **I. USE OF THE COMMON ELEMENTS**

The Common Elements of the Condominium are for the exclusive use of the Association members and their immediate families, permitted lessees, resident house guests and guests accompanied by a Member. No other person shall be permitted to use the Common Elements of the Condominium without the prior written permission of the Association.

#### **RECREATION FACILITIES:**

##### **A. SWIMMING POOL**

###### **Capacity**

- 1) The use of the Pool is limited to no more than 50 people at one time.
- 2) The use of Pool Deck area is limited to no more than 100 people at one time (unless the Condominium Association is hosting a resident party. (i.e. Holiday Party)

###### **Hours of Operation**

- 1) The pool may be used between the hours of 6:00 a.m. and 11:00 p.m. daily.

###### **General**

- 1) **All persons using the One Tequesta Point swimming pool shall do so at their own risk.** Association members (residents) will always have access to at least one half of the Pool facilities; to that end, Pool Parties are to be limited to no more than 50 people on the deck and no more than 25 people in the pool.
- 2) The swimming pool may be used by One Tequesta Point residents, their immediate families, and their house guests.
- 3) Use of the pool by general employees of the Association is prohibited (exceptions may be granted by the Board of Directors).
- 4) At no time are pets of any kind permitted in the pool area.
- 5) No diving is permitted.
- 6) Only appropriate swim wear may be worn in the swimming pool. No jeans, cutoffs, shorts, etc., may be worn in the pool. Nude sunbathing or swimming is not permitted.

- 7) Shoes and cover-ups must be worn to and from the pool when passing through the building.
- 8) Lobby and Meeting room furniture shall not be used by persons attired in wet bathing suits or wet clothing.
- 9) Persons using suntan oil, lotion or other similar substances shall first cover poolside furniture completely with a towel or other protective covering before using it.
- 10) Cigarette butts or cigar butts are not to be thrown on the pool deck or in the planters at the pool.
- 11) Appropriate containers shall be provided.
- 12) All persons should shower before entering the pool or Jacuzzi.
- 13) The pool heaters shall be turned on in the winter when the water temperature drops below 78 degrees and shall be turned off in May. When the water is being heated the temperature shall be maintained at 82 degrees Fahrenheit.
- 14) Additional Rules and Regulations may be posted in the pool area.

#### **Children**

- 1) **Young babies taken into the pool by their parents must wear diapers and protective plastic diaper covering or a swim diaper.**
- 2) The pool area, as well as other public areas, shall not be used for games which involve running, playing ball or other boisterous activity. (Racquetball and Squash Courts are exempt).
- 3) **No child under the age of 12 shall use the pool without the supervision of a parent or legal guardian. Children under the age of 12 must have a waiver filed in the office and signed by a parent or legal guardian.**

#### **Noise**

- 1) **At no time may any radio or sound device annoy, distract, or disturb other owners or residents.**
- 2) At no time shall loud noise, conversation, screaming or loud noise from children or guests be permitted.
- 3) If at any time any resident or guest is annoyed, distracted or disturbed the Association will apply the following procedures:
  - a. **First Complaint:** Security will request offender(s) to stop the disturbance.
  - b. **Second Complaint:** A second warning will be issued and a complaint will be documented in the resident file.
  - c. **Third Complaint:** The offender(s) will be requested to leave the premises. Failure to comply with the request to leave the premises will result in Security being authorized to

contact the Miami Dade Police Department. Any damages or incurred expenses of any nature will be charged to the resident's account and/or deducted from the Deposit.

***Items that are NOT allowed to be in the pool area***

- 1) Surfboards, floats, or other inflatable items are not permitted in the pool area or in the pool – an exception will be made for flotation devices for children under the age of five.
- 2) Glass bottles, glass containers, ceramic or china dishes or other breakable items are not permitted in the pool area. Any plastic glasses or items used at the pool must be disposed of in the provided trash containers.
- 3) Toys, tricycles, bicycles, roller blades or similar items are not permitted in or near the pool.
- 4) Furthermore, no objects are to be thrown in the pool or the pool area.

**JACUZZI**

**Capacity**

- 1) The Jacuzzi is limited to no more than 10 people at one time.

**Hours of Operation**

- 2) The Jacuzzi may be used between the hours of 6:00am and 11:00pm daily.

***General:***

- 3) **All persons using the Jacuzzi shall do so at their own risk.**
- 4) Only appropriate swim wear may be worn in the swimming Jacuzzi. No jeans, cutoffs, shorts, etc., may be worn in the Jacuzzi.
- 5) Persons, who are pregnant or suffering from heart disease, diabetes, high or low blood pressure, etc., should not enter a hot tub without medical consultation and do so at their own risk.
- 6) The Jacuzzi temperature shall be maintained at 101 degrees Fahrenheit, as recommended by the National Athletic Association.

**Children**

- 1) Due to the high temperature of the water, children under the age of 16 years shall not be permitted to use the Jacuzzi without the supervision of a parent or legal guardian.
- 2) Children under the age of 12 shall not be permitted to use the Jacuzzi.

**BARBECUES-POOL PARTIES**

***Please refer to the Pool, Bar-B-Q and Club Room Reservation and Waiver Form (Exhibit A)***

**Capacity**

- 1) A maximum of 50 people may attend, with no more than 25 party participants (including

children) in the pool at any time. Evening parties (after sun down party), additional people may attend. In no case can the total surpass 100 people.

- 2) Only one (1) pool deck party will be approved per day.

#### **Hours of Operation**

- 1) Parties are limited to four-hours, and shall take place between the hours of 10 a.m. and 10 p.m. daily.
- 2) Barbecuing is allowed ONLY in designated areas on the pool deck.
- 3) The use of the Barbecue equipment is at the OWNERS'/RESIDENTS' RISK. ADULTS ONLY.
- 4) Barbecue tools are to remain with the equipment.
- 5) Barbecue units will be thoroughly cleaned each day by the Building staff. Abrasive scrapers must not be used on the grills, but owners should clean up after themselves after use. Trash and paper debris must be removed and placed with the trash containers.
- 6) Items such as Propane must be provided by the association.
- 7) **UNDER NO CIRCUMSTANCES IS ANY BARBECUING, COOKING OR HEATING BY ANY TYPE OF OPEN FLAME TO BE DONE ON ANY BALCONY. THIS RESTRICTION INCLUDES ELECTRIC GRILLS. (Miami-Dade Fire and Building Codes)**

#### **General**

- 1) Association Members may have parties at the pool.
- 2) Reservations are to be made with the One Tequesta Management Office. Reservations will be made on a first come first serve basis. A listing of guests is to be provided to the Management Office at least three working days (Monday-Friday) prior to the party.
- 3) Deposit of \$250.00 is required from all tenants for parties of 4 or more and will be returned if the facilities are clean and resident and guests abide by the rules.
- 4) Reservation/Waiver Form must be signed with the One Tequesta Management Office at least three working days (Monday-Friday) prior to the party. If you must cancel the reservation please do so within 24 hours so that others may reserve the area.

#### **Children**

- 1) Children must be accompanied by an adult when swimming in the pool.
- 2) For every 10 children there must be at least one adult (capable of swimming).

#### **Noise**

- 1) At no time may any radio or sound device annoy, distract, or disturb other owners or

residents.

- 2) At no time shall loud noise, conversation, screaming or loud noise from children or guests be permitted.

***RESERVATION AND WAIVER FORM (See Exhibit A)***

**VALET SERVICE FOR PARTIES**

- 1) Residents shall notify the Management office three business days (Monday-Friday) prior to the party:
  - If more than seven (7) cars are expected (maximum 15 cars per additional valet), a **fee of \$100.00 for each four (4) hour period will be assessed.**
  - Note a \$200.00 fine will be charged if the office is not notified in advanced.
- 2) IF MORE THAN ONE PARTY IS BEING HELD AT OTP, guests WILL be redirected to PARK in the public parking of the island, guest parking for the building is insufficient.

**SQUASH AND RACQUETBALL COURTS**

- 1) Court hours are from 6:00 a.m. to 11:00 p.m. daily.
- 2) Players must wear rubber soled court shoes.
- 3) Court reservations shall be scheduled through the Concierge.
- 4) Reservations on weekends are recommended.
- 5) Games may be scheduled no more than two days in advance.
- 6) If there is a demand for the courts each owner may play for one (1) hour at a time. However, if two (2) owners are playing together, they shall be permitted to play for two (2) hours.
- 7) Players who are 10 minutes late for their reservation, and who have not called to notify the Concierge, shall forfeit their play time.

**PHYSICAL FITNESS CENTER**

- 1) Physical Fitness Center hours are from 6:00 a.m. to 11:00 p.m. daily.
- 2) Use of the Exercise Room is restricted to persons over 18 years of age. Young adults under the age of 18 may use equipment with adult supervision of a legal guardian. **UNDER NO CIRCUMSTANCES MAY ANY PERSON UNDER 18 YEARS OF AGE USE THE "FREE WEIGHTS".**
- 3) **USE OF EQUIPMENT IS AT YOUR OWN RISK!**

- 4) The exercise equipment requires special instruction, owner's/resident's are responsible for obtaining instruction.
- 5) Owners/residents must register outside personal trainers with the Concierge.
- 6) Equipment must be wiped dry after each use.
- 7) No food or glass containers are permitted in the Exercise room.
- 8) Under no circumstances is any exercise equipment to be removed from the exercise area.

### **TEQUESTA CLUB ROOM**

- 1) Arrangements to reserve the Social and Meeting rooms for private affairs must be made with the Management Office at least (3) three business days in advance of the party or reception.
- 2) The following requirements and restrictions will apply to parties in the common areas:
  - a) A \$250 common area security deposit is required from tenants for activities in the Social or Meeting rooms and Pool/Barbecues Parties. This will be returned immediately after inspection of the area. Any damage will be taken from the security deposit.
  - b) A \$100 cleaning fee will be assessed for each event (non-refundable).
  - c) Only one party, per room, per night will be permitted in the social areas.
  - d) A full guest list must be received by the Property Manager at least (24) twenty-four hours in advance or (3) three working days (Monday – Friday) in advance of the event. The Management Office must know the number of people attending each event.
  - e) For the security of our residents, guests shall not be permitted outside of the Club Room or the Resident's apartment.
  - f) Parties are to remain in the Club Room and may NOT extend into the lobby or reception area.
  - g) No live music is permitted without the written permission of the Board of Directors.
  - h) Continuous adult supervision is required for all teenage or children's parties.
  - i) The Association requires that a Reservation/Waiver Form be signed and submitted at least (3) three working days (Monday – Friday) prior to event in order to reserve the social areas. The Reservation/Waiver Form may change from time to time as deemed necessary by the Board of Directors. This form is also applicable to Pool/Barbecue Parties

### **SAUNAS**

- 1) The use of the Saunas is restricted to Owners/Residents over 16 years of age.
- 2) Saunas must be turned off after each use.

### **EXECUTIVE CENTER**

- 1) The Executive Center is provided for the Owners'/Residents' use for business meetings, business receptions, and business-related work projects. It is a state-of-the-art area which includes the following amenities:
  - a). Wi-Fi
  - b) Desks and Secretary Station
  - c) Conference Table

- d) Microwave
  - e) Refrigerator
- 2) This area is available to Owners and Residents and by reservation only. Reservations must be made through the Management Office.
  - 3) Deposit will be applied towards cleaning and or damage to room, furniture or equipment. A walk through will be completed with the Owner/Resident to review fees to be assessed based on usage.

### **PARKING / MOTOR VEHICLES / VALET SERVICE**

- 1) Only cars with proper OTP decal and properly authorized can be parked in the building.
- 2) There is only ONE automobile per SMART PASS, residents caught using the CARD with more than one car will be fined \$15 per day.
- 3) All residents must display a current parking decal in the left inside window of the car.
  - Vehicles parked on premises, without a parking permit (OTP decal) will be ticketed \$15 per day, towing from the premises will occur if no owner is found.
  - Rental cars may be parked in resident's parking space however, a Temporary decal must be displayed on dashboard.
  - If the resident does not (temporarily) have a SMART CARD, the car will be handed over to Valet for parking and pick up from the owners parking space, proof of residency will be needed for this service.
- 4) Unit owners or their lessees are responsible for compliance with these rules by their employees and guests and shall bear all cost of enforcement.
- 5) Motorcycles have to be identified at the office, a current OTP decal needs to be visible.
- 6) Bicycles have to be identified at the office, a current OTP decal needs to be visible.
- 7) Parking in Fire Lanes at any time is prohibited.
- 8) Vehicles are to be parked in assigned spaces only.
  - Parking in another owner's space will cause the vehicle to be towed from the property at the vehicle owner's expense.
- 9) Unauthorized parking includes vehicles parked so as to block or impede entering or exiting from other parking spaces, drives, roads, or building entryways.
- 10) Maximum measurements – Refer to Page 13, Item 10)
- 11) Parking space leasing, loaning or transfer requires prior approval by Management.

- 12) All Residents are permitted to park on the entrance ramp for a period not to exceed **fifteen minutes**. After which a \$15 daily rate will apply to residents.
- 13) All Guests/Residents using Valet (**no self parking**) are required to pull up to the entrance and leave their car key with the Valet. A Valet ticket will be issued to every Valet car daily.
- 14) Parking in the **Disabled-Handicap** spaces is only on strict need basis;
  - Resident wanting to use these spaces will need to have a Disabled Tag.
  - Management at its own discretion will allocate these spaces based on need. (As needs differ, Management will make the proper assessment, as spaces are limited).
  - An **OTP Disabled decal** will be provided and will need to be visible, at all times.
  - Parking in these spaces requires that resident parking space **be given up for OTP use**.
  - Residents using this space without an OTP decal will be assessed a \$15 daily charge.
- 15) All non-resident vehicles that are Valet parked on the property will be charged a fee at the rate of \$15 per day beginning on the fourth (4<sup>th</sup>) day of service.
  - Residents may make prior Valet arrangements for their guests:
    - Monthly rate of \$200.00 for renters and \$150 for owners

**All charges and guest parking charges will appear on the Owners monthly Unit account.**

- ❖ After the Third day of parking in the property a \$15 charge will apply per day.
- ❖ Monthly Valet service \$200 for renters and \$150 for owners.
- ❖ Rental vehicles can be parked in your space, however must have a temporary decal to placed on the dashboard. Proof of residency may be required.
- ❖ Automobiles without proper decal will be fined \$15 per day.
- ❖ There is no “sleep over” for cars after the third day, independent of full or partial day.
  - Options are:
    - Pay daily service \$15
    - Obtain a resident decal (resident application approval is needed as long as they have **spare parking space**)

**MANAGEMENT CAN NOT CHANGE THESE RULES, ONLY THE BOARD CAN.**

### **SMART PASS/GARAGE ACCESS**

- 1) The Association shall issue only one Smart pass or other type of garage access Device for each parking space that is assigned, rented or transferred to a Permanent Resident of One Tequesta Point.
- 2) No Resident may loan, give, or transfer their Smart Pass to any Person who is NOT a permanent resident of their own Unit in One Tequesta Point.

- 3) Your designated parking space, and the small space between the bumper and the garage wall, can't be used to store items of any kind (boxes, grocery carts, baby strollers, toys, etc)

### **AUTOMOBILES / VEHICLES**

- 1) All vehicles must display the One Tequesta Point parking permit.
- 2) **VEHICLE SPEED SHALL NOT EXCEED 5-MILES PER HOUR ON THE PROPERTY**
- 3) Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium's property.
- 4) All vehicles must be registered with the office and a telephone number **MUST** be provided to the Manager for contact in case of emergency
- 5) All vehicles parked on the premises must display a valid license plate.
- 6) All vehicles parked on the property must be in an operable condition.
- 7) Vehicles with expired tags and or in an inoperable condition, including flat tires, may be towed from the property at the Owner's expense.
- 8) Washing of vehicles must be accomplished in the designated area only.
- 9) No trucks or vans exceeding 7500 pounds, no commercial vehicles, campers, mobile homes, boats, house trailers, boat trailers, recreational vehicles, or trailers of any other description shall be permitted to be parked or stored any place in the parking areas or any portion of the land enclosed in the Condominium. This prohibition shall not apply to the temporary parking of commercial vehicles for pickup, delivery, emergency service or other commercial services.

10)

**WIDTH- 70 inches**  
**LENGTH-16 feet long**  
**HEIGHT-6 feet, 5 inches**

**EXCEPTION:** Should an Owner purchase a **tandem parking space**, a water bike or Jet Ski may be parked in the front parking space. The Association assumes absolutely no liability for any such recreational vehicle's safety or security.

- 11) Except in emergency, **NO HORNS SHALL BE BLOWN ON THE PROPERTY.**
- 12) No vehicle may play the car radio in a loud manner while on the Condominium property.
- 13) Excessive noise, slamming of doors, racing of engines, and the use of horns must be avoided in

the Condominium property, including the garage. If a vehicle is equipped with an alarm which rings in excess of 30 minutes without correction, said vehicle shall be towed from the property at the Owner's expense.

- 14) Damage inflicted to the Property by any vehicle shall be the responsibility of the vehicle Owner.
- 15) The Owner of any vehicle leaking oil or any other automotive fluid onto the Condominium Property shall be responsible for any expenditure required to restore the property to a clean condition.
- 16) UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION BE HELD RESPONSIBLE FOR DAMAGE TO OR THEFT OF ANY VEHICLE WHICH IS PARKED ON THE CONDOMINIUM PROPERTY.

## **BICYCLES**

- 1) All bicycles must display the One Tequesta Point bicycle permit and be kept inside the bicycle room.
- 2) Scooters, motorcycles, mini-bikes, etc., may be kept only in the parking garage in designated the areas and **may not** be transported in the Building's elevators or through its lobby.
- 3) Scooters, motorcycles, mini-bikes, etc., may not be stored in units, hallways, or on balconies.
- 4) Bicycles shall not be ridden on the pool deck, parking ramps and the lobby.
- 5) **UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION BE HELD RESPONSIBLE FOR DAMAGE OR THEFT OF BICYCLES OR ANY OTHER TYPE OF WHEELED OR RECREATIONAL ITEM.**

## **BUILDING – GENERAL**

### **ELEVATORS**

- 1) Absolutely NO SMOKING is permitted in any elevator in the building.
- 2) Damage to elevators by moving in or moving out or carrying any articles therein shall be the responsibility of the applicable Owner.
- 3) At no time shall any person use the emergency telephones for personal use.
- 4) No Pets may be transported in the passenger elevators. All pet transport must be in the freight/service elevator (with the exception of service or emotional pets, previously registered with Management office)

## **EXTERIOR OF THE BUILDING**

- 1) One Tequesta Point Condominium Association, Inc. Structural Penetration Policy Adopted on November 13, 2001
  - a) **A Unit Owner or occupant may not install type of hook, nail, screw or any other type of mechanical fastener into any part of the exterior wall, railing on Floor on the terrace of their Unit.**
  - b) This policy is intended to prevent the Proliferation of structural cracks and water intrusion in the building
- 2) **NO CABLE RECEPTION DISHES OF ANY TYPE ARE PERMITTED TO BE ATTACHED AT ANY LOCATION IN OR ON THE BUILDING AT ANY TIME**

## **BALCONIES**

- 1) The balconies of the unit are limited common areas and may not be altered either in color or in structure. (See installation of tile, shutters)
- 2) No awning, shutter, canopy, or other projection shall be attached to or placed upon the outside walls, doors, or roof of the building without the prior written permission of the Association.
- 3) All window coverings shall be limited to prescribed type (i.e. drapes, louvers, shades or blinds) with an outside color of white. The use of sheets, blankets, aluminum foil, newspaper, or any similar items is strictly prohibited.
- 4) No radio or television aerial or antenna shall be attached to or hung from the exterior of the Building or roof thereon.
- 5) No sign, notice, advertisement or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on, or upon any part of the Condominium property by any Unit Owner or occupant, so as to be visible from the outside of the condominium unit. The placing of signs or directions shall be permitted only by the Developer, as per the Condominium Documents.

## **ROOF**

- 1) **DOORS TO THE ROOF MUST BE KEPT LOCKED AT ALL TIMES.**
- 2) Owners, Residents, or their families, guests or employees are not permitted on the roof at any time. The only exceptions are Association employees on assigned duty.

## **INTERIOR OF BUILDING**

- 1) It is prohibited to hang, nail, paste, attach, or glue any item to the common area hall walls, doors, or windows.
- 2) The maintenance of the unit's door interior finish is the responsibility of the Owner. The exterior finish of the unit door is the responsibility of the Association.
- 3) It is prohibited to place any mat, rug, plant, or any other type of obstruction in the hallways of the building.
- 4) It is prohibited to change the style of lock or lock plate to your unit door, or in any way to alter the general overall design of the unit's front door and hardware.
- 5) Any damage to the hall walls, chair rails, ceilings, carpeting or other common property shall be the responsibility of the unit Owner, whether caused by the Owner, guests, agents or invitees of the Owner.
- 6) No storage of any kind is permitted in mechanical closets which are located in the hallways of the building.
- 7) No storage of any paint product or other flammable product is permitted in ANY mechanical closets, whether located in or outside the unit.
- 8) No solicitation or solicitors are permitted in the Building at any time.
- 9) It shall be the duty of all occupants to report solicitors to the office and or the Access Control Officers.

## OWNER RESPONSIBILITY

### GUESTS

The loan of a unit is the granting of permission to occupy a unit, without payment or consideration, in the absence of residence by the Owner of the unit. **No unit may either be leased or loaned more frequently than one (1) time each calendar year.** The Board of Directors shall be notified in writing of the proposed loan of a unit. This section shall not apply to the loan of a unit to a member of the unit Owner's immediate family (that is, parents, children, brothers, sisters, grandparents, or grandchildren) provided that at least one of such family members who is to occupy the unit is 18 years of age or older. No lessee may loan a unit, as residence of a leased unit shall be only by those persons indicated on the application to the Association to lease a unit. Owners must notify the Property Manager of all non-Owner occupants of the apartment, including family members.

Each unit shall be used only for residential purposes, and no transient use shall be permitted. As such, if a unit is owned by a corporation, partnership, trust, or other non-personal entity or by more than two (2) persons, the Owner or Owners of that unit shall designate one (1) "primary occupant" of the unit which designation may be changed not more frequently than once each calendar year by written notice to The Board of Directors. No person may reside in a unit in the absence of residence by the Owner or, if applicable, the primary occupant(s), more frequently than once each calendar year.

Residents are responsible for their guests' adherence to the Rules and Regulations of *ONE TEQUESTA POINT CONDOMINIUM ASSOCIATION, INC.*

Residents are to notify the Property Manager in writing, at least 24 hours in advance, of guests intending to use their apartment in the Resident's absence, including the length of stay, number of persons in party, and names of all persons. The ASSOCIATION reserves the right to request identification from the guests at time of arrival in the building. (See Exhibit E)

**It is the responsibility of the Owner to provide keys for guests. Under no circumstances will emergency keys in the possession of the Association be given out or loaned.**

- 1) **All Owners are advised to purchase Liability Homeowners Insurance to cover injuries to their guests or damage to their personal property, including automobiles.**
- 2) **No guests shall be admitted to the property without prior written approval of the Owner, or without being able to establish contact with an Owner from the Gate or Concierge Desk.**
- 3) The Condominium Association shall accept NO responsibility for any accident or injury to any guest/s at ANY TIME.
- 4) Any guest in residence for more than 21 days must make application to The Board of Directors

for residency approval.

- 5) Under NO circumstances may occupancy of any guests exceed two persons per bedroom. (I.e. One bedroom, 2 overnight guests, two bedroom, 4 overnight guests, three bedroom, 6 overnight guests, etc.)
- 6) Guests of Owners and/or Residents **shall not** be permitted to bring pets into the building.
- 7) Any damage of any sort caused to the Association property by guests shall be the sole responsibility of the Owner.
- 8) **Access to Building: For security reasons all residents entering the OTP premises must have in their possession a registered electronic device (Proximity and Smart Pass) in order to gain access to the building. The building personnel will not grant entry.**

## **PETS**

- 1) Only one (1) domesticated dog OR two domesticated cats may be kept in a Unit at any time. A Resident may maintain either one (1) dog, one (1) cat or two (2) cats, but no combination of dogs and cats, no more than one (1) dog, and no more than two (2) cats.
- 2) **Renters are not permitted to have pets in the units, unless it is a medically documented service or emotional pet.**
- 3) Upon move in, or upon acquisition of a pet, the pet must be registered in the office and a snapshot of the pet must be provided for the Owner's permanent Condominium file.
- 4) Any resident maintaining a pet on Condominium property shall be fully responsible for, and shall bear the total expense of any damages to the property resulting from the acts of the pets. Any damage shall be determined by The Board of Directors and collected by the Association.
- 5) Aquarium fish and small domesticated caged birds are permitted.
- 6) Pitbulls, or any other breed considered to be dangerous by The Board of Directors are NOT PERMITTED.
- 7) Pets shall not be left on balconies where they may annoy other residents.
- 8) No pet shall be left on a balcony unattended or while the Owner is absent from the Building.
- 9) Any pet which becomes obnoxious to other unit Owners or occupants is subject to removal from the Condominium property upon review of the Board of Directors.
- 10) **PETS SHALL NEVER BE PERMITTED TO RUN FREE ON THE PROPERTY OR IN THE BUILDING except within a Unit.**

- 11) All pets shall be transported ONLY in the freight elevator, and at no time shall be permitted to travel in the passenger elevators, unless it is a service or emotional dog previously registered with Management office.
- 12) All pets must exit and enter the building through the garage exits, and may not, at any time, be led or carried through the common areas, lobbies, or third floor elevator lobbies, unless it is a service or emotional dog previously registered with Management office.
- 13) When outside, all pets must be leashed on a leash not to exceed six feet in length, and shall be handled by an individual or Owner willing and fully able to control the pet.
- 14) If required by Dade County or the City of Miami, all pets must be licensed and be inoculated against rabies or other detrimental conditions. Management office will require a current vaccination record from the veterinary's office. Vaccinations will need to be current at all times.
- 15) Should a pet happen to accidentally soil the carpeting or flooring in a hallway, the Owner must call the office or Concierge immediately so that special cleanup and sanitation procedures may be activated to ensure the integrity of the common area furnishings, floor coverings and appearance.
- 16) In the event that any pet shall defecate or soil in any way in or on the ONE TEQUESTA POINT Condominium property, the Owner shall immediately clean up the area, utilizing a "pooper scooper" or latex glove, deposit the waste in a small paper bag and deposit the waste in the appropriate trash collection container. Should the Owner not clean up the area, the building Staff shall clean it up at a cost of \$50.00 per instance, and the cost of cleanup shall be billed to the Owner. THIS RULE IS A MASTER ASSOCIATION RESTRICTION ALSO.

### **DAMAGES**

- 1) Owners shall be liable for all damage caused by guests, renters, family, employees, contractors, assignees, or pets.
- 2) All damages assessed to any Owner shall be due in 30 days from date of assessment and shall accrue interest at the applicable rate per month until such charges are paid.
- 3) Damages shall include any charges or costs incurred by The Association in the enforcement of the Rules and Regulations, including, but not limited to, legal fees, staff overtime; replacement of amenities, administrative costs, security charges, or police protection.

### **BALCONIES**

- 1) No rugs, clothing, towels, mops, or other objects may be shaken, dusted, or hung from the balcony railings.
- 2) Balconies may not be used as storage areas.
- 3) All loose and movable items must be removed from balconies or terraces upon notice of an approaching hurricane or other inclement weather characterized by high winds. This includes

furniture and plants.

- 4) Objects may not be placed on balconies so as to create a risk or injury should they fall or be carried off by high winds.
- 5) NO HEAVY HOOKS OR ATTACHING ITEMS MAY BE INSTALLED IN ANY BALCONY CEILING FOR THE INSTALLATION OF WEIGHT LIFTING EQUIPMENT OR CHIN-UP BARS.
- 6) GLASS TOP TABLES ARE STRICTLY FORBIDDEN.
- 7) **Cans, cigarettes or butts, papers, debris, gum, etc., SHALL NOT be thrown or dropped from any balcony.**
- 8) Waterproof containers (liners) must be placed under all plants or flower pots on the balconies.
- 9) The watering of plants on balconies and the sweeping and/or mopping of balconies shall not be done in such a manner as to disturb persons residing in other units, or to damage their patio furniture or other personal items.
- 10) THE HOSING OF BALCONIES OR SCREENS IS STRICTLY FORBIDDEN.
- 11) Barbecues, hibachis, smoker style appliances, or open fires of any kind are NOT permitted on any balcony or any common area. (Exception- Association provided Barbecue Grills on Pool Deck)
- 12) NO BUILT-UP DECKS ARE PERMITTED ON BALCONIES.
- 13) Any covering (tile, etc.,) must be submitted to the Board of Directors for approval prior to installation. Balcony floors must be waterproofed prior to hard flooring installation. (See "Alteration to Unit") Materials installed without the approval of The Board of Directors are subject to removal, with all associated costs of said removal to be born by the Owner.
- 14) Artificial grass or carpeting of any type is not permitted to be installed on any balcony.

#### **HURRICANE AND STORM SHUTTERS**

- 1) Hurricane Shutters must remain in the open position except in case of hurricane or high wind notification.
- 2) The Association will make arrangements for a once or twice a year maintenance of the hurricane shutters.
- 3) **If an Owner plans to be absent from his unit during the hurricane season, he/she must:**
  - a) **Designate a responsible individual (not employed by One Tequesta Point) to care for his/her unit should the unit require shutter closings and hurricane preparation. The name of this individual must be provided to the Property Manager with a phone number and method of contact.**

- b) **Leave all unit windows TIGHTLY CLOSED AND SECURED.**
- 4) **Upon notice of an approaching hurricane, all furniture, plants, and objects must be removed from the balconies into the interior of the building by the owner/resident.**
  - 5) **Should the Association Staff be required to close the shutters of a unit, due to an unforeseen emergency situation, a \$25.00 fee will be charged to the owner's account.**
  - 6) **A FEE OF \$100.00 WILL BE ASSESSED TO THE OWNER'S ACCOUNT, IF THE OWNER/RESIDENT FAILS TO CLOSE THE SHUTTERS WITHIN 24 HOURS AFTER THE MANAGEMENT OFFICE MANDATES THE CLOSING OF THE SHUTTERS.**
  - 7) **A fee of \$25.00 will be assessed for OPENING the shutters if the shutters are not re-opened by the owner/resident within a week of the hurricane passing or after an announcement from Management has been sent instructing to open the shutters.**
  - 8) **IN CASE OF EVACUATION ORDERS FROM ANY GOVERNMENTAL AGENCY, ALL UNIT OWNERS MUST EVACUATE THE BUILDING. THERE WILL BE NO EXCEPTIONS TO THIS RULE; IF YOU DO DECIDE TO STAY YOU DO SO AT YOUR OWN RISK. THE ASSOCIATION WILL HAVE NO RESPONSIBILITY OF WHATSOEVER NATURE.**

#### **NOISE**

- 8) **No resident shall make or permit to be made any disturbing noise within the condominium, nor shall he/she permit family, friends, servants, employees, agents, visitors or licensees to make any disturbing noises, or permit anything to be done by such individuals so as to interfere with the rights, comforts, or convenience of other residents.**
- 9) **No resident shall play, or be allowed to play any musical instrument, or operate, or allow to operate a phonograph, television, radio, or sound amplifier in his unit in such a manner as to be unreasonably disturbing or annoying to other residents of the Condominium.**

#### **TRASH, GARBAGE AND RECYCLING**

- 1) **All trash, debris, and garbage must be secured in appropriate bags and deposited in the correct recycling slot.**
- 2) **THERE WILL BE A CLEAN UP CHARGE OF \$25 FOR TRASH THAT IS IMPROPERLY DISPOSED OF BY A RESIDENT, HOUSEKEEPER, OR WORKER.**
- 3) **Trash bags, boxes, or any type of debris may not be left on any trash room floor.**
- 4) **Boxes are not permitted to be thrown down the chutes. Boxes must be flattened and placed neatly in the trash room. If you have too many boxes after 3pm please contact the front desk or you can place them next to the green recycling container located by the loading area.**

- 5) The owners must immediately remove the containers after unpacking.
- 6) No flammable material, lighted cigarettes, cigars, etc., or loose glass may be thrown down the chutes.
- 7) Any Owner or Resident found to be violating the Dade County Law or ONE TEQUEST A POINT recycling rules in such a manner as to cause the Building to be fined for Recycling Violations shall be assessed the total fine imposed by any agency or by The Board of Directors. The collection of such fine shall be conducted by the Association or through the Association attorneys.

## **MAINTENANCE – HOUSE CALLS**

- 1) **A per hour maintenance fee of \$25.00 (minimum charge one (1) hour) shall be applied to all house calls.**

## **CONDUCT**

- 1) No person in a private dwelling or in a common area of the Condominium shall engage in loud and boisterous or other disorderly, profane, indecent, immoral, or unlawful conduct.
- 2) The Owner of an apartment shall be held totally responsible and liable for the conduct and actions of his/her lessees, guests, family, children, pets, or assignees.
- 3) Children shall not be permitted to play in the lobby, the hallways, the driveways, the elevators, the Executive Center, the Condominium offices, the Exercise Room, The Tequesta Club Room, the Squash or Racquetball Courts, the garage ramps or the stairwells at any time.
- 4) No person shall be permitted to attach, nail, hang, pin, paste, or paint any item or decoration on any common area hallway ceiling, wall or exterior door.

## **SMOKING**

- 1) **IN ACCORDANCE WITH THE CLEAN AIR ACT NO SMOKING IS PERMITTED IN ANY HALL WAY, ELEVATOR, STAIR WAY OR STAIRWELL, PARKING GARAGE, LOBBY, TEQUESTA CLUB ROOM, RECEPTION AREAS OR ANY OTHER NON-EXEMPTED AREA OF THE BUILDING.**
- 2) Cigarettes and similar items must be extinguished and deposited in designated receptacles PRIOR to entering the Common Areas of the Building.
- 3) Smoking is permitted at the pool deck. Smoking materials must be extinguished and deposited in provided receptacles.

- 4) Any Owner or guest causing the very sensitive building smoke detectors to put the One Tequesta Point fire system in alarm mode shall face sizable fines and shall be required to pay all fines as imposed by Dade County or the Fire Department.

### **WINDOWS**

- 1) The washing of an Owner's balcony windows on the outside is the responsibility of the Owner.
- 2) The exteriors of all other windows shall be washed twice a year by the Association contractor.
- 3) Preventative Maintenance of the sliding glass doors shall be the responsibility of the Owner.

### **MOVING IN OR OUT**

- 1) ONLY ONE MOVE-IN OR MOVE-OUT IS PERMITTED EACH DAY.
- 2) A **"Move-In/Move-Out Acknowledgement Form"** must be obtained from the Management Office and must be completed, signed and returned to the office prior to scheduling the move.
- 3) Moving in or out of One Tequesta Point Condominium must be accomplished by professional and insured moving companies. **A copy of the insurance Certificate will be provided to the office prior to any move being scheduled.**
- 4) Moving hours are 8:30 am to 5:00 pm, Monday through Friday. Moving Companies must arrive on the property before 1:00 pm. Full moves will NOT be permitted to commence after 1:00 pm.
- 5) All Moving trucks must be off the property by 5:30 p.m. sharp. NO EXCEPTIONS TO THIS RULE CAN BE MADE. A fine of \$100.00 per hour and any part thereof will be charged if additional time is required.
- 6) NO MOVING IN OR OUT IS PERMITTED ON WEEKENDS OR LEGAL HOLIDAYS.
- 7) Residents must coordinate and schedule moves with the Office at least 48 hours in advance before moving in or out of furniture or household goods, subject to elevator availability.

#### **Truck Size limitation is as follows:**

**Length of Truck: 35 feet;**

**Width of Truck: 8 feet;**

**Height of Truck: 11.6 feet**

**(Measured from bottom of tire to top of truck)**

- 8) Semi-tractor trailers (18-wheelers) are not permitted on the Island. You must notify your moving company that they must make the necessary arrangements to use shuttle trucks which meet the size limitations as described in item 10 above.
- 9) A \$500.00 Common Area Security deposit is required and must be in the office 48 hours in

advance to the move.

- 10) At the end of the move the area shall be inspected and the deposit shall be returned, providing no damage has occurred.
- 11) Any damage to Common Areas by movers shall be assessed to the Owner of the unit, the Security deposit will be used to correct the damage. Should the damage exceed the amount of the Security deposit, the balance will be billed to the person moving in or out.
- 12) Wood furniture being shipped from the African continent, South or Central American countries in shipping containers by sea must be warehoused and treated with appropriate termite extermination chemicals (VIKANE GAS) prior to delivery to One Tequesta Point. Information may be obtained in the office.

## **WORKMEN-INSTALLATIONS-DELIVERIES**

### **1) INSURANCE REQUIREMENTS:**

- 1) Any company, workman, tradesman, installer, or person performing alterations or installations in One Tequesta Point Condominium must provide **proof of liability insurance in the amount of \$1,000,000.00** (one million dollars) and Workers Compensation Insurance.
  - 2) The company or person must provide a certificate of insurance to the Property Manager listing the Agent's phone number, and indicating that One Tequesta Point Condominium Association is listed as an additional insured.
  - 3) The certificate shall also state that all sub-contractors hired by any contractor are covered by the company's Workers' Compensation coverage.
  - 4) Insurance Certificates may be hand delivered 24 hours prior to the work starting.
  - 5) **LACK OF PROOF OF INSURANCE SHALL DELAY THE START OF A JOB.**
- 2) All contractors and sub-contractors must wear a One Tequesta Point work permit identification badge at all times while on the Association property.
  - 3) All work, deliveries, repair, or installations must be noticed to the office for inclusion in the daily staff and gate schedule.
  - 4) After hours or weekend emergencies such as plumbing or air conditioning repairs must be communicated to the Concierge and/or the gate by the Owner prior to the serviceman's arrival on the Property.
  - 5) Saturday installations or repairs of telephone equipment or cable equipment are permitted.

## **ALTERATION, REPAIR, STRUCTURAL CHANGES**

### **GENERAL:**

- 1) In order to perform any alterations or reconstruction in the unit, a Dade County and/or City of Miami building permit must be obtained. A copy of the permit must be submitted to the Office prior to commencement of any work.

- 2) Forms for application to alter the unit may be obtained in the Office. Items requiring permission for alteration are windows, cabinets, doorways, walls, wall removal, attached hard flooring, built-in appliances, air conditioning, heating, plumbing, electrical, or mechanical relocations.
- 3) All work by private contractors and sub-contractors must be accomplished between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. No commercial work is permitted on weekends or holidays.
- 4) All common areas from elevators to applicable unit must be protected with canvas covering prior to and during any installation, floor installation, repairs, reconstruction or painting. All debris of any kind generated by an owner's worker must be removed from the property at the end of each work day. Under no circumstances are carpet scraps or any construction debris to be thrown down the trash chutes or left in the garages.
- 5) Any extra cleaning procedures required to be performed by the Building staff due to an Owner's unit work will be billed to the unit Owner.
- 6) Emergency air conditioning or plumbing repair is permitted at all times. Owners should notify the Concierge or Office of the problem.
- 7) Telephone installation or repair is permitted at all times.

### **INSURANCE REQUIREMENTS**

- 1) All contractors or sub-contractors performing work at One Tequesta Point Condominium must possess liability insurance coverage in the amount of at least \$1,000,000.00 dollars, (one million) and Workers Compensation Insurance which covers each and any worker performing work on the premises.
- 2) A certificate of insurance, the issuing agent's name, address, and telephone number must be provided to the One Tequesta Point Office and listing One Tequesta Point Condominium Association as an additional insured, prior to the start of any work.
- 3) All contractors and sub-contractors must wear a One Tequesta Point work permit identification badge at all times while on the Association property.

### **STRUCTURE:**

- 1) NO ARCHITECTURAL MODIFICATION MAY BE PERFORMED WITHOUT THE PRIOR WRITTEN PERMISSION OF REPRESENTATIVE OF THE BOARD OF DIRECTORS.
- 2) No alterations of any kind which may violate or alter the structure of any bearing wall will be permitted.
- 3) No fire chases or fire risers may be violated, cut through, or altered in any way.

- 4) No smoke detectors or emergency sound equipment may be concealed in soffits, or covered by glass or mirrors.
- 5) Unit thresholds are common areas and can not be changed or altered.

## **FLOORS**

**No floor covering of any type, except for carpeting, may be installed in any Unit without the prior written consent of the Board of Directors.**

The Association's approval of the proposed flooring installation does not constitute an acknowledgement or warranty that the floor is properly installed. It is the unit owner's sole responsibility to ensure that the contractor installs the underlayment and floor materials in compliance with the manufacturer's specifications and that the floor coverings as installed, results in a **minimum Sound Transmission Classification (S.T.C.) of 72 and a minimum Impact Isolation Classification (I.I.C.) of 68.**

If the floor covering, as installed, is found to be in violation of the aforementioned requirements, the violating unit owner shall be liable for all costs incurred in testing. In addition, the Association shall be entitled to recover from the violating unit owner all reasonable attorney's fees and costs (including but not limited to pre-trial, arbitration, mediation, trial, appellate) incurred in testing, removal of floor covering and all other expenses associated with curing the violation, obtaining compliance, and all remedies to obtain compliance.

Any resident (complainant) who believes that a neighboring unit has improperly installed flooring shall notify the Association in writing that he/she believes a violation exists. The Association shall investigate the source and severity of the noise and advise the complainant of its conclusion. The complainant, may at its own expense, retain an expert qualified in sound engineering to perform tests on STC, IIC, and mechanical isolation compliance. If such expert determines that the floor is not in compliance with the Association's STC, IIC, and mechanical isolation requirements, then the owner shall reimburse the complainant for the testing costs and shall be responsible for all costs of compliance. If the expert determines that the floor complies with the Association's requirements, then the complainant shall not be reimbursed for any costs, including the costs of the expert. If the complainant does not retain an expert, the Association shall be under no obligation to take further action regarding the noise, other than its initial investigation.

No owner shall replace any flooring in a unit, other than carpeting, without meeting the requirements of these rules.

Replacement of any hard flooring will require soundproofing even though none presently exists.

## **BALCONIES:**

- 1) Although soundproofing is not required on balconies, the floor of the balcony must be WATERPROOFED prior to installation of hard flooring. Materials for waterproofing which have been approved by The Board of Directors is Proflex Hydra Seal.
- 2) The scuppers (drains) on the balconies must be protected against breakage, filling, blockage, or damage of any kind. A half moon cutout at least two (2) inches from the drain must be made in all flooring materials. A waterproof grout material must seal the edges of the half moon cutout, which connect with the concrete of the balcony. Specifications and drawings are available in the office.
- 3) NO MARBLE OR TILE THICKNESS MAY EXCEED three-eighths (3/8") inch. The weep holes in the glass doors must not be covered in any manner.

### **BAY WALKWAY**

- 1) The bay walkway shall be used in strict compliance with all zoning and governmental rules and restrictions.
- 2) All persons using the walkway shall exercise care to minimize any disturbance to neighboring residents. Disorderly conduct on the bay walkway is prohibited.
- 3) No swimming is permitted from the bay walkway.
- 4) No refuse shall be thrown from the walkway into the bay. Said actions on the part of an Owner could cause the Association to be fined by DERM (Department of Environmental Resource Management).

### **OBSTRUCTIONS**

- 1) There shall be NO obstruction or cluttering of any kind on the Condominium property, including, but not limited to, sidewalks, driveways, automobile parking spaces, lawns, entrance and exit ways, stairways, stairwells, hallways, patios, courts, pool deck, vestibules, or other Common Areas.
- 2) NO mats of any kind may be placed in the hallways.
- 3) NO bicycles shall be left unattended in the entrances, garages, walkways or lobby of the Condominium.

### **LOBBY REGULATIONS**

- 1) PROPER ATTIRE IS REQUIRED IN THE LOBBY AT ALL TIMES.
- 2) NO service personnel shall be permitted to loiter in the lobby.

- 3) NO bare feet are permitted in the lobby, lobby hall, or any other common area, with the exception of the pool deck.
- 4) No wet clothing or attire is permitted in the main lobby, Executive Center, Tequesta Club Room, Association Office or Reception areas at any time.
- 5) CHILDREN ARE NOT PERMITTED TO PLAY IN THE LOBBY AT ANY TIME. No bicycles, tricycles, skateboards, roller blades, roller skates, hover boards, electric cars or any electric motorized vehicles, worker's materials, delivery carts, equipment, supplies, construction materials or equipment, machinery, or any type of wheeled vehicle are permitted to access the building through the main lobby. All entry or exit for these items is to be accomplished from the parking levels and/or delivery entrances).
- 6) The Concierge work area is to be accessed only by Building personnel such as Valet or Access Control.

### **SALE AND LEASING OF UNITS**

- 1) Prior to the sale or lease of any unit, the Owner must notify the Board of Directors in writing of his/her intent to sell or rent.
- 2) Upon the sale or lease of any unit, the Owner shall provide his buyer or lessee with an application package to be completely filled out and returned to the Office by the prospective buyer or lessee.
- 3) For either sale or lease of a unit, the application shall be accompanied by a check or money order in the amount of One Hundred Dollars (\$100.00). This is the application fee as permitted by Florida Statute 718. No processing or screening procedures will be commenced until this fee is submitted.
- 4) Owners should allow 14 days approval time for a sale and for a lease.
- 5) Upon return of the application from the Association screening contractor, an interview/orientation appointment will be scheduled for the prospective buyer or lessee to meet with representatives of the Association Board of Directors. If the screening process is successful, a Certificate of Approval will be issued by the Board of Directors to the prospective buyer or lessee.
- 6) Without a signed, sealed, and notarized Certificate of Approval, no sale or lease shall be permitted to take place and no moving in shall be permitted.
- 7) In case of leases, upon approval of the Board of Directors, the Lessee will be required to post a Common Area Security Deposit in the amount equal to one month's rent with the Association. At the end of the lease, provided no Common Area damage has occurred, the deposit will be returned within 15 days of the move out date.
- 8) All approved buyers and lessees must complete an Association registration forms in the Office

prior to moving in, obtain parking permits, and provide emergency information to the Office.

- 1) No buyer, tenant, or new resident will be listed on Association, Concierge, Valet, or Security records until such time as an onsite working telephone number is provided to the Office.
- 9) Buyers should bring the photo of their pet to the Office prior to moving in. Rules and Regulations may be obtained in the Office at no charge. A pet registration form needs to be completed.
- 10) New residents must schedule their move in date at the Office at least 48 hours in advance of the move, based on a "first come, first served" policy. Only one move in or one move out is permitted per day, Monday thru Friday.

## **KEYS**

- 1) The keys for One Tequesta Point Condominium Association units are special keys which cannot be duplicated in the normal manner. Please consult the Office for information.
- 2) The Condominium Association exercises its right to possess a key(s) to all units in the Building. NO MEMBER OR RESIDENT SHALL CHANGE THE LOCKS OR INSTALL ADDITIONAL LOCKS. ALL LOCKS ARE TO BE CHANGED WITH THE MANAGEMENT OFFICE.
- 3) The Association shall be entitled to access to all units as permitted by Florida Statute 718, (Condominium Act) and/or The Declaration of the ONE TEQUESTA POINT CONDOMINIUM ASSOCIATION, INC.
- 4) In case of any maintenance requirement, emergency of any sort, or said governmental inspection requirement, The Association shall not delay access to any unit if a working key is not present in the Secured Lock Box in the Office. In case of permitted access need, a locksmith shall be called to open the unit and the cost of said service shall be assessed to the Owner of the unit.
- 5) The Association participates in annual Preventative Maintenance Inspections. These inspections will be announced in sufficient time for Owners to make access arrangements. UNDER NO CIRCUMSTANCES WILL OWNER KEYS BE PERMITTED TO LEAVE THE OFFICE WITHOUT THE SUPERVISION OF MANAGEMENT OR THE BOARD OF DIRECTORS.
- 6) Owners must make private arrangements to provide keys to service personnel, family, assignees, employees, Realtors, guests, or individuals of any kind. The Office will not be able to provide this service for insurance and liability reasons.
- 7) In case of a lock-out, Owners should make arrangements with friends or neighbors to keep an extra key. The Association assumes no liability or responsibility to provide keys or access after regular Office working hours. (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) However, as a courtesy the Concierge or Access Control personnel shall make all efforts to contact the Property Manager for emergency lockout, and procedures are in place to provide

emergency access to units in case of fire or injury situations.

## **PAYMENTS TO THE ASSOCIATION**

- 1) Monthly maintenance assessment payments, Special Assessment payments (if applicable), and other payments due to the ONE TEQUESTA POINT CONDOMINIUM ASSOCIATION, are due on the first day of each month
- 2) Payments received later than 10 days after the due date shall be assessed an administrative late fee of \$25.00 or five percent (5%) whichever is greater, and shall bear interest at the rate of fifteen percent (15%) per annum from the date due until the date paid.
- 3) All past due balances, regardless of origin, shall accrue late fees and interest.
- 4) Accounts more than 30 days past due shall be turned over to the Association attorneys for collection. All fees and costs associated with such action shall be the responsibility of the Owner.
- 5) It is the Owner's responsibility to provide payment to the Association of all fees and charges incurred by or on the behalf of the Owner's unit. Failure of an Owner's Agent to make timely or complete payments to the Association shall not be grounds for forgiving of charges which the agent's actions may cause.
- 6) Check's returned from an Owner's Bank as uncollectible shall not be redeposited. Non sufficient fund (NSF) checks shall cause an Owner's account to be charged an NSF check charge in the amount of five percent of the amount of the check, plus any bank charges which may have been levied by the Association bank, plus the late fee permitted for late payment.
- 7) Monthly statements are mailed by the Association. Unit ledgers shall be provided upon request and all nonrecurring charges shall be noticed upon posting to the Owner's account. Should emergency maintenance or miscellaneous charges occur, these will be posted and noticed to the Owner.
- 8) At the end of the fiscal year, (December 31) each Owner shall receive that year's ledger sheet showing all activity on his account.
- 9) If an Owner shall use an "agent" to pay his monthly and nonrecurring fees to the Association, the Owner shall advise the Association of the agent's name, phone number and address so that any special financial information may be mailed to the agent. **EACH OWNER MUST INSTRUCT HIS AGENT TO INDICATE THE UNIT NUMBER, THE OWNER'S NAME, AND THE PURPOSE OF THE PAYMENT ON EACH CHECK SENT TO THE ASSOCIATION.**

## **PACKAGES AND CERTIFIED MAIL**

- 1) The Association requires an "Indemnification and Release" form be signed by the Owner or Resident who wishes the front desk or Concierge to accept any item, package or piece of Certified Mail.

- 2) Packages and special mail not picked up within fourteen (14) days shall be returned to the carrier, unless other arrangements are made with the Concierge.
- 3) The Association accepts no responsibility for flower, perishable, or otherwise fragile deliveries to the Concierge or front desk.
- 4) In order to dispense any piece of special mail or any delivery, the Association reserves the right to request identification from the person claiming the item.
- 5) The employees of The Association will not be able to deliver packages or special mail to any unit unless an "Indemnification and Release" form is on file.
- 6) The Association accepts no responsibility whatsoever for any loss or misplacement of any item of mail or any delivery.

### **MAIL TO OWNERS, AGENTS, OR RESIDENTS**

- 1) It is the responsibility of every Owner to apprise the Association of his /her current legal address. Failure of an Owner to receive any notification or billing for lack of a current mailing address shall not relieve the Owner of any obligation relative to the mailing or billing of maintenance or other fees.

### **EMPLOYEES OF THE ASSOCIATION**

- 1) The Board of Directors is responsible for the employment and direction of Association personnel. At no time shall any Owner or Resident attempt to assert or exercise control over an employee of The Association.
- 2) Any complaint or concerns involving employee conduct or job performance should be directed to the Property Manager or the Board of Directors.

### **VIOLATIONS OF RULES AND REGULATIONS**

- 1) The Condominium Documents of The Association and the Florida Statute 718 (Condominium Act) permit the levying of fines for violations of the Rules and Regulations of The Association.
- 2) In accordance with Florida Statute, the administrative process, should a fine be deemed appropriate by The Board of Directors, is as follows:
- 3) Upon violation of Rules and Regulations, 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 declaration, the association bylaws, or reasonable rules of the association. A fine may not become a lien against a unit. 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.

- 4) 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 any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does 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.
- 5) 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 occupant, 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. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The association must 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.
- 6) After the fine is levied, should the Owner ignore the mandates of the Board of Directors, or continue the violating behavior, The Board of Directors shall pursue the violation through the legal process which, in addition to seeking compliance, would seek recovery of all fees and costs incurred from the Owner/violator. Fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which The Association may be otherwise entitled.

### **Common Violations**

Loud unit noise (music, conversations, etc)

Forcing a gate door open

Rollerblading, riding bikes or scooters in main lobby/common areas

Incorrect parking (non-designated area, outside lines, wrong parking space)

Pet in common areas that is not a service or emotional dog

Moving after hours and /or moving items in the weekend

Pet accidents

Children on elevator railings

Use of jacuzzi after hours

Using BBQ after reservation time has ended

Leaving the BBQ or Club Room area dirty

Car without OTP decal

Resident/child/guest barefoot in common areas or without proper attire

Pets without leash

Barking dogs

Watering the plants / balcony

Commercial vehicles in garage

Floor mat in front of the unit door

Speeding in the garage

Children alone in the jacuzzi

Gym equipment used and left misplaced

Items stored in or hanging from the balconies

Construction workers arriving earlier or leaving later than accepted or working on the weekends

Gasoline containers in storage units (either full or empty)

Glass containers by the pool and/or jacuzzi

Cigarettes or other items thrown from balcony

Improper disposal of trash / Boxes in the refuse not flattened

Oil leaks in garage

No OTP decals properly displayed in vehicles

Renters with pets that are not emotional or service dogs

## **RULE CHANGES AND EXCEPTIONS**

- 1) These Rules and Regulations shall be cumulative with the covenants, conditions, and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor its agents or employees and contractors, nor to the units owned by the Developer.
- 2) All of these Rules and Regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof.
- 3) The Board of Directors of The Association reserves the right to change or revoke existing Rules and Regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the Building and its occupants, to promote cleanliness and good order of the Property and to assure the comfort and convenience of Members. Said changes, however, shall not be arbitrary in content, or in conflict with the Association Declaration or by-laws. Any changes shall be reviewed by the Association legal counsel and filed with the appropriate Clerk of Courts.

## **EXHIBIT A**



### **Reservation and Waiver Form For Pool, Bar-B-Q and Club Room of One Tequesta Point Condominium**

UNIT # \_\_\_\_\_ Name of Resident: \_\_\_\_\_ Application Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Tel/Cell #: \_\_\_\_\_ Function Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Hours: From: \_\_\_\_\_ to: \_\_\_\_\_

**Note: Hours are from 10am to 10pm and are limited in duration to a maximum of 4 hours.**

Type of Function: \_\_\_\_\_ Total Number Attending: \_\_\_\_\_ Number of Children: \_\_\_\_\_

**The undersigned applicant does hereby agree to abide by the following terms and conditions relating to the Pool, Bar-B-Q and Club Room Areas of One Tequesta Point Condominium Association, Inc.**

- 17)** There is no fee for the use of the Bar-B-Q and Club Room Area for special functions; however, a refundable security deposit is required in the amount of \$250.00 for parties of four (4) or more persons excluding Residents. This deposit shall be refunded following inspection by the Association provided the Pool, Bar-B-Q and/or Club Room Areas are left in the same condition as prior to the function.
- 18)** ***THE UNDERSIGNED, ON BEHALF OF THEMSELVES AND ALL OF THEIR GUESTS RELEASE THE ASSOCIATION, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY LIABILITY ARISING OUT OF THE USE OF THE COMMON ELEMENTS ANTICIPATED BY THIS RESERVATION. FURTHERMORE, THE UNDERSIGNED AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTIONS, CONTROVERSIES AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF THE USE OF THE COMMON ELEMENTS. THE UNDERSIGNED AGREES THAT THE USE OF THE COMMON ELEMENTS ANTICIPATED BY THIS RESERVATION CONSTITUTE GOOD AND SUFFICIENT CONSIDERATION FOR THE OBLIGATIONS UNDERTAKEN IN THIS PARAGRAPH.***
- 19)** Your reservation is for the exclusive use of the specified Area only. While your special function guests are invited to use the Swimming Pool, your reservation does not entitle you or your special function guests to the exclusive use of the Swimming Pool; therefore, use of the Swimming Pool shall be in such a manner as to respect the rights of others. Keeping in mind that the swimming pool may be used by other One Tequesta Point residents, their immediate families and their respective house guests.
- 20)** Loud and disturbing noises are prohibited. All radios, tape machines, compact disc players, stereos, etc., if used at or in the vicinity of the pool shall be used only with earphones.
- 21)** The Resident and all guests shall comply with the Association's Rules and Regulations, which are attached.
- 22)** The Association has the right to close down the party if the Rules and Regulations are not followed.
- 23)** The Resident requesting the reservation shall provide a guest list at least three days prior to the function.
- 24)** This agreement along with the Security Deposit check must be submitted at least three working days prior to the function.  

**Pool Deck Maximum Capacity: 100 people**

**Pool Maximum Capacity: 50 people**

**Club Room Maximum Capacity:**

**40 people**

**Extra Valet Charge \$100.00** \_\_\_\_\_ **Indicate if required [ ] Yes [ ] No**

- Association Member will have to pay for an additional valet when there are more than seven vehicles.
- **IF MORE THAN ONE PARTY IS BEING HELD AT OTP, please note that guests WILL be redirected to PARK in the public parking located in the retail area of the Island as guest parking for the building is insufficient.**

Refundable Security Deposit: \$250.00 - Check # \_\_\_\_\_ [ ] Pool  
Refundable Security Deposit: \$250.00 - Check # \_\_\_\_\_ [ ] Bar-B-Q  
Refundable Security Deposit: \$250.00 - Check # \_\_\_\_\_ [ ] Club Room

**Signature of the resident is an acknowledgement of receipt, understanding and agreement to comply with the Rules and Regulations of the One Tequesta Point Condominium Association:**

**Resident Signature:** \_\_\_\_\_

**8/16/05-lv**

**Exhibit B**

**FACILITY HOURS**

|                             |                                                                                   |
|-----------------------------|-----------------------------------------------------------------------------------|
| Swimming Pool               | Open: 6:00 am to 10:00pm<br>(Swim at your risk)                                   |
| Jacuzzi                     | Open: 6:00 am to 10:00pm<br>(Swim at your risk)                                   |
| Spa & Physical Fitness Area | Open: 5:00 am to 11:00pm                                                          |
| Executive Business Center   | Open by appointment only –<br>24 hours a day                                      |
| Tequesta Club Room          | Reservations Required<br>Open: 9:00 am to 10:00pm                                 |
| BBQ                         | Reservations Required<br>Open: 6:00 am to 10:00pm                                 |
| Racquetball / Squash Courts | Open: 6:00 am to 11:00pm<br>(Reservations Required through<br>the Concierge Desk) |

The clean-up charge for any social or business activity in any public area is \$100.00 payable to One Tequesta Point Condominium Association, Inc. (A security deposit for common area properties may apply)

## ENJOY YOUR BEAUTIFUL FACILITIES!

### Exhibit C

### ONE TEQUESTA POINT TELEPHONE NUMBERS

|                                          |              |
|------------------------------------------|--------------|
| One Tequesta Point Administrative Office | 305-358-8850 |
| Office Fax                               | 305-358-8843 |
| Concierge                                | 305-358-6868 |
| Gate House                               | 305-358-8861 |
| Valet                                    | 305-358-8861 |

*Calls for Security, the Fitness Center, Pool, Spa or Courts  
Should be directed to the Concierge Desk at 305-358-6868.*

**Exhibit D**

**IMPORTANT PHONE NUMBERS**

**UTILITIES / SERVICES**

|                                |                |
|--------------------------------|----------------|
| FP&L – Florida Power and Light | 305-442-0388   |
| AT & T                         | 1-800-945-6500 |
| Comcast (1-800-Comcast)        | 305-232-8132   |

|                                                |              |
|------------------------------------------------|--------------|
| Fire Department                                | 911          |
| Fire Rescue                                    | 911          |
| Police Department                              | 911          |
| Police Non-Emergency                           | 305-476-5423 |
| Emergency Squad                                | 305-595-6263 |
| Coast Guard Search & Rescue<br>(Air Emergency) | 305-356-5611 |
| Coast Guard Search & Rescue<br>(Marine)        | 305-535-4314 |

|                           |              |
|---------------------------|--------------|
| Mount Sinai Hospital      | 305-674-2121 |
| Miami Heart Institute     | 305-868-5000 |
| Miami Children's Hospital | 305-666-6511 |
| Baptist Hospital          | 305-596-1960 |
| South Miami Hospital      | 305-661-4611 |
| Mercy Hospital            | 305-854-4400 |

|                                                                            |              |
|----------------------------------------------------------------------------|--------------|
| Diamond Cab Service                                                        | 305-545-5555 |
| Walgreen's Drug Store<br>(Located at Biscayne Blvd. & 31 <sup>st</sup> St) | 305-573-0130 |



**EXHIBIT E****INDEMNIFICATION AND RELEASE FORM FOR GUESTS**

WHEREAS the undersigned Unit Owner(s) or Tenant(s) in Unit No. \_\_\_\_\_ of One Tequesta Point Condominium Association, Inc. is/are desirous of having One Tequesta Point Condominium Association, Inc. (The Association) or its agents make access to the building available to the following person or persons.

**NAME OF PERSON(S) AUTHORIZED TO HAVE ACCESS****Date/Dates Of Visit – 21 day limit**

Give Key

1) \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

☐

2) \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

☐

3) \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

☐

4) \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

☐

5) \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

☐

6) \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

☐

**IF YOU WISH FOR THIS AUTHORIZATION TO REMAIN IN EFFECT BEYOND THE INTENDED TERMINATION DATE, PRIOR WRITTEN NOTICE MUST BE PROVIDED TO THE ASSOCIATION. IT IS UNDERSTOOD THAT THE UNDERSIGNED IS RESPONSIBLE FOR PROVIDING THE PERSON(S) TO HAVE ACCESS WITH A KEY TO THE UNIT. THE ASSOCIATION WILL NOT MAKE A KEY TO THE UNIT AVAILABLE FOR THIS PURPOSE.**

**Any guest in residence for more than 21 days must make application to The Board of Directors for residency approval. No lessee may loan a unit, as residence of a leased unit shall be only by those persons indicated on the application to the Association to lease a unit. Each unit shall be used only for residential purposes, and no transient use shall be permitted. No unit may either be leased or loaned more frequently than one (1) time each calendar year.**

Received by \_\_\_\_\_

X

(Print Name, Unit Owner(s) / Tenants (s))

Date \_\_\_\_\_

X

(Signature)

WHEREAS, to protect the Association, its Officers, Directors, members, agents, and employees (hereinafter the Association Parties) from any claims, damages, demands, suits, judgements, actions, causes of actions, debts, sums of money, accounts, and claims and demands arising out of or related to the services performed hereunder on behalf of the undersigned Unit Owner(s) or Tenant(s), I/We indemnify and hold harmless the Association Parties from any such actions, demands, suits, etc.; and

WHEREAS, the Association is not willing to provide the above referenced services to the undersigned Unit Owner(s)/Tenants(s) without the benefit of this indemnification and release form.

NOW THEREFORE, for Ten (\$10) dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Association Parties and the undersigned, it is hereby agreed that the undersigned Unit Owner(s) or Tenant(s) hereby agrees/agree to hold harmless and indemnify the Association Parties from any claim, demands, suits, etc., including but not limited to reasonable attorney's fees, costs at the trial and appellate levels if applicable, against it or them by any party, resulting from or related to the performance of the above services for the undersigned hereby releases said Association Parties and will not assert any claims against such Association Parties for the services performed hereunder. This indemnification and hold harmless shall apply even in those situations where the claims may result directly or indirectly in whole or in part from the negligence of the Association Parties. The Association shall have the right to limit or condition performance of the above referenced services as the Board of Directors may reasonably determine from time to time on the exercise of its sole discretion. The Association is not responsible to supervise or, in any way, control the person to whom access to the unit is afforded, or limit the activities of said person to the purpose as may be expressed herein. The authorization for the services as set forth herein shall remain in effect until written notice terminating same signed by the undersigned is received by the Association, or until the Association provides the undersigned with written notice revoking the services.