

HOUSE RULES

Failure to comply with any and all rules set herein can result in fines and / or penalties assessed against individual Residents and / or Unit Owners.

1. General Residency

- a. The hours for owners or renters to move into or out of the building are Monday to Friday 9:00 am to 6:00 pm. No one is permitted to do any moving of furniture, etc. on weekends or holidays. Individuals moving in and out from the property are required to put up and take down the elevator pads during their move.
- b. No repair or construction can be done by anyone during the weekend. All repairs, whether they require all contractors, hired by the Association or unit owners directly, must be insured and provide proof of insurance to the Association showing that Lincoln Plaza Condominium, as an additional insured.
- c. It is the responsibility of all residents to keep the common areas clean and tidy once such areas are maintained by the cleaning person.

2. Rentals

- a. All leases must be for one-year terms only. Units may not be rented more than once during any one-year period dating from the commencement of the previous lease.
- b. A background and credit history is done for ALL potential new tenants over 18 years old (NO EXCEPTIONS). The application fee is \$100 per person.
- c. There is a one-year residency requirement for any owner intending to rent the unit. This one-year residency requirement does not apply to an owner who already owns one unit in the building but subsequently purchases a second unit in the building as long as the minimum one-year residency requirement is satisfied for the first unit.
- d. In order that necessary steps may be taken in an emergency situation, the Board of Directors **MUST retain keys to all Units**. No Unit Owner/Tenant may alter any lock or install a new lock without informing the Association. Where such action is taken, the Unit Owner/Tenant must provide the Board of Directors with a new key. In the event that the Owner/Tenant of a Unit does not provide a set of keys, the Association has the right, in an emergency, to enter the Unit. The cost to bring a locksmith to the unit will be billed to the unit owner.
- e. The tenant is responsible for payment of a \$500.00 security deposit for the building. This will be held in a separate interest-bearing account. Neither the tenant nor the unit owner will be entitled to the interest. The security deposit will be returned in a manner consistent with Florida Statutes Section 83.
- f. Your landlord is your first point of contact when you have a problem with your apartment, all repairs inside the unit are the responsibility of the unit owner NOT the condo association or a condo board member.
- g. The association is not responsible for any keys or locks associated with your mailbox.

3. Pets

- a. Unit owners are permitted to have a maximum of two reasonably sized pet within their units. A maximum combined weight of 50 lbs. is allowed for each unit.
- b. No guests or invitees of the unit owner shall be permitted to bring animals of any kind into the unit.
- c. A \$500 pet fee must be provided to the Association for each pet in the unit. \$250 of the fee is non-refundable. The balance will be refunded once the pet no longer resides on the property.
- d. License and rabies vaccination certificate are required.
- e. Each individual unit owner(s) can determine whether or not they will allow their individual tenants to have pets.
- f. Pets must remain indoors. They are not allowed in the common areas unless they are on a leash and supervised by a resident.
- g. Under no circumstances are pets allowed to urinate or defecate in any of the common areas of the property.

- h. Pet owners must abide by the City of Miami Beach leash laws. Pet waste must be picked up immediately and disposed of properly.

4. Noise

- a. Residents and guests are required to follow Miami Beach ordinance for quiet hours weekdays and weekends 10:00pm – 8:00am. No excessive noise of any kind will be tolerated during these hours.
- b. Residents are responsible for their guests abiding by the House Rules and any disruptions to other residents.

5. Renovations / Remodeling / Refurbishing

- a. A copy of any and all permits for unit renovations must be submitted to the Board.
- b. All construction improvements must be done 9:00am – 6:00pm weekdays.
- c. Access to the roof for a/c repairs must be scheduled. Please notify the association.

6. Common Area Maintenance

- a. No item may be kept outside the front door of a residence without prior approval.
- b. Common areas must be kept clear of trash, debris, cigarette butts, etc.
- c. Satellite dishes are not allowed
- d. Towels and clothing may not be hung over the railings.
- e. No repairs of vehicles is allowed anywhere on the property
- f. If you use a common area, be sure to leave it tidy for the other residents' use and enjoyment.

7. Trash / Recycling

- a. Deposit only recyclable products in the recycle bins; plastic, cardboard, newspaper, paper, aluminum, glass, and cans.
- b. All trash and recycling must be disposed of in the appropriate receptacles.
- c. Be sure tote lids close when you deposit your trash. If tote is full, please deposit in another tote.
- d. All boxes must be broken down and placed in the totes. Boxes next to the totes will not be removed.
- e. You are responsible for the disposal of "hard trash", i.e.: mattresses, furniture, etc.

8. Pool

- a. All pool use is at your own risk.
- b. No glass or pets are allowed on the pool deck or near the pool at any time per Miami-Dade ordinance.
- c. Children under the Age of 12 must be under the DIRECT SUPERVISION of an adult 18 years or older at all times when children are in the water.
- d. All children must be supervised by an adult at all times in the common areas or in the pool.

9. Barbecue

- a. After grates have cooled, use the attached metal brush to clean grates at the end of use.
- b. Empty round ash container located inside lower cabinet after ashes have cooled.
- c. Wipe down side tables of barbecue before replacing cover.
- d. Replace barbecue cover at the end of use after barbecue has cooled.

10. Fine Process

- a. One warning will be given. Any additional violations will result in a \$100 fine on the unit owners' ledger.
- b. Any fines incurred by renters will be passed along to the unit owners.
- c. It is up to the owner to collect any fines owed by their renter.

718.303 (3) 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 as provided in paragraph (b). However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

I have read all the points above and agree to abide by these requests, put forth by the Condo board.

Tenant/Owner Signature _____

Tenant/Owner Name _____

Date _____ Unit # _____

Code Enforcement: 305-673-7555

Non-emergency Police: 305-673-7900