



GENERAL RULES AND REGULATIONS

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

In addition to the Rules and Regulations set forth in the Declaration, The Board of Directors may from time to time adopt or amend rules and regulations governing the details of the Units, Common Elements, Limited Common Elements or other property of the Condominium or services made available to the Unit Owners and the conduct of all residents thereof. The Unit Owners shall, always, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision.

These General Rules and Regulations shall be cumulative with the covenants and Occupancy and Use Restrictions set forth in the Declaration of Condominium.

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 requires from time to time. These additional rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

Violation of any of The Collins Rules and Regulations will subject the Unit Owner to the maximum fine allowed by law. No fine may exceed \$100 each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.

The Rules and Regulations, which are being provided, has been approved at the Board Meeting conducted on January 8, 2026.



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COMMON ELEMENTS

1. **Common Areas:** The sidewalk, entrances, passages, if applicable, vestibules, stairways, corridors, halls and all the Common Elements must not be obstructed, 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 herein. No loitering, or group activities shall be permitted in the halls, stairways, elevators, or other Common Elements of the Association Property unless otherwise permitted in writing by the Association. For security purposes, all doors leading from the building to the outside or from the garage into the elevator lobbies, stairways of the Condominium building shall be closed at all times and shall not be blocked open except during approved move ins and move outs.
2. **Doors:** Exterior apartment doors must not be blocked or left open. No object may be affixed, attached, or displayed on the doors, including the frames and hardware thereof, nor shall any alterations be permitted to the exterior of the doors of the Units without the written consent of the Board of Directors.
3. **Personal Property:** The personal property of all Unit Owners shall be stored within their Condominium Units or assigned storage areas. No personal property shall be stored on the balconies, or Common Elements on the Association Property, except as otherwise provided in the Governing Documents.
4. **Personal Items in Common Elements:** No garbage cans, supplies, lockboxes, milk bottles or other articles, shall be placed in the halls, balconies, or on the staircase landings or other Common Elements on the Association Property; nor shall any linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles, be shaken or hung from any of the windows, doors, balconies, or exposed on any part of the Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris and other unsightly material. Notwithstanding anything contained herein to the contrary, a Unit Owner is permitted to respectfully display a United StatesFlag.
5. **Garbage:** Owners and residents must deposit their trash in the trash chute located on each floor. In this regard, all refuse must be bagged in sealed garbage bags. Large items and boxes cannot be placed in the trash chutes as they may block the chutes and cause injury to those that remove them. All boxes should be brought to the trash room on the garage level and boxes must be broken down. A violation notice, fine and/or suspension may be imposed by the Association to offenders. Residents in need of disposal of large items must make accommodations for items to be picked up by a third-party vendor. The Association is not responsible for the disposal of bulky items due to space limitations.
6. **Water/Plumbing facilities:** Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any purpose other than for their intended use and purpose. Any damages resulting from neglect and/or misuse of any 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.
7. **Limited Common Elements:** Other than a United States flag respectfully displayed, nothing, including, but not limited to, radio, television, aerials, antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans, 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 of any window, door or balcony of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window, door, or any Limited Common Element of any Unit without the prior written consent of the Association. The consent of the Association to



all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.

8. **Exterior of units:** No awning, canopy, shutter, or other protection shall be attached to, or placed upon the outside walls, doors, or roof of the building without the written consent of the Board of Directors of the Association. The exterior appearance of all window coverings shall be uniform and white in color. No additions, alterations, installation, or improvements shall be made on or to any portion of the Units which is visible from the exterior of the building, or which affects the aesthetic continuity of the exterior of the building, without the express written consent of the Association's Board of Directors.
9. **Complaints/Comments:** Complaints regarding the service, maintenance or any other issues related to the operations of the Condominium shall be made in writing to the Association.
10. **Use of personal items in Common Elements:** No bicycles, scooters, baby carriages, similar vehicles, toys or other personal articles shall be allowed to stand in any driveways, Common Elements or Limited Common Elements other than in areas designated by the Board of Directors. Bicycle riding, skateboarding or rollerblading is prohibited in Common Elements.
11. **Solicitations:** No solicitors are permitted on the Condominium Property at any time except by individual appointment with residents.
12. **Portable Items:** All persons with coolers, inflatable and other pool or beach related items must use the service elevator.
13. **Damages to Common Elements:** Unit Owners are responsible and liable for any damages to the Association Property, their Unit, other Units, the Common Elements or Limited Common Elements caused by their own negligence and intentional acts or omissions, as well as the negligence, and intentional acts or omissions of their family members, guests, invitees, servants, lessees, animals, and persons who are on the Condominium Property because of such Unit Owner.
14. **Food and beverage consumption:** 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.
15. **Proper attire while in Common Elements:** Proper attire is required including shirts and shoes, when walking through common elements within the building, when going to and from the pool or beach areas and when in elevators and corridors. The service elevator must be used when going to or from the pool or beach areas.
16. **Posting of Rules and Regulations:** In addition to the Rules contained herein, Rules and Regulations as to the use of the recreational facilities shall be posted and each Unit Owner, as well as his family, guests, and invitees, shall observe all written and posted Rules and Regulations.
17. **Compliance with the Governing Documents and Rules and Regulations:** Conform to and abide by the covenants and restrictions contained in the Association's Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations regarding the use of the Units and Common Elements, which may be adopted in writing from time to time by the Association, and see that all persons using the Owner's property, by, through, or under him do likewise.
18. **Security:** Each resident is responsible for locking all doors, which should be locked, including the receiving entrance door, and for observing security regulations. Every security guard is responsible for understanding and enforcing the rules and regulations of the building.



CONDOMINIUM UNITS

1. **Unit Alterations:** The interior of a Condominium Unit shall not be altered in any manner as such would have any effect on the structural elements of the Association Property, building or its electrical, mechanical, plumbing or air conditioning systems, or on any of the Common or Limited Common Elements, without the prior written consent of the Association, except to the extent permitted by the Governing Documents.
2. **Repairs:** No repairs shall be made 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 obligations of the Owner of the Unit. The Association shall pay, 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 contractors or repairmen from the Condominium.
3. **Noise/Odor:** No Unit Owner or resident shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors, and licensees; nor cause or permit any activity by such persons that interfere with the rights, comfort or convenience of the Unit Owners and residents. No Unit Owner shall play in his/her Unit or upon the Association Property, nor suffer to be played in his/her Unit or upon the Association Property, any musical instrument, phonograph, television, radio, or sound amplifier in such a manner as to disturb or annoy other occupants of the Condominium. All 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. No Unit Owner or resident shall cause or permit strong odors, including but not limited to, cigarette or marijuana smoke, incense, garbage or any other pungent or noxious odor to emanate from their Unit into the Common Elements and other Units and Limited Common Elements.
4. **Cleaning:** All residents shall be obligated to clean-up after themselves and to keep their Unit, the Common Elements, and the Association Property free and clear of any debris, trash, or waste. No Owner shall allow any items whatsoever to fall from the windows, balcony or doors of the premises; nor shall any Unit Owner or resident be permitted to sweep, throw or discard from the premises any dirt or other substance into any of the corridors, halls, balconies, elevators, ventilators, elsewhere in the Common Elements of the Association, the building or upon the grounds on the Association Property.
5. **Maintenance:** Each Owner and resident of the Association shall maintain his Unit in a clean, sanitary manner and in good repair, including all interior surfaces within or surrounding his/her Condominium Unit (such as the surfaces of the walls, ceilings, floors, etc.), whether or not a part of the Unit, or Common Elements or Limited Common Elements which are a part of the Unit, and shall maintain, repair all improvements and fixtures therein and pay for any utilities which are separately metered to their Unit.
6. **Water leaks:** Repairs and work necessitated by a Unit Owner's failure to undertake preventative care, maintenance, or any other expenses related to a water leak or water damage emanating from within the Unit will result in a cleaning and/or repair fee of \$75 or \$30 an hour (whichever is greater) should on-site personnel be able to undertake the work, or if the repairs have to be performed by an independent contractor engaged by the Association, the expense of such repairs will be charged to the Unit Owner as a Charge on the Unit.
7. **Unit exterior areas:** The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, Limited Common Elements, balcony walls, railings, ceilings, or doors, shall not be painted, decorated, or modified by a Unit Owner in any manner without the prior consent of the Association. The Association's intent is that all Units look uniform and in an aesthetically pleasing manner, throughout the complex, including hardware/locks.



8. **Displaying of signs/advertisement:** No sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Condominium Unit or Association Property by any Unit Owner or occupant without the prior written consent of the Association.
9. **Unit Access:** Unit Owners are required to provide the Association with a duplicate key for emergency access into the Unit. The Association must retain a duplicate key to all Units FOR BUILDING EMERGENCIES OR BUILDING MAINTENANCE ONLY. They are not to be used for admission of residents, relatives, guests, servants, or trades people. In the event the Unit Owner fails to supply a duplicate key, and entry into the Unit by the Association is permitted in accordance with the Declaration, Articles, By-Laws or these Regulations, the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. Unit Owner should contact Management for the procedure regarding “lock boxes” or Realtor access to their unit(s).

The Association shall have an irrevocable right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications, monitoring systems, Life Safety Systems, digital or other satellite systems, broadband communications, and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove all Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

10. **FOBs & Transponders:** FOBs and transponders will be issued to only the Unit Owners of record. The issuance of FOBs and transponders shall be limited to: six (6) FOBs and six (6) transponders, for a two- bedroom unit and four (4) FOBs and (4) transponders, for a one bedroom Unit. Replacement fobs and transponders will be provided at a cost of \$35 each. In the event a FOB is lost, stolen or damaged, you must provide all of your FOBs to the Management office, so the system can be updated by deleting the lost, stolen or damaged FOB from the system.

Replacement FOBS shall not be issued absent compliance with the procedure set forth herein. Improper or unauthorized use of the FOBs and transponders by the designated Owner or Resident may result in deactivation of all FOBs and transponders.

11. **Extended Absence, Securing of Units during Hurricane Season:** During the Hurricane Season (June through November) and at any time in which a Unit Owner or occupant plans to be absent from the Unit for an extended period of time (more than one (1) week) during the year shall secure the Unit and prepare the Unit and all belongings against windstorms and rain. Prior to the departure from the Unit the Unit Owner or occupants of any Unit shall designate a responsible firm or individual to act as the Unit Owner/occupants agent to care for the Unit and otherwise secure the Unit should a severe weather event, tropical storm or hurricane threaten the area, or in any event should the Unit suffer any damage. The name of the firm or individual must be provided to and approved by the Association.
12. **Fire Safety:** No flammable, combustible, explosive fluid, chemical or substance shall be kept in any Unit, Limited Common Element, storage, or assigned hereto, except such as are required for normal household use.
13. **Association Payments:** Payments of monthly assessments shall be made to the management company. Payments made in the form of checks shall be made payable to the order of The Collins Condominium



Association. Payments of regular assessments are due on the first (1st) day of each month, and if such payments are ten (10) days late or more, they are subject to charges as provided in the Declaration of the Condominium. Contact Management office if you wish to pay monthly fee electronically or automatic deduction from a bank account.

14. **Request to Inspect Association Official Records:** A Unit Owner may request to inspect and review the Association Official Records one (1) time per month, upon Unit Owner's written request to the Management office. If a Unit Owner requests copies of the Official Records, there will be a charge up to \$0.25 cents per copy. To avoid copy charges, the Unit Owner has the right to review the Official Records at the Association Management office on-site, without copies being made.
15. **Use of Condominium Units:** The Condominium Unit shall be used solely for residential purposes consistent with the Governing Documents, applicable laws and zoning ordinances. No trade, business, profession, or other type of commercial activity may be conducted in or from any Condominium Unit, nor any shall any use be made thereof, which violates any covenants and restrictions contained in the Governing Documents, and any laws, ordinances and regulations of any governmental body having jurisdiction thereover.
16. **Packages and Certified Mail:**
 1. The Association requires an "Indemnification and Release" form to be signed by the Unit Owner or Resident who wishes the Front Desk to accept any item or package.
 2. Packages over fifty (50) lbs. shall be sent back to the carrier or arranged with a courier with delivery to be coordinated with the Association prior to delivery. Furniture delivery and the delivery of heavy items through the mail is prohibited and shall be coordinated with the Association prior to the attempted delivery of the same.
 3. Packages and special mail not picked up within seven (7) days shall be returned to the sender.
 4. Unit keys and key fobs left at the Front Desk will be held for seven (7) days; if not retrieved within this time frame, the keys and fobs will be disposed of for security reasons. **These items must be delivered to the Front Desk in a sealed envelope.**
 5. The Association shall not be liable for damage to flowers, perishables, or other fragile deliveries made to the Front Desk. Perishables delivered to the Association may be disposed of at the Association's discretion based on the package and the nature of the item.
 6. Employees of The Collins Condominium Association, Inc. do not have access to the mail rooms as the same are official government property of the U.S. Postal Service. If you will not be in the property and are aware your mailbox is getting full, you must contact a representative in to check your mail or register directly with USPS to hold or forward your mail at www.usps.com. The Association will not be able to retrieve or hold mail.
 7. Packages will only be accepted for residents properly registered in the Association or Management's system. When retrieving packages, you will be required to bring a government issued photo identification. If you are expecting a package, please wait to receive the notification sent by Management's package tracking system concerning the delivery of the same. This will let you know your package has been registered with us and is ready for pick up. If for any reason, you are not available to pick up your package and wish for a friend/relative/agent to pick them up on your behalf, you must communicate their name in writing to the Management prior to retrieval of the same.
 8. The Association waives any and all liability and expressly disclaims any responsibility whatsoever for any loss or misplaced item of mail or any packages delivered. It is the responsibility of every Owner to apprise the Association of his/her current legal mailing address and to keep the same



updated with the Association and Management. Failure of an Owner to receive any notice or billing as a result of their failure to provide a current mailing address shall not relieve the Unit Owner of any obligation on his or her part under the Governing Documents, including the mailing or billing of maintenance assessments or other fees, and notices.

17. **Insurance:** A Unit Owner shall not permit or suffer anything to be done or kept in his Condominium Unit which will expose the Association to undue liability, or increase the insurance rates on his Unit, the Common Elements, or any portion of the Condominium; nor which will obstruct or interfere with the rights, comforts and convenience of other Unit Owners of the Association or the Association.
18. **Move in/out:** Advanced arrangements shall be made with the Association before moving furniture or bulky personal belongings in or out of the building. A \$200.00 non-refundable transfer fee payable to The Collins Condominium for each Move-In, is due before the move takes place. Additionally, Move In and Move Out refundable security deposit not to exceed one month's rent, will be collected by the Association to defray costs and expenses incurred during the move-in/move-out process, including to cover damage to the Association Property. Each Unit Owner and occupant shall be liable for any amounts incurred by the Association in excess of the Move-in Security Deposit necessary to remedy damage to the Association Property.
19. **Move in/out and deliveries with large trucks:** It is the responsibility of the Owner or Resident to advise their agents, delivery or moving company that they must register with the Valet attendant and Front Desk before entering the building parking areas or alternatively, the Owner or Resident must be present to provide proper guidance. The purpose of this provision is to ensure that trucks do not go beyond the posted signs. A Move In and Out refundable deposit in the amount of one month's rent or \$2,000.00 (whichever is higher) will be required. The Association will hold the check and will not deposit it unless necessary for mitigating damages caused during the move or delivery of goods. If a deposit check has not been provided in a timely manner, access to the premises will be denied.
20. **Entrance doors:** Rugs, mats, etc. may not be placed outside the Condominium Unit entrance doors.
21. **Association Employees:** Employees of the Association shall not be sent out on personal errands or out of the building by any Unit Owner or resident 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.
22. **Ad Valorem Taxes:** Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing authorities, having jurisdiction over them for separate Assessment against his Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Owner of a "Condominium Parcel" in his "Condominium Unit" and in the Common Elements", shall be considered as a Unit. The Value of said Unit shall be equal to the proportion of percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit in Exhibit B of this Declaration. The total of all said proportions or percentages equals the value of all of the land and improvements.
23. **Fines and Fees:** The Board will notify Unit Owners from time to time of any fines or other charges for expenses incurred by the Association on behalf of the Unit Owner and charge to their account, that are thirty (30) days past due. After proper notification via registered mail and/or email, if any portion remains unpaid after seven (7) business days after the date of notification, the Board reserves the right to disconnect all FOBs and transponders registered to the unit and reserves the right to take any further action or remedy including additional fines and suspension of use rights.



BALCONY, PATIO AND TERRACE

1. **Permitted items:** The only items permitted on the balconies, patios, and terraces are chairs, cocktail tables, and two small potted plants. No plants or other decorations are allowed on the steps leading up to the lanai units. Inflatable items, beach chairs, towels, bicycles, barbecue grills, surf boards, lights, pet cages, pet pads or any items other than described above, are prohibited. No cooking of ANY KIND permitted on the balconies and terraces (As per Fire Code).
2. **Items other than those Expressly Permitted:** Residents desiring to have any items on their balcony or terrace other than those described above must submit a request in writing to the Association and present their case to management for committee review and subsequent approval by the Board of Directors.
3. **Furniture:** The furniture, including cushions, should be of a good exterior grade quality in white, beige, brown, grey or black.
4. **Balcony Waterproofing/Alterations:** At minimum, all balconies must be waterproofed. Carpeting on balconies is prohibited. Any hard surface flooring being placed on the balconies must be approved in writing by the BOD prior to installation. No work shall be carried out without a Building Permit and the Association's prior written consent.

The appropriate uplift tests must be conducted, and appropriate waterproofing must be applied. (*City of Miami Beach regulation – please see management for details*). All balcony floor covering MUST stop at the most under the balcony railings and cannot extend over the edge of the balcony. All vertical edges of the balconies must be painted or cleaned to be consistent with the intended color of such surface in accordance with the Association's paint specifications (*Please see management for paint specifications*). Any flooring that is installed with overlapping tiles or cement on the edges is subject to correction or removal at the owner's expense.

5. **Balcony Decorations:** No balconies, patios or terraces shall be extended, enclosed, or decorated in any way whatsoever without the prior written approval of the Board of Administration. No decoration is allowed to be affixed to any exterior wall.
6. **Damages:** No objects shall be placed in the balcony that may create a risk of a falling object or which may become a projectile in the event of high winds. Under windy conditions, the permitted furniture must be brought into the unit. Owners will be responsible for any damage or injury caused by furniture or other items blown off balconies.
7. **Items on Balconies:** No rugs, clothing, towels, or other objects shall be dusted, shaken or hung from the balconies; nor cleaned on the balconies or in any exterior portion of the building. Nothing shall be hung or left on a balcony that will impact and otherwise detract from the uniformity and exterior appearance of the building; this shall include but not be limited to, laundry, bathing suits, towels, beach mats and mops. No wind chimes shall be placed on balcony areas. No items shall be affixed or otherwise attached to the balcony or any portion of the Common Elements or Limited Common Elements.
8. **Storage in Balconies:** The balcony appurtenant to a Unit shall not be used for storage of personal property and other items.
9. **Animals on Balconies:** Animals shall not be allowed on the balcony or patio unless the owner is present. No animals shall be allowed to cause nuisance by barking incessantly or relieving themselves on the balcony at any time whether or not utilizing a dog pee/training pads.



10. **Noise:** No resident or guest shall create nuisance on balconies. This includes loud talking, music, etc.
11. **Cleaning:** Nothing shall be thrown or dropped from any balcony. The watering of plants, sweeping and mopping of balconies shall be done in a manner which does not annoy the person(s) residing in other units. The "hosing off" of balconies or screens is prohibited.
12. **Plants:** Waterproof containers must be placed under all flowerpots on balconies.
13. **Alterations:** To ensure the aesthetic continuity of the Association Building Exterior, no Unit Owner or occupant shall be permitted to replace and/or remove screens, jalousies, or other enclosures on balconies, patios, terraces nor on other parts of the Unit which are visible from the exterior of the building, even though such areas may be a part of the Unit, except with prior approval of the Board of Administration.
14. **Satellite dishes:** Satellite dishes should not be visible from ground level and cannot be attached to any common area including the railing of the balconies.



BICYCLES

1. **Bicycles in Common Areas:** Bicycles shall not be transported in elevators or through the hallways and must be parked or stored only in the area designated by the Board of Directors. Bicycles must be clean and the tires free of any debris when entering the areas Association Property. The Association shall not be responsible for the security of any bicycles.
2. **Registration:** All bicycles must be registered with the Management Office so that a key to the bicycle room can be provided. Two bedroom and one-bedroom units will be allowed to register two and one bicycles, respectively. Subject to availability, the Board will grant approval to a second bicycle for a one-bedroom unit subject to written request to the Association. Unit owners who have provided documentation to the Association substantiating the value of their bicycle whose value exceeds \$2,500 will be permitted to maintain their bike inside their unit and to transport the bicycle through the service elevator. In addition, for access to the lower parking area a transponder will be required at a cost of \$35 each payable by check to The Collins Condominium Association Inc.
3. **Storage:** All racks are numerically labeled, and bicycles will be assigned a specific space. All bicycles must be placed in their assigned space. Bicycles that are placed in a space not assigned to the bicycle or not registered will be removed from the area. In the case of bicycles not registered, the Association reserves the right to dispose of and/or donate such bicycle. All bicycles should be locked and properly safeguarded. The Association assumes no liability for lost, stolen or damaged bicycles. Residents' storage of bicycles in their designated area is at their own risk.
4. **Inoperable Bicycles:** Bicycles that have flat tires or seem inoperable for a period of six (6) months will lose their right to storage. The Association will advise the resident and the bicycle will have to be removed from the storage area within fourteen (14) days of notification.



GUEST AND OCCUPANCY

1. **Guest:** “Guest(s)”, including “Visiting, Temporary and Permanent Guests” means any person who is physically present in or occupies a Unit on a temporary basis at the invitation of the Unit Owner without the payment of any consideration “Temporary and Permanent Guest” means any person or persons who will be present in a Unit when the unit owner is not in residence. “Visiting Guest” means any person or persons who will be present in a Unit when the Unit Owner or approved lessee is in residence. Visiting Guests are permitted to stay overnight only if the Unit Owner or approved lessee is in residence and provided that the number of people staying in the Unit overnight complies with occupancy rule requirements. See “Occupancy Rules” below for the number of people who may live, occupy, or reside in a unit.
2. **Visiting Guests allowance per Unit:** Unit owners and approved lessees are permitted to have Visiting Guests in the Unit at any time as long as the unit owner or approved lessee is in residence with the Visiting Guests; provided, however that the number of Visiting Guests permitted to stay in a Unit overnight shall be limited by the occupancy rules as set forth in Rule #8 below. Upon arrival, Visiting Guests must register at the Front Desk. The Front Desk attendant will call the Unit Owner or approved lessee before allowing the Guest access to the Unit or other areas Association Property.
3. **Permanent Guests:** Unit owners may also register with the Association up to four (4) “Permanent Guests” who may occupy the Unit at any time with or without the Unit Owner in residence. Permanent Guests must be registered prior to their arrival on forms provided and approved by the Association.

If the Unit Owner is not in residence, these registered Permanent Guests will be issued a temporary parking I.D. card upon presentation of photo identification to the Front Desk, who will permit the Permanent Guest to park their vehicle in the Unit Owner’s assigned parking space(s). (Please refer to Parking Rules & Regulations)

4. **Temporary Guests:** Occupancy by Temporary Guests in the absence of the Unit Owner is limited to two (2) times per calendar year for maximum periods of fourteen (14) consecutive days, unless previously approved by the Board. Temporary Guests must be registered at least two (2) business days prior to their arrival on forms provided and approved by the Association. If the Unit Owner is not in residence, these Temporary Guests will be issued a temporary parking I.D. card upon presentation of photo identification to the Front Desk, who will permit the Temporary Guest to park their vehicle in the Unit Owner’s assigned parking space(s). (Please refer to Parking Rules & Regulations).
5. **Permanent Guests re-designation:** Unit Owners may NOT re-designate “Permanent Guests” more frequently than once every twelve (12) months without prior Board approval. The Board of Directors reserves the right to approve or deny the registration of any permanent guest.
6. **Guests of Lessees:** Lessees ARE NOT permitted to have overnight Guests unless the approved Lessee is in residence with the Guests.
7. **Guest Registrations:** Temporary & Permanent Guests of a Unit Owner must be registered by the unit owner at least two (2) business days prior to the Guests’ arrival on forms provided by the Association. The Board of Directors reserves the right to approve or deny the registration of any Permanent or Temporary guest. This form will include the Guest’s name, phone number, vehicle information, length of stay and total number of guests.

This form must be mailed, faxed or emailed to the Property Management office at The Collins Condominium prior to the arrival of the Guest(s). No Guests will be allowed in the building and no parking will be provided



for any Guest(s) unless the required forms have been received by the Management Office.

8. **Occupancy:** At no time shall more than four (4) people live, occupy overnight or otherwise reside in a one-bedroom Unit and no more than six (6) people live, occupy overnight or otherwise reside in a two- bedroom unit, in accordance with the City of Miami Beach Fire Code.
9. **Use of Common Elements by Visiting Guests:** As per Article 18.27 of the Declaration of Condominium for The Collins, use of the pool and pool deck is limited to two (2) guests per unit at any one time. Use of the other Common Elements including service elevators and the multipurpose room is limited to four (4) guests for a one-bedroom unit, and (6) six guests for a two-bedroom unit unless prior arrangements are made with the Board of Directors.

LEASING OF UNITS

1. **Leasing:** Unit Owner renting or leasing the Unit shall notify the Association of each renter and the term of such rental or lease fourteen (14) days in advance prior to taking occupancy of such unit. No lease of a Unit by the Owner thereof shall be for a period of less than thirty (30) days and no Unit shall be leased more than four (4) times per year. No Unit Owner may rent or lease such Owner's Unit if delinquent in the payment of any financial obligation owed to the Association. All renters, no matter the length of rental term, must receive an "Orientation" by Management prior to occupancy (further described below).
2. **Association Approval:** A Sales/Lease Application must be completed and submitted to the Management office (14) days before occupancy, together with a check in the amount of \$150.00 for the primary applicant and \$75 for each additional occupant to reside in the Unit.

Number of applicants cannot exceed the maximum occupancy limits of the unit of residence (see Occupancy Rule under Guest and Occupancy). This application is available at the Management office. After review of the information contained in the application and, personal and criminal history information contained in the report submitted by an independent outside agency, the Board at its own discretion may or may not approve the Sales/Lease Application.

3. **Guest or Residents:** No person(s), 18 years or older, not otherwise reflected in the Lease agreement may reside in the unit for more than fourteen (14) consecutive days without the approval of the Unit Owner. Once approved by the Unit Owner, the person(s) must fill out a Sale/Lease Application (together with a check in the amount of \$75.00) which will be subject to review by the Board. The Board at its own discretion may or may not approve the person(s) for occupancy.
4. **Lease Addendums:** Each owner of a leasing or rental Unit is required to submit to the Association a signed and notarized "Authorization for Association to Collect Rent upon Delinquency in Maintenance Payments" agreement. The Association will not approve a lease or rental without this agreement.
5. **Orientations:** All renters and new owners must attend an orientation at the Property Manager's office prior to occupancy of such Unit.
6. **Occupancy of leased units:** Prior to taking occupancy, each Unit Owner shall have his tenant(s) or guest(s) acknowledge that they have read the rules of the Association and agree to abide by them.
7. **Sub-Leasing:** The sub-leasing or sub-renting of a Unit Owner's interest is not permitted.



8. **Short-Term Lease:** Any lease which is for a term of six (6) months or less shall be deemed a “Short-term Lease”. The minimum term for any rental of a Unit shall be thirty (30) days and no Unit shall be leased more than four (4) times per calendar year. Any owner leasing for less than thirty (30) days will be subject to enforcement actions authorized under the Governing Documents subject to a hearing before the violations committee before the imposition of any fines or suspension of use rights. On the first offense, Unit owner may lose leasing privileges for six (6) months, and on the second (2) offense/violation may lose leasing privileges for a year (365 days).
9. **Renters & Guests Animals or Pets:** No tenant, occupant, guest, invitee, or other non-owner occupant shall harbor any animal exceeding 25 pounds in a Unit or bring such animal on to the Common Elements of the Condominium unless a reasonable accommodation has been granted by the Association in writing. All parties to leases or other arrangements for occupancy of Units at The Collins Condominium shall execute, as part of the Agreement for Lease, the attached “Addendum” form. In the event that the parties fail to execute the Addendum or if the Agreement for Occupancy is unwritten, the terms of the occupancy or lease shall automatically be deemed to include the terms set forth on the Addendum and the parties shall be bound thereby.
10. **Animal Registration and Non-Refundable Security Deposit:** ALL animals and pets must be registered with the Association at the Property Manager’s office. Failure to register an animal or pet on a timely basis may result in daily fines and/or suspension of use rights. Pets and animals that have not been specially trained to assist individuals with a disability shall be required to utilize the service elevator. The Association has a procedure in place for receiving requests for accommodation for any Emotional Support Animals or Service Animals. Any such Request for Accommodation must be submitted to the Association in writing using the Association’s Accommodation Request and Registration Form, along with such other reliable documentation justifying the medical need for the animal. In the event that a Unit Owner or Occupant harbors an animal or pet that exceeds 25 pounds, the Board will require that the animal or pet be removed from the premises within 48 hrs. If the pet is not removed, the same shall be deemed a violation of the covenants and restrictions contained in the Governing Documents and a breach of the Lease Agreement entitling the Association to terminate the Lease Agreement, and the Unit Owner will be required to commence eviction proceedings immediately upon notification.
- If the Unit Owner does not initiate evictions proceedings, the Association may do so at its discretion and the costs of eviction shall be billed to the Unit Owner. Renters and/or leases must pay at the time of submitting their rental application a \$250.00 fee per dog or cat.
- No animals may be harbored on the Association Property which pose a threat to safety to other residents at the Association or which have caused a nuisance to others, regardless of whether or not designated as an Emotional Support Animal or a Service Animal.
11. **Units:** Except as otherwise provided herein, not divide, or subdivide a Unit for purpose of sale or lease. Notwithstanding the foregoing, a Unit may be combined with a contiguous Unit and occupied as one dwelling Unit. Such a combination shall be for occupancy only and shall not be deemed an amendment to the Declaration. Furthermore, any such combination shall not materially alter the configuration of a Unit. Please refer to the Declaration, Section 19: “Selling, leasing and mortgaging of Units, for further provisions”.



MULTI PURPOSE ROOM

1. **Permitted Use:** The MPR is available for use by all residents of The Collins. An adult resident must always accompany guests and family regardless of age, in the MPR. The use of the MPR for commercial purposes, such as presentations, organized meetings, massages, aerobics, or any similar activities is strictly prohibited. No one under sixteen (16) will be allowed to sign for any MPR items such as billiards equipment or remote controls. The maximum number of people allowed at any time will be 30. Reservations will be required for gatherings of 20 people or more.

There will be a \$500 refundable security deposit and \$150 non-refundable fee required at the time of the reservation as well as a list of all invitees. Reservations will be limited to 6 hours, including set up and cleaning time. During this reservation period, the MPR will not be available for the use of other residents.

2. **Conduct while in MPR:** Running, jumping on furniture, ball playing, and gambling in the MPR is strictly prohibited. No sleeping, putting up one's feet on chairs or tables, nor sitting on the pool table or any other tables is allowed.
3. **Proper Attire:** No one is allowed in the MPR without proper attire (shirt, shorts, and shoes). No one is allowed with wet clothing or sand after entering the building from the beach or pool area.
4. **MPR Hours:** The MPR will be available for use from the hours of 8:00 am to 12:00 midnight during weekdays and 8:00 am to 2:00 am Fridays, Saturdays, and nights preceding holidays.
5. **Television use:** Any Unit Owner or resident desiring to view TV, use the ping pong table or use the pool table must sign for the remote control, ping pong equipment or billiards equipment at the Front Desk. If more than one Unit Owner or resident desires to view the TV, ping pong table or use the pool table, then the use of the TV, ping pong table and pool table will be limited to three (3) hours for the TV, and one (1) hour for the ping pong table and pool table per Unit.
6. **Noise/Music:** All noise, including music, must be kept to a minimum. If complaints are received, you will be asked to turn off the music. Failure to do so shall be deemed a violation.
7. **Food/Drinks:** Any food or drinks brought in to the MPR must be kept and served in the kitchen. Residents are free to use the refrigerator; however, no items can be left overnight. Any items left overnight will be discarded. No open flames or Stenos permitted. Any food or drinks consumed in the tables must be placed on a plate mat or coaster. No food or drinks are allowed on top of the pool table.
8. **Alcoholic Drinks:** The use of alcoholic beverages will be permitted for adults only over the age of (21). The Security Guard, and/or The Front Desk personnel may require I.D. Any person appearing to be intoxicated will be escorted to their unit by the security guard.
9. **Use of furniture and accessories:** Furniture and accessories in the Common Elements and Association Property should not be moved. If moved, everything must be put back in its original position. All portable tables and portable chairs are allowed and must be removed upon conclusion of the gathering.
10. **Damages to the MPR:** After each return of ping pong equipment or billiards equipment, the Front Desk or security will inspect the ping pong table and billiards area and table for damage. The costs of any damage to the MPR while in use by any Unit Owner, resident or guest will be the responsibility of the Unit Owner. The Association will inform the Unit Owner and resident of the damage incurred and will submit an invoice for the cost of repairs. Reimbursement shall be made to the Association within ten (10) days from delivery of notification to the Unit Owner and resident. The Resident and Unit Owner are jointly and severally



responsible for reimbursement to the Association.

- 11. Abusive Use:** In the event that a Unit Owner, resident or guest uses the MPR for parties, bridal showers, wedding engagements and other similar activities or for other unauthorized activities and more than the permitted number of persons (30) are present in the MPR, then the Board of Directors reserves the right to charge the Unit Owner a rental fee of up to \$1,000 for the use of the facilities. Damages to any of the property will be charged separately.



REALTOR ACCESS AND SALES ACTIVITY GUIDELINES:

- 1. Purpose :** The purpose of this section is to establish uniform guidelines for real estate agents, brokers, leasing agents, and related professionals (“Realtors”) when conducting business within the property. These rules ensure the safety, privacy, and quiet enjoyment of all residents while maintaining an orderly sales/leasing process.
- 2. Applicability:** This section applies to all Realtors representing unit owners, potential buyers, or prospective tenants, as well as any assistants, photographers, videographers, appraisers, inspectors, or other third parties brought onto the property in connection with a sale or lease.
- 3. Registration and Access Requirements**
 - 3.1 Realtor Registration:**

All Realtors must register with the Front Desk or Management prior to conducting showings, open houses, or any sales-related activity within the building. Registration may include:

 - Valid photo identification
 - Business card or license information
 - Verification of the unit being shown
 - 3.2 Owner Authorization:** Realtors may only access the building with the explicit permission of the unit owner or listing agent. Staff may not grant access to any Realtor without prior authorization.
- 4. Showing Hours**

To maintain quiet enjoyment for all residents, showings are restricted to the following times unless otherwise approved by Management:

 - **Monday–Friday:** 8:30 AM – 8:00 PM
 - **Saturday:** 8:30 AM – 8:00 PM
 - **Sunday & Holidays:** *No showings permitted* unless special approval is granted by Management.
 - 4.1 No Early or After-Hours Access:**

Realtors are not permitted to conduct showings outside of these hours, wait in common areas before the start time, or request exceptions from Front Desk or Security.
 - 4.2 Noise and Disruption:**

Realtors are responsible for ensuring that prospects do not loiter in hallways, disturb residents, or otherwise disrupt normal building operations.
- 5. Photography, Filming, and Advertising**
 - 5.1 Common Area Photography Restrictions:**

Realtors may not photograph or film any common areas, amenities, staff, or residents without prior written approval from Management. This includes hallways, lobby, pool deck, gym, parking areas, and any activity visible from these areas.
 - 5.2 Staging and Media Sessions:**

Professional photography, videography (including drones), virtual tours, staging, or similar activities must be scheduled with Management at least 24 hours in advance.
 - 5.3 Privacy Considerations:**

No images or video may be used in a manner that reveals the identity of residents, their guests, license plate numbers, or any other personally identifiable information.
- 6. Conduct Expectations**
 - 6.1 Professional Behavior:**

Realtors must behave in a professional manner and comply with all Association rules. Aggressive behavior, confrontational interactions with staff, or disregard for building procedures will not be tolerated.
 - 6.2 No Solicitation:**

Realtors may not distribute flyers, leave marketing materials, or solicit residents anywhere within the building or on Association property.
 - 6.3 No Use of Amenities for Sales Purposes:**

Prospects may be shown amenities only as part of a scheduled showing and only with Management’s permission. Amenities may not be used as waiting areas.



6.4 Parking Rules:

Realtors must follow parking rules established for visitors and may not park in resident-assigned or restricted spaces.

7. Open Houses

Broker and Realtor "Open Houses" are strictly forbidden.

8. Appraisers, Inspectors, and Contractors Related to Sales/Leases

8.1 Scheduling Required:

Access for appraisers, inspectors, and similar professionals must be scheduled with Management at least 24 hours in advance.

8.2 Unit-Only Access:

These individuals may only access the specific unit they are assigned to evaluate unless otherwise approved by Management.

9. Responsibilities of Unit Owners

9.1 Owners are responsible for ensuring that their Realtors, prospects, guests, and associated professionals follow all building rules.

9.2 Violations by Realtors will be treated as violations by the unit owner.

10. Enforcement

10.1 Violations of these guidelines may result in:

- Written warnings
- Denial or restriction of Realtor access
- Fines assessed to the unit owner
- Suspension of showing privileges
- Possible legal action for repeated or severe violations

10.2 The Association reserves the right to document incidents, including through video footage, staff reports, and sign-in logs.

PARKING

1. **Assigned Spaces:** Assigned parking is in the garage and the upper decks. Each numbered space is assigned to a unit. **PLEASE DO NOT PARK IN SOMEONE ELSE'S PARKING SPACE.** Under no circumstances can you park in another owner's space without prior written permission from the Management Office. Parking spaces may be used for parking automobiles that are in operating condition and for no other purposes. Owners must vacate their space when the Unit is rented or when their guests are provided temporary parking identification for use of the same.

Once a Unit is rented, the owners' transponders and vehicle registration will be deactivated through the expiration date of the lease. Trucks, commercial vehicles, campers, recreational vehicles, boats, jet skis, trailers or any vehicle not susceptible to registration by the State of Florida as an "automobile" may not be parked in parking spaces and may not be kept on the common property. Driving and parking violations are subject to a fine. Commercial vehicles of any type are not permitted to park overnight in any parking areas or on premises. The posted speed limit (5 MPH) must be observed.

2. **Vehicle Registration:** Once your vehicles are registered and upon arrival at the building, the valet attendant or the management personnel will affix the transponder or parking I.D. decal to the proper place. Vehicles in the lower parking area will have a transponder affixed to the front windshield, similar to a SunPass. Vehicles on the upper parking deck will have a parking I.D. decal affixed to the lower right-hand corner of the rear windshield.

Owners, tenants, and guests with temporary rental vehicles in the lower parking area will be required to provide the association with a deposit of \$25 and a transponder affixed to a hang tag will be provided. The hang tag will be



programmed based on the dates stated on the rental agreement. Once the rental vehicle is returned, the hang tag must be returned to the management office in order for the deposit to be released to the original remitter.

Tenants and guests in the upper parking area with leases 6 months or longer will be provided with a parking I.D. decal while other short-term tenants and guests will be provided with a temporary pass (hang tag) to be placed in the rear-view mirror.

Pick-up trucks or large SUV's which impede or restrict access by surrounding vehicles are not allowed. You must obtain prior approval from the Association prior to moving into your Unit.

3. **Registered Vehicles:** Parking I.D. decals or transponders will be issued based on the number of cars registered per Unit. All registrations must list make, model, color, and license plate number. No more than four (4) vehicles may be registered to a one-bedroom unit and no more than six (6) vehicles may be registered to a two-bedroom unit. The purchase of transponders after you have received your allowance per unit will be at a cost of \$50.

If you are currently renting or are allowed to use another parking space other than the one assigned to your Unit, you must provide the Association with supporting documentation in order to register your vehicle and purchase or obtain a transponder and/or a parking ID decal if needed.

Every vehicle on the premises must be registered and have a valid transponder, parking I.D. decal or temporary parking pass. Vehicles cannot be registered to more than one (1) assigned parking space, without Association approval, unless the Unit has two (2) assigned parking spaces or the Owner owns more than one (1) unit. Neither Valet nor Front Desk personnel will open the lower parking gate unless the system is down or malfunctioning.

4. **Display of I.D. Decal or Transponder:** Vehicles in the lower parking area will have a transponder affixed to the front windshield, like a SunPass. Vehicles on the upper parking deck will have a parking I.D. decal affixed to the lower right-hand corner of the rear windshield. These transponders and parking decals will be affixed **"only"** to those vehicles that have been previously registered with the management office.
5. **Guest Parking:** In the event that a guest of a unit owner or resident will be occupying their assigned parking space in the upper deck, the Guest must be registered prior to Guest's arrival on forms provided by the Association and provide the requested information: name of the guest, address, phone number, vehicle information and duration of their stay, so the Front Desk may provide the Guest with a temporary I.D. card (hang card) upon arrival at the Collins.

This I.D. card must be displayed on the rear-view mirror for proper identification at ALL times. In the event that a guest of a unit owner or resident will be occupying their assigned parking space in the lower parking garage a deposit of \$25 will be required prior to arrival and a transponder affixed to a hang tag will be provided. The transponder will be activated according to the guest's stay period. Once the guest vacates the premises, the hang tag must be returned to the management office in order for the deposit to be released to the original remitter.

6. **Unauthorized Parking:** If a registered vehicle is parked in its assigned parking space without a proper transponder, I.D. decal or hang tag, or otherwise in violation of the Governing Documents, the Unit Owner will be subject to daily fine of \$100 up to a maximum of \$1,000. Any vehicle parked on premise which is not registered with the Management Office or parked in a space other than its assigned parking space may be TOWED at owner's expense and subject the owner to additional enforcement including but not limited to, the imposition of fines and suspension of use rights.



7. **Vendor/Contractor Parking:** Due to the propensity for damage to other vehicles and Association Property, contractors are not allowed to park in any space and must valet park their vehicle.
8. **Guest Parking allowance per Unit:** Due to the limited number of parking spaces at The Collins, one (1) bedroom units will be entitled to one (1) guest parking space daily, and two (2) bedroom units will be entitled to two (2) guest parking spaces daily subject to current valet parking rates and availability. Additional guests of any Unit Owner or resident visiting The Collins will have to park their vehicles offsite.
9. **Valet Service:** The valet company will provide service Monday through Fridays until 5 PM to all residents. Valet service on Fridays after 5 PM, Saturdays, Sundays and Holidays will be limited to guests only. Unit owners or residents with special needs or circumstances must contact the Property Manager's office. Hours of Valet Service are subject to change by Management.
10. **Transfer of Residential Parking Spaces:** Parking spaces assigned to a residential Unit can only be re- assigned or transferred to another residential Unit in compliance with the Association's Governing Documents, and such assignment or transfer requires the approval of the Association.
11. **Transfer of Commercial Parking Spaces:** Parking spaces assigned to commercial unit can only be re- assigned or transferred to another commercial unit and such assignment or transfer shall be in compliance with the Association's Governing Documents and shall require the approval of the Association.
12. **Motorcycles and Scooters:** All motorcycles and scooters must be registered with the Management office and must park in the Motorcycles and Scooters designated areas only (subject to availability). For access to the parking garage, a transponder will be required at a cost of \$35.

Motorcycles are subject to a \$75.00 monthly fee and Scooters are subject to a \$50.00 monthly fee, payable to The Collins Condominium Association, Inc. This monthly fee is subject to change without notice.

PETS

- 1. Pet Restrictions:** Pets may be kept in a Unit. The term “pets” shall be limited to dogs, cats, birds, and tropical fish. All other animals are expressly forbidden unless otherwise allowed by the Association as an Emotional Support Animal or Service Animal. The total amount of all pets belonging to a Unit Owner shall not exceed **two (2) pets**, tropical fish excluded. Notwithstanding the foregoing, no pit-bull or other breed which has violent tendencies, venomous snakes or potbelly pigs shall be allowed on any of the condominium property, including condominium units. Pets cannot exceed 25 pounds in weight. Pets should be kept on a leash at all times in control of a responsible handler. No pets are permitted in the lobby and pool area. Pets shall not be allowed on any balcony of a Unit unless the Unit Owner is present. Owners are required to pick up after their pets immediately and dispose of the matter in the designated pet waste receptacle located around the property. The Association may exclude or remove any animal from the condominium property, including a Service Animal, if the animal is out of control and the animal’s handler does not take effective action to control it, the animal is not housebroken, presents a nuisance, or the animal’s behavior poses a direct threat to the health and safety of others.

Owners of Pet(s) and Emotional Support Animal(s) must use the service elevator to transport their pet or Emotional Support Animal in and out of the condominium property. Pet(s) and Emotional Support Animal(s) must be carried through the lower parking garage area, service elevator and hallways. All Pet(s) and Emotional Support Animal(s) must be registered at the Property Manager’s office.

- 2. Pets Registration:** All pets must be registered at the Property Manager's office by completing a registration form and providing a copy of a current Miami Dade County Rabies, Vaccination and License Certificate. Registration forms are available at the Association’s management office. All pets must be registered prior to bringing the pet onto the condominium property. A registration fee of \$250 will be required per pet, payable in the form of cashier’s check, money order or personal check to The Collins Condominium Association, Inc.

Pets that are brought into the condominium prior to registration are subject to removal by the Association upon five (5) days written notice to the owner, occupant, guest, invitee and/or tenant.

Any owner, occupant, guest, invitee and/or tenant that is harboring a pet in his or her unit as of the effective date of this rule, shall register the pet within thirty (30) days of the effective date of the rule failing which, the Association may require removal of the pet upon five (5) days written notice. Renters or and/or leases who have unregistered animals inside a unit will be assessed a \$500.00 fee per pet.

- 3. Service/Emotional Support Animal:** An individual requiring a Service Animal or Emotional Support Animal must complete and file with the Association two (2) Florida Commission on Human Relations medical certification forms signed by a licensed and certified health care professional along with the Association’s Accommodation Request Application and Registration Form. **A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a Service Animal and being qualified to use a Service Animal or as a trainer of a Service Animal, shall be reported to the proper authority by Management. Misrepresentation is a misdemeanor of the second degree in the State of Florida.**

Service Animal or Emotional Support Animal must be under control of its owner and must be harnessed, leashed, or tethered at all times in control of a responsible handler when on the condominium property. As permitted by Florida Statute, the Association may exclude or remove any animal from the condominium property, including a Service Animal or Emotional Support Animals, if the animal is a source of nuisance to other residents, is out of control and the animal’s handler does not take effective action to control it, the animal is not housebroken, or the animal’s behavior poses a direct threat to the health and safety of others.



- 4. Pet Vaccination:** Each owner of a registered pet or animal at The Collins must submit to the Association, no less frequently than annually, an updated Miami Dade County Rabies Vaccination & License Certificate. In the event that an owner of a registered pet or animal fails to submit an updated Miami Dade County Rabies Vaccination & License Certificate upon the expiration of a previously filed Certificate, the Association may require removal of the pet upon five (5) days written notice.
- 5. Noise from Pets or Animals:** If a pet or Animal causes unreasonable noises or interference with the peaceful use and enjoyment of the property by other residents, the same shall be deemed to constitute a nuisance in the opinion of the Board, the owner will be required to remove the pet or Animal from the premises.
- 6. Pets and Leases, Renters & Guests:** No tenant, occupant, guest, invitee or other non-owner occupant shall harbor any pet which exceeds 25 pounds in a Unit or bring such a pet on to the Common Elements of the Condominium. All parties to leases or other arrangements for occupancy of Units at The Collins Condominium shall execute, as part of the Agreement for Lease, the attached "Addendum" form. In the event that the parties fail to execute the Addendum or if the Agreement for Occupancy is not signed, the terms of the occupancy or lease shall automatically be deemed to include the terms set forth on the Addendum and the parties shall be bound thereby.
- 7. Visiting Guests with Pets:** visiting guests must register at the Front Desk upon arrival at the property. Pet owners and Emotional Support Animals must use the service elevator to transport their pet or animals. Pets must be carried through the lower parking garage area, service elevator and hallway. Visiting pets may not exceed 25 pounds.



SWIMMING POOL & POOL DECK

1. **Hours:** The swimming pool may be used from Dawn to Dusk.
2. **Usage of Pool:** Any person using the pool does so at his or her own risk.
3. **Pool Temperature:** Pool temperature is set between 82°F and 84°F.
4. **People Capacity:** The maximum capacity of the pool is twenty-four (24). No parties or private classes e.g., aerobics, spinning, yoga, etc., may be held in the pool or on the pool deck. An individual mat for stretching purposes may be allowed on the Northeast side of the pool deck. Mat to be immediately removed after use. No more than 45 minutes per stretch, per owner/resident, is allowed as area is limited.
5. **Sanitary Procedures:** Everyone must shower and remove suntan lotion and sand before entering pool. The use of soap and shampoo is prohibited in the pool and at the standpipes/pool shower on the pool deck. No animals, including Service Animals, to be bathed in the pool standpipes/pool shower due to sanitary reasons.
6. **Noise/Music:** Excessive noise, loud talking and shouting are prohibited at all times. The use of radios, CD players, or any other amplifying devices without earphones on the pool deck area is prohibited.
7. **Diving/Jumping:** Diving or jumping into the pool is strictly prohibited.
8. **Sanitary Diapers:** Children under three (3) years of age and other individuals suffering from ailments preventing them from controlling their bodily functions must have the appropriate sanitary approved diapers when entering the pool.
9. **Owner Supervision:** Guests and family of the Unit Owner must be accompanied by the Unit at all times. Guests are limited to two (2) per unit. Residents are responsible for the behavior of their guest(s) and family members.
10. **Playing:** The swimming pool and pool deck area shall NOT be used for games of any kind. Running, ball playing, rollerblading, Frisbee throwing, or other boisterous activities are prohibited in the pool, pool deck, or any common areas. Owners shall be responsible for the behavior of their family, including children.
11. **Conduct while on Pool Deck:** Disorderly conduct of any kind, as well as complete disregard of the above rules, in the swimming pool and pool deck area are prohibited and shall be grounds for ejection from this area.
12. **Glass items on Pool Deck:** Glass bottles, glass containers, ceramic or China dishware and other breakable items are not permitted in the swimming pool or pool deck area (State Law).
13. **Food/Drinks:** Food is not permitted in the pool or on the pool deck. Drinks are not permitted within 15 feet of the pool. All drinks must be in plastic or metal containers. All persons are responsible for cleaning their area and removing or disposing of any containers prior to leaving the pool deck area. If person(s) does not clean up after themselves while in the pool deck area and when leaving the pool deck area, a fine of \$100.00 may be imposed by the Association and directed to the Violations Committee for further resolution.
14. **Furniture:** No pool deck furniture is allowed to be moved or reserved. Dragging furniture across the pool deck is not permitted. All furniture must be covered with a towel when being used. Should you move furniture to adjust for sunbathing purposes, you must place furniture in its original state. Do not block walkways nor access to other areas on deck. No standing on chairs or chaises; no sitting on tables.



15. **Permitted Personal Items:** Toys, playpens, bicycles, inflatable items (except those attached to a person), and other similar items are not permitted in the swimming pool or pool deck area. Strollers are permitted in the Pool Deck but must be attended to at all times. Pool noodles, small hand floats or rings around children are permitted, except that pool noodles must be wrapped around person utilizing the same so as not to interfere with others in the pool.

Chairs, umbrellas, and coolers brought in from the beach, as well as unattended strollers must be placed near the planter island wall located on the Northeast corner of the Pool Deck. Under no circumstances are they to be placed on top or reclined against any of the pool deck furniture. No one is allowed to bring their personal chairs, tables, umbrellas, or other similar items to the pool deck area. Towels, as well as any other personal belongings must be removed from chaise lounges, and chairs when leaving the pool deck area to make seating available to others. Any personal items such as shoes, clothing, towels, or other similar items left unattended in the swimming pool or pool deck area will be removed and disposed of.

16. **Pool Deck:** No sitting or lying directly on the pool deck. One can sit at edge of pool so long as they do not interfere with others enjoyment in the pool.
17. **Garbage:** Objects or debris of any nature, including cigarette butts, shall not be thrown in the swimming pool, pool deck area or surrounding planters. Such objects and debris must be deposited in the designated receptacles. If person(s) does not clean up after themselves while in the pool deck area and when leaving the pool deck area, a minimum fine of \$50.00 shall be imposed by the Association and sent to the Violations Committee for further resolution.
18. **Animals on Pool Deck:** No pets and ESA (Emotional Support Animal) are permitted in the swimming pool or pool deck area even if carried, except for Services Animals. All Service Animal must be on leash and accompanied by owner/handler.
19. **Access to Pool:** All residents must provide proper identification (FOB) to gain access to the pool.
20. **Entrance to Building:** All users must dry off before entering the building from the Pool Area and MUST use the service elevator.
21. **Proper Attire:** Proper attire is required, including shirt and shoes, when walking though Common Elements within the building, when going to and from the pool or beach areas, and when in the service elevators and corridors.
22. **Parties:** No parties may be held on the pool deck or other Common Elements without the approval of the Association.
23. **Beach Lounge Chaise:** Beach Lounge Chaise is currently available on the beach for the SOLE use of Owners and residents. Each Unit is allowed two (2) Beach Lounge Chaise, and Owner/resident must be present during use. After taking your allotted 2 Beach Lounge Chaise, you must relock and secure the remaining Beach Lounge Chaise. Beach Lounge Chaise cannot be moved further than The Collins property line and MUST be placed back, stacked, and re-locked.



VENDOR/CONTRACTOR GUIDELINES

1. **Working Hours:** Vendors, Movers, and construction workers are not permitted to work on weekends or holidays. Construction work and move in/out are permitted Monday through Friday (except holidays), between the hours of 9:00 AM and 4:30 PM. Please notify your vendors of this rule in advance.
2. **Building Access:** The Unit Owner or tenant must register all vendors in writing at the Property Manager's office listing names, contact information and length of access seven days prior to commencing work in such Unit. No entry will be granted without authorization and or after the expiration date of such. The Association will not provide entry into the unit. ALL vendors MUST sign in at the Front Desk upon arrival at The Collins.
3. **Permits, Licenses and Insurance:** Owners must provide copies of proper permits, licenses, insurance certificates, plans and specifications to the Association before commencing work. Owners must use only properly licensed workers.
4. **Notification of Construction Crews to be on Site:** The contractor, subcontractors or owner of the Unit must submit a specification plan and authorization form to the Manager at least seven (7) days in advance of the intended work.
5. **Sub-contractors and moving vehicles parking:** Loading and unloading of construction materials, furniture, etc., must be done from the north upper deck level. No large moving trucks (18 wheelers) are permitted on the ramps. Contractors and vendors are required to valet park vehicles or park offsite, are not allowed to use owner's parking spaces. Vendors must register at the Management Office on Lobby floor and must use padded service elevator only.
6. **Specifications:** It is the responsibility of the Unit Owner performing work to his/her Unit to obtain a copy of specifications outlining the exact procedure, color and materials to be used in connection with the Work, from the Management Office, in order to remain uniform appearance throughout the property. Written approval must be obtained from the Board of Directors for the following trades: 1- Satellite Dish, 2-Floor tile, 3-balcony flooring for correct underlayment and waterproofing requirements.
7. **Floor Installation:** All floor installations must comply with specifications of soundproofing as required by the Association, which shall be provided by the Property Manager's office. An inspection of such soundproof installation, if not performed by the Miami Beach Building Dept., MUST be done by the Association Management Office prior to floor installation. The Property Manager's office must be notified when soundproofing has been installed, pictures will be taken by the Property Manager and approval of such will be provided before proceeding with installation of floor. All inspections must be requested 24 hours in advance by contacting the Management Office.
8. **Soundproofing:** The Board of Directors shall have the right to promulgate rules and regulations regarding soundproofing of floors in connection with the installation of floorcoverings.
9. **Trash Removal:** All trash generated from sub-contractors may not be disposed of or stored on the property and must be removed by contractor. Trash disposed of or stored on Condominium Property will be removed by the Association at Unit Owner's expense.
10. **Deliveries:** Contractors must reserve the elevators to deliver materials to the Units.



- 11. Responsibility for Damage to Building:** Grout or thin set may not be disposed of in the Unit's plumbing. Workers will be expected to remove their own material. Sub-contractors are not to leave or perform any work in the common areas. Trades using materials such as paint, tile, woodwork, etc., must neatly lay Masonite from the elevator door to the unit door on a daily basis in order to prevent any damage to carpet.

All Common Elements and Association Property will be inspected at the end of each day. The cost of any repairs to the same or to the other Units will be assessed to the Owner.

- 12. Contractors/Vendors in Violation:** Any vendor found to be in violation of Vendor Guidelines will not be permitted to return to the property until the violation has been corrected and/or payment has been made for damages.



CONFERENCE ROOM AND BUSINESS CENTER:

1. **Permitted Use:** You must register to use the Conference Room and Business Center at the Front Desk. The key to the door must be returned to the Front Desk immediately after use.
2. **Availability:** The Conference Room and Business Center is exclusively for the use of the Collins Residents. An adult resident must always accompany children under the age of sixteen (16). The maximum number of people allowed at any given time is four (4). This includes residents and guests. No one under the age of sixteen (16) is allowed unless accompanied by an adult.
3. **Conduct:** No running, ball playing, or similar behavior is not allowed and strictly prohibited.
4. **Proper Attire:** No one is allowed in the Conference Room or Business Center without proper attire (shirt, shorts and shoes). NO beach or pool attire permitted. No one is allowed with wet clothing or "sand residue(s)" when using the Business Center or Conference Room.
5. **Hours of use:** Currently no time restrictions, however, may be adopted by the Association's Board of Directors from time to time.
6. **Time and Use restrictions:** If other resident/users are in need to use the Conference Room or Business Center, a maximum of one (1) hour is permitted.
7. **Noise/Music:** All noise, including music, must be kept to a minimum. If complaints are received, you will be asked to leave the business center.
8. **Food and Drinks:** Any food or any type of drink(s) brought into the Conference Facility or Business Center must be disposed of properly. A \$50.00 fee may be imposed if the Conference Facility or Business Center is not left in proper order by prior user and referred to the Violation Committee, as recommended by the Board of Directors.
9. **Personal property:** The Association will NOT be responsible for any personal property (Laptops, disks, pens, or similar) left at the Conference Room or Business Center. Any items left overnight will be discarded. The use of the Conference Room and/or Business Center shall be at the sole risk of the user.
10. **Computers, furniture and accessories:** All Association property (computers, etc.,) must remain in the business center. Report immediately to the Front Desk any damage noticed or caused to the same.
11. **Damages to the Business Center:** After each use the Conference Room or Business Center will be inspected by the Association staff. The costs of any type of related damage(s) will be the joint and several responsibilities of
(i) The Unit Owner and (ii) the resident of the registered unit (its guest or related parties). The Association will inform the Unit Owner and resident/user of the damage incurred and will submit an invoice for the cost of said damages. Reimbursement shall be made to the Association within ten (10) days of delivery of notification to the Unit Owner and resident. The Resident and Unit Owner are jointly and severally responsible for reimbursement to the Association.



GYM:

1. GYM opens 24 hrs. daily.
2. Use of the facility is restricted to unit owners or tenants and their registered guests.
3. Children under 16 years old are NOT permitted to use this facility without proper adult supervision.
4. Each Unit Owner, occupant or guest uses the room and equipment at his/her own risk. The Association assumes no liability.
5. Athletic shoes and work out attire, including a shirt, must be worn. Bathing suits are not permitted.
6. All users shall re-rack weights and return all other equipment and accessories used to their original designated location.
7. Food is not permitted. Beverages are permitted only in plastic capped containers.
8. Equipment and lights must be turned off when leaving.
9. A time limit of one-half hour is suggested when someone is waiting to use the same equipment.
10. Phones, radios, cassettes, CD's, etc. are permitted only with headphones so that others can have quiet enjoyment.
11. All problems or incidents in the Gym should be reported to the Association Management Office or front desk immediately after any occurrence.
12. **Personal Trainer:** Any personal trainer is required to have liability insurance to conduct service and must be registered with Management.
13. All users are required to wipe down equipment after use.



RESIDENT CODE OF CONDUCT:

1. Purpose

The purpose of this Code of Conduct is to establish clear expectations for how all residents, owners, tenants, and their guests ("Residents") interact with one another and with Association staff, vendors, and Board or committee members. A respectful community environment is essential for the safety, well-being, and quality of life of everyone in the building.

2. Applicability

This Code applies at all times while on Association property, including all common areas, amenities, parking facilities, the lobby, elevators, and during any Association-related meeting, gathering, or communication.

3. General Conduct Between Residents

3.1 Respectful Behavior:

Residents shall treat all other residents, guests, and visitors with courtesy, respect, and consideration.

3.2 No Harassment or Abusive Behavior:

Verbal harassment, threats, intimidation, bullying, or any form of abusive behavior toward another resident is strictly prohibited.

3.3 Conflict Resolution:

Disputes between residents should be handled in a calm and civil manner. If an issue cannot be resolved directly, residents should contact Management rather than engage in confrontational behavior.

3.4 Quiet Enjoyment:

Residents shall avoid conduct that unreasonably disturbs the peace, comfort, or quiet enjoyment of others.

4. Conduct Toward Association Staff and Vendors

4.1 Zero-Tolerance for Abuse of Staff:

Aggressive behavior, yelling, intimidation, threats, foul or offensive language, or any disrespectful conduct toward Association staff, including but not limited to Front Desk, Valet, Security, Maintenance, Housekeeping, Management personnel, and Association-contracted vendors, is strictly prohibited.

4.2 No Interference With Staff Duties:

Residents may not attempt to direct, supervise, discipline, or otherwise interfere with the duties of Association staff.

(This reinforces existing Rule 21 without changing its intent.)

4.3 No Personal Tasks:

Residents shall not request or instruct staff to perform personal tasks, errands, or services beyond their assigned duties.

4.4 Reporting Issues:

Concerns involving staff performance shall be directed to the Management Office in writing. Under no circumstances should residents attempt to handle the matter directly with staff in a confrontational or hostile manner.

5. Conduct During Board, Committee, Town Hall, or Violation Meetings

5.1 Respectful Participation:

All participants must conduct themselves in a respectful and orderly manner. Disruptions, shouting, personal attacks, or hostile commentary will not be tolerated.

5.2 Speaking Rules:

Participants must wait to be recognized by the presiding officer, speak one at a time, and refrain from interrupting others.

5.3 No Physical Confrontation:

Any physical intimidation, unwanted touching, or threatening gestures at a meeting is strictly prohibited.

5.4 Removal From Meetings:

The presiding officer may remove any participant who violates this Code of Conduct or otherwise disrupts the orderly operation of the meeting.

6. Prohibited Behaviors

The following behaviors are strictly prohibited anywhere on Association property:



- Verbal abuse, profanity directed at others, or shouting in an aggressive manner
- Threats, intimidation, bullying, or harassment
- Physical aggression or any behavior that could reasonably be perceived as threatening
- Discriminatory remarks or conduct
- Recording staff or residents in a harassing or confrontational manner
- Obstructing staff from performing their duties
- Creating or attempting to create hostile interactions with staff or residents
- Engaging in any altercation that disrupts building operations or resident safety

7. Responsibilities of Residents

- 7.1 Residents are responsible for ensuring that their guests, tenants, invitees, and contractors comply with this Code of Conduct.
- 7.2 Any violation committed by a guest, tenant, invitee, or contractor shall be treated as a violation committed by the unit owner.

8. Enforcement

- 8.1 Violations of this Code of Conduct may result in enforcement actions as permitted by the Association's governing documents and Florida law, which may include:
- Written warnings
 - Fines
 - Suspension of common area or amenity use
 - Legal action or referral to law enforcement when appropriate
- 8.2 The Association reserves the right to document incidents involving video footage, staff statements, written complaints, and any other relevant evidence.
- 8.3 Repeated or severe violations may be subject to additional action as determined by the Board of Directors.