



Aquasol Condominium Association, Inc.
6770 Indian Creek Drive, Miami Beach, FL 33141
Manager office: (305) 868-6770

SALE AND RENTAL APPLICATION FOR UNIT #_____

Note: Up to 2 weeks for acceptance is required. Applicants will be called for a screening interview meeting.

Prior written acceptance required before any unit may be leased or purchased, including residential, commercial and dock units. No one is permitted to occupy a unit without having been accepted by the Association. Violations will be reported to the State of Florida.

Please check off the following once completed:

Incomplete application will not be accepted if all items below have not been submitted and may delay the process

- ☐ Screening Application completed and signed. One application per person unless married with marriage certificate.
- ☐ Non-refundable \$150 elevator reservation fee (Mon - Fri 9AM to 12:00PM and 1PM to 4:00PM).
- ☐ Copy of Driver's License or Passport (each applicant & each occupant over the age of 18)
- ☐ Copy of Executed Lease Agreement or Executed Sales Contract
- ☐ Copy of "Third Party Lease Addendum to Residential Lease " signed by Landlord and Tenant
- ☐ Minimum lease 6 months +1 day No Temporary or Weekend Rentals
- ☐ Unit Contact Form
- ☐ Vehicle Information and registration
- ☐ Dog Registration Form Its
- ☐ Pet vaccine(s) for all pets including pictures of the pets. (If applicable)
- ☐ Pet Restriction
- ☐ Voting Certificate (If the purchaser is a company)
- ☐ Trash and RECYCLE Deposal Rules
- ☐ Guest Rules
- ☐ All payments must be in the form of a Cashiers check or money order check made payable to Aquasol Condominium, scanned and emailed to dmorales@alliedpropertygroup.net along with this application and all corresponding documents.

Aquasol Condominium Rules and Regulations Buyers/Tenants acknowledge that they and all members of their household are responsible to read, understand and comply with the governing documents of the Association and that they will be held responsible for the actions of members of their family, guests, tenants, contractors, workmen.

Initials _____/_____



Date: _____

Association: Aquasol, a Condominium

Property Address: 6770 Indian Creek Dr, Miami Beach, FL 33141 Unit # _____ Purchase _____ Lease _____

PERSONAL INFORMATION

1. Applicant Name: _____

Marital Status: _____

Applicant Phone #: _____ Applicant Cell #: _____

Applicant Email: _____

Do you require any special accommodation? Yes _____ No _____

If yes, please explain: _____

2. Applicant Name: _____

Marital Status: _____

Applicant Phone #: _____ Applicant Cell #: _____

Applicant Email: _____

Do you require any special accommodation? Yes _____ No _____

If yes, please explain: _____

3. Applicant Name: _____

Marital Status: _____

Applicant Phone #: _____ Applicant Cell #: _____

Applicant Email: _____

Do you require any special accommodation? Yes _____ No _____

If yes, please explain: _____

ALL OCCUPANTS UNDER 18 MUST BE LISTED

Name: _____ Age: _____ Relationship: _____

Name: _____ Age: _____ Relationship: _____

Name: _____ Age: _____ Relationship: _____

Name: _____ Age: _____ Relationship: _____

Have you, the co-applicant(s), and/or any occupant (s) ever been arrested, charged and/or convicted of a crime?
YES _____ NO _____: If yes please attach detailed explanation.

Initials _____/_____



Emergency Contact Information

Emergency Contact:

Name _____ Cell: _____

Emergency Contact:

Name _____ Cell: _____

Frequent Visitors Information

1. Name _____ Relationship: _____

Cell: _____ Email: _____

2. Name _____ Relationship: _____

Cell: _____ Email: _____

Unit Vehicle Information

ALL RESIDENCE MUST REGISTER THEIR CAR WITH VALET TO OBTAIN A DECAL. IF A DECAL IS NOT PROPERLY DISPLAYED THE CAR WILL BE TOWED AT THE OWNERS EXPENSE

Unit: _____ Please Circle (Owner, Tenant) Valet # _____

Vehicle #1: Please Circle (CAR, MOTORCYCLE)

Make: _____ Model: _____ Year _____

Color: _____ Tag: _____ State: _____

Vehicle #2: Please Circle (CAR, MOTORCYCLE)

Make: _____ Model: _____ Year _____

Color: _____ Tag: _____ State: _____

Note: You are responsible to update in writing if any of the above information changes and turn into Aquasol Management office.

Print Tenant Name: _____

Tenant Signature: _____ Date: _____

Initials _____/_____



RESIDENT HISTORY

Present Street Address: _____
Move In Date of Present Address: ____/____/____ Move Out Date: ____/____/____
Landlord's Name: _____ Landlord's Phone #: _____
Monthly Rent: _____ Reason for moving: _____
Have you and/or the co-applicant ever been evicted from any property: Yes or No:
If Yes, attach detailed explanation.

Previous Street Address: _____
Move In Date of Previous Address: ____/____/____ Move Out Date: ____/____/____
Landlord's Name: _____ Landlord's Phone #: _____
Monthly Rent: _____ Reason for moving: _____
Have you and/or the co-applicant ever been evicted from any property: Yes or No:
If Yes, attach detailed explanation.

Previous Street Address: _____
Move In Date of Previous Address: ____/____/____ Move Out Date: ____/____/____
Landlord's Name: _____ Landlord's Phone #: _____
Monthly Rent: _____ Reason for moving: _____
Have you and/or the co-applicant ever been evicted from any property: Yes or No:
If Yes, attach detailed explanation.

EMPLOYMENT HISTORY

Present Employer: _____ Supervisor: _____ Employer's
Address: _____ Started from: ____-____-____
To: _____ Phone: _____
Gross Weekly Salary: _____ Position: _____ Spouse
Employer: _____ Supervisor: _____
Spouse Employer's Address: _____ Started
from: ____-____-____ To: _____ Phone: _____
Gross Weekly Salary: _____ Position: _____
If necessary, reverse side of this application to list any additional information that may not fit on the first page.

Applicant Signature: _____
Print Applicant's Name: _____ Date: _____

Co-Applicant Signature: _____
Print Co-Applicant Name: _____ Date: _____

Co-Applicant Signature: _____
Print Co-Applicant Name: _____ Date: _____



THIRD PARTY LEASE ADDENDUM

This LEASE ADDENDUM, entered into the _____ day of _____, 20____ by and between _____ as Owner(s) of Unit: _____ Located at 6770 Indian Creek Dr, Miami Beach, FL 33141, known as Aquasol Condominium Association, Inc, (hereinafter referred to as "Lessor", and _____ (here in after referred to as "Lessee"), supplements and modifies that certain Lease Agreement dated _____ by and between Lessor and Lessee. The parties hereby agree as follows:

1. **RULES AND REGULATIONS.** Lessee, and his guests, invitees, licensees and servants, agree to take subject to, assume and abide by the Declaration of Condominium and all its exhibits incorporated thereto, of Aquasol Condominium, and by execution of this Lease Addendum, Lessee acknowledges that he has received the foregoing documents. Lessee specifically but without limitation acknowledges that he has received the rules and regulations as same may be amended from time to time, and that the breach by Lessee (or his guests, invitees, licensees and servants) of any such: rule and regulation, or of the terms, - conditions and covenants of the Declaration of Condominium or the exhibits thereto, shall constitute a breach of a substantial obligation under this Lease. Failure of Lessee to abide by said condominium documents and/or rules and regulations of Aquasol Condominium Association, Inc. (the "Association") shall entitle the Association to all the rights of Lessor, terminate this Lease and evict Lessee. The Board of Directors of the Association shall have the power, but shall not in any manner be obligated, to terminate the Lease and/or to bring summary proceedings to evict Lessee, in the name of Lessor and/or itself, in the event of (I) a default by Lessee in the performance of its obligations under the Lease, or (2) a foreclosure of a lien placed on the unit by the Association in accordance with the Declaration. In the event the Association brings any action, proceeding or litigation to terminate this Lease and/or evict Lessee, the Association shall recover from Lessor and/or Lessee all costs and reasonable attorney's fees incurred, therefore.

2. **USE AND OCCUPANCY.** The premises shall be used solely as a private residence for Lessee, and the following individuals, as listed below: (List each occupant-state name, age, and relationship to Lessee)

- a. _____
- b. _____
- c. _____
- d. _____

The premises shall not be occupied by more than two (2) persons per bedroom of said condominium unit. For example, in the event the subject condominium unit contains two (2) bedrooms, not more than four (4) persons shall be permitted occupancy. No more than two (2) guests will be allowed in any unit at any one time. Guest stay must be limited to two (2) weeks. If any guest remains in the unit for more than 30 days, for whatever reason, a background check and application will be required. Lessee agrees not to use the leased premises or permit the leased premise or the Condominium Property (or any portion hereof) to be used, for any illegal, immoral reason, improper, offensive, hazardous or unlawful purpose. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Lessee further agrees not to make, nor permit to be made, any disturbance, noise or annoyance of any kind, which is detrimental to the premises or to the comfort of any of the inhabitants or the Condominium.

3. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign nor sublet neither the leased premises nor any part thereof, nor shall the Lease Agreement be assigned by lessee, without the prior written approval of the Lessor and the Association.

4. **RIGHT TO RENT.** In the event Lessor is delinquent in his obligation to pay the Association any general or specific maintenance assessments, or any installment thereof Association shall have the right, but not the obligation, to require Lessee to pay said rental installments, or the portion thereof, sufficient to pay said delinquent maintenance assessment, directly to Association, upon Association giving written notice of the exercise of such right to Lessee and Lessor. This right of Association is cumulative and in addition to any and all other rights or remedies the Association may have against Lessee or Lessor.

5. **MODIFICATION OF LEASE.** The lease may not be modified, amended, extended or assigned without the prior written consent of the Board of Directors of the Association.



6. Nothing contained in this Lease Addendum, or in the Lease or the Condominium documents, shall in any manner (1) be deemed to make the Association a party to the Lease or this Lease Addendum (except to the extent, if any, necessary to enable the Association to enforce its rights hereunder or under the Condominium. document(s). or (2) create any rights or privileges of Lessee under the Condominium documents or in or as the Association.

7. INPROPER MOVE in/out PROCEDURE FEE. In the case that a resident either moves in or out of the condominium without properly notifying the management office and following the proper procedures, the resident will be responsible for a \$500.00 non-fundable fee. Please note that proper moving procedures are as follows: moving hours are from 10:00 am to 4:30 pm Monday through Friday; resident is to notify the management office with time of their desired move in/out date; and a \$500.00 refundable deposit is required.

8. OTHER. All other terms, conditions and provisions of the Lease Agreement shall remain in full force and effect, except as modified herein.

Landlord Signature: _____

Landlord Print Name: _____

Tenant Signature: _____

Tenant Print Name: _____



PET REGISTRATION

Dog Registration/Application Form – for Each Dog

Unit: _____ (Please Circle: Owner or Tenant)

Printed Name of Unit Owner/Tenant: _____

Dog Description / Name: _____

Breed: _____. Age: _____. This a Service Animal (☐) or E.S.A. (☐)

Color: _____. Weight: _____. Registration #: _____

- Submit a completed Dog Registration form
- Non-refundable \$400 pet fee (**Money order.**)
- 4" X 6" color photo of the dog
- Copy of Valid current health certificate confirming all required vaccinations
- Bring dog to the Management Office for introduction and confirmation (During screening process)

Regulation: <https://www8.miamidade.gov/departments/animals/home.page>

I understand and agree to the following:

1. Dogs must be properly vaccinated, registered with the County, and wear their license at all time
2. Leash Law: Dog must be kept on leash outside of their property.
3. Pit Bulls Law: Still Banned in Miami Dade
4. Dogs are not allowed in Aquasol without being registered and approved.
5. Dogs Must use service elevator when entering/exiting the building.
6. Dog must enter/exit building through the garage door Lower Level or Dog must be carried through Lobby.
7. Curb your Dog off condo property. Clean up if dog urinates or defecates anywhere or you will be fined!
8. Dog shall Not be Allowed on the Balcony without Unit Owner present.
9. Dog Not allowed in the gym, pool deck, club room, for any reason (garage except for enter/exit only)

Each unit pet owner shall assume Full Responsibilities and Liabilities for personal injuries or property damage caused by their pet.

If a pet constitutes a chronic nuisance in the opinion of the Board of Directors, the owner will be required to remove the pet from the premises, either temporarily or permanently.

Violation of any of these rules will be subject to fines up to the maximum permitted.

SIGNATURE: _____

NAME: _____

DATE: _____

Initials _____/_____



VOTING CERTIFICATE

DATE: _____

THIS IS TO CERTIFY that the undersigned, constituting all of the record title owners of the Condominium Unit No. _____ of Aquasol Condominium, have designated:

(Insert name of one person only)

as their representative to cast all votes and to express all approvals that such owners may be entitled to cast or express all meetings of the membership of AQUASOL CONDOMINIUM ASSOCIATION, INC. (the "Association") and for all other purposes provided by the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association.

This Certificate is made pursuant to the Declaration of Condominiums and the By-Laws and shall revoke all prior Certificates and be valid until revoked by a subsequent Certificate.

THIS CERTIFICATE MUST BE SIGNED BY ALL OWNERS OF THE UNIT OR THE PROPER CORPORATE OFFICER(S).

Signature
Print Name: _____
Entity Name (if applicable): _____

Title (if applicable): _____
Dated: _____

Signature
Print Name: _____
Entity Name (if applicable): _____

Title (if applicable): _____
Dated: _____

The following examples illustrate the proper use of this Certificate:

- (i) If a Condominium Unit is owned by one person (i.e., John Doe), his right to vote shall be established by the recorded title to the Unit. A Voting Certificate is not required.
- (ii) If a Condominium Unit is owned by more than one person (i.e., John Smith and Jim Doe), the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded Owners of the Unit. Voting Certificate must be executed.
- (iii) If a Condominium Unit is owned by a corporation (i.e., ABC Corp.), the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate, signed by the President Vice President, attested to by the Secretary or Assistant Secretary of the Corporation. Voting Certificate must be executed.
- (iv) If a Condominium Unit is owned jointly by a husband and wife, (i.e., John and Jane Doe, husband and wife) the following three (3) provisions are applicable: (a) they may, but they shall not be required to, designate a voting member; (b) if they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; (c) where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote just as though he or she owned the Unit individually and without establishing the concurrence of the absent person.

Initials _____/_____



Trash and Recycling Disposal Rules



- WE RECYCLE AT AQUASOL
- DO NOT DISPOSE your furniture, appliances, or packing materials or large items in or near recycle bin when you move-in/out or at any time. You must decide yourself to have those items picked up and removed from the property. The Association will not handle those items for you. If you dispose of it on the premises, you will be subject to a fine.
- Access to the trash chutes is through the laundry rooms.
- Trash, garbage, furniture, or recycling material may not be placed outside your unit door even for a moment, common area is to remain in a clean and sanitary condition.
- Normal household trash or garbage must be placed in strong, well-secured plastic bags and deposited in the trash chutes.
- No other items or trash should be left in the laundry room.
- Recycle bins located in lower Garage
- Bottles, cans, newspapers, and other recycling material must be taken to the lower garage and deposited into the recycling bins.
- Cardboard boxes are to be flattened, disassembled, stacked and tied, and placed in the lower garage next to the recycling bins.



Frequently Asked Questions

1. How many parking spaces do I get and is it assigned parking?

Valet parking for your 1st car is at no charge.

Valet for a 2nd car is available on a first come, first served basis, as space is very limited. \$100.00 per month cashier check or money order, payable to Magnum Parking Solution Inc. Write Valet-Second Car and your unit number on the face of your payments. \$25 late charge if payment not received by 5th of each month.

If you have a Developer-Assigned Self -Parking space, you may park your own vehicle in your designated space.

Bicycle: \$20 per bicycle, one-time cost, payable by check or money order to Aquasol Condominium. Bicycles may be brought in and out of the building through the gates on the north and south sides of the building.

Motorcycle or Scooter: \$40.00 one-time cost, per motorcycle of scooter payable by check or money order to Aquasol Condominium.

2. Is there a visitor parking?

\$8.00 per day for visitors,

\$15.00 for overnight visitors.

Vendors working for resident's self-park at a rate of \$8.00 per day, with a maximum of 2 vehicles per vendor.

Vendors working for Aquasol Association self-park at no charge

The realtor's visiting building will not be charged during the first 30 minutes, after which they will be charged \$8.00 per day to be paid directly to Magnum Parking.

3. Are there any pet restrictions?

YES, only TWO (2) pet s are allowed per unit. In addition, only CATS or DOGS are permitted.

Internet and Cable is included in rent/maintenance. Yes.

4. Is water included in the rent/maintenance?

YES, and the hot water is heated by the building.

5. Is the A/C included in the rent/maintenance?

The building is responsible for supplying the cold water that runs through a pipe to your A/C in the unit. The electricity for this is paid by the owner/tenant.

The owner/renter is responsible for their individual A/C unit. This includes changing the filter, adding condensation pills monthly, cleaning coils yearly. Most A/C problems occur when the owner/tenant neglects monthly maintenance and the water from condensation starts to spill over the tray and creates water damage and mold.

If there is an issue with the building's A/C chiller, then the whole building will not have A/C and it will be fixed as soon as possible but if it is only your unit then most likely it is the responsibility of the owner/renter to call a company to have it fixed.

6. What are the lease restrictions?

Minimum lease is 6 months plus (1) day. If the lease is less than 6 months + 1 days, the owner must apply, receive and include Business Tax Receipt from City of Miami Beach Planning Department with their application as sales tax on transient rentals may apply.

No Airbnb, no short-term rentals!

7. Is pest control included inside the unit?

YES, however you must be present to provide access to Unit .

8. What if I am a current resident at Aquasol? Do I still need to apply?

If an applicant has previously resided in Aquasol Condominium as an approved Unit Owner or Lessee and had a background check performed by the Association within the period of 12 months prior to the date of submission of the new application, all required information must be submitted, however, a new screening fee will be charged if the applicant submits a copy of the prior Association approval certificate. The Move-In and Move-Out Fee will be charged.



9. Is an Estoppel required in order to get an association approval?

Before a Certificate of Approval may be issued, and before a closing may take place, an estoppel letter must be required in writing from First Service Residential and the estoppel letter must indicate that all fees due the Association have been paid in full by the unit owner.

Helpful Contact Information

Valet: 305-865-4839
Front Desk: 305-861-1142
Management Office: 305-868-6770

Cable Television, Telephone and Internet: Call Breezeline (855) 599-4700.
Electricity: Florida Power & Light
Apply for service by calling 305-442-8770
To report a hazardous condition call #800-468-8243

Pet Licenses Regulation: <https://www8.miamidade.gov/departments/animals/home.page>
Telephone: 305-884-1101 ext.222

Hospital Mount Sinai: 4300 Alton Road, Miami Beach, FL 33140 Telephone: 305-674-2200



RULES AND REGULATIONS COMPLIANCE AND ENFORCEMENT

1. The Declaration of Condominium Documents of the Association and the Florida Statute 718 (Condominium Act) permit the levying of fines for violations of the Rules and Regulations of The Association.
2. In accordance with Florida Statute the administrative process, should a fine and or suspension of the use of the Association Amenities be deemed appropriate by the Board of Directors, is as follows:
 - a. Upon violation of the Rules and Regulations, a request from the Association or the Board of Directors, delivered either by regular mail, email or by hand delivery shall be made to a resident (owner and or tenant) to cease the violation of said Rules & Regulations.
If the resident is a tenant, the owner should be informed accordingly and shall be jointly responsible for any fines and or suspensions levied.
 - b. Should the violation continue, the Board of Directors shall proceed to hold a duly noticed Board meeting to vote on whether to impose a fine or suspension of access to the Association amenities. If the Board votes in favor of imposing a fine or suspension, a letter shall be sent to the resident by either Certified Mail, regular mail or email to the legal address provided to the Association advising the Owner (and tenant if that were the case) of a Grievance Committee* meeting to be convened for the purpose of confirming or rejecting the fine or suspension imposed by the Board. The notice shall contain the date, time and place of the meeting which shall be held not less than fourteen (14) days from the date of mailing the notice. The notice shall also contain a statement of the provision of the Declaration, the By-Laws or Rules and Regulations which the Association alleges to have been violated and a statement of the issues asserted by the Association. A Notice with the agenda for a Grievance Committee hearing shall be posted on the condominium at least forty-eight (48) hours prior to the hearing.
 - c. The Resident shall have an opportunity to respond, present evidence, and to provide written and oral arguments on all issues involved in connection with the alleged infraction. The Resident shall also have the opportunity to review, challenge and respond to any material considered by the Association. Formal rules of evidence shall not apply. At such hearing, the person against who the fine or suspension is sought to be imposed shall be entitled to be represented by counsel (at his or her expense), and present witnesses and other evidence and testimony. If the party sought to be fined and/or suspended fails to attend the hearing, the Grievance Committee may proceed to determine whether to confirm or reject the proposed fine and/or suspension levied by the Board. Pursuant to Section 718.303(3)(b), Florida Statutes, if the Grievance Committee does not confirm the imposition of a fine and/or suspension, the fine or suspension may not be imposed.
 - d. A written decision of the Grievance Committee shall be submitted to the Resident no later than twenty-one (21) days after the Grievance Committee's meeting confirming or rejecting the proposed fine and/or suspension levied by the Board.
 - e. After the fine or suspension is approved by the Grievance Committee, should the Owner ignore the mandates of the Board of Directors, or continue the violating behavior, the Board of Directors shall proceed to cure the violation through the legal process, with all fees and costs of said corrective process to be the responsibility of the violating Owner.

PENALTIES AND FINES

The Association may impose a fine not to exceed the amount allowable by law per day for each day that the violation exists.

1. **Penalty Assessment:** The Board may impose fines against the applicable Unit in the amount of \$100.00 per



violation or up to such other maximum as may be allowed by the laws from time to time. Each day during which a violation continues shall be deemed to be a separate violation subject to a separate fine up to \$100 per day (or up to such other maximum amount per day as may be allowed by law).

2. Every Unit Owner, tenant, occupant, guest, family member, invitee or licensee shall comply with these rules and regulations as set forth herein.
3. These rules may be amended by the Board of Directors from time to time. Failure of any person to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, fines, administrative and/or attorneys' fees or any combination thereof.
4. **Non-exclusive Remedy:** These fines shall not be constructed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.
5. **Payment of Penalties:** Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment of the penalties.
6. **Application of Penalties:** All monies received from fines shall be allocated as directed by the Board.

RULE CHANGES

The Board of Directors of the Association reserves the right to change or revoke existing Rules and Regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the Building and its occupants, to promote cleanliness and good order of the Property and to assure the comfort and convenience of members; provided that such changes, revocations, or additions must be adopted in accordance with the procedures set forth in the By-laws of the Association before such changes, revocations, or additions become effective. After adoption, changes may be overridden in the manner described in the by-laws.

GUEST RULES & REGULATIONS

1. DEFINITIONS.

a) VISITING GUEST: "Visiting Guest" means any person or persons who will be present in a unit when the Unit Owner or Lessee is in residence, and who must comply with the below rules.

b) TEMPORARY GUEST: "Temporary Guest" means any person or persons who will be present in a unit when the Unit Owner or Lessee is not in residence, and who must comply with the below rules.

2. RULES APPLICABLE TO VISITING GUESTS: Unit Owners and Lessees are permitted to have Visiting Guests in the unit at any time, as long as the Unit Owner or 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 set forth below.

Upon arrival, Visiting Guests must identify themselves to Valet personnel and state the unit they are planning to visit if they wish to park. They must then register at the Front Desk, state the unit they are planning to visit, and provide valid identification. The Front Desk attendant will call the Unit Owner or Lessee before allowing the Guest access to the unit or other common areas. If the Unit Owner or Lessee does not answer the phone, access will not be granted. A Visiting Guest may not bring any type of pet onto Aquasol property for any period of time, except for properly documented service dogs or emotional assistance animals.



3. RULES APPLICABLE TO TEMPORARY GUESTS: Occupancy by Temporary Guests in the absence of the Unit Owner or Lessee is limited to no more than seven (7) days per month. Any Temporary Guest needing to stay for longer than seven (7) days during a thirty (30) day period without the Unit Owner or Lessee present will be required to go through the standard tenant application screening procedure. If the unit is Owner-occupied, the application form must be signed by the Unit Owner. If the unit is Lessee-occupied, the application form must be signed by the Lessee.

Temporary Guests must be registered at least fifteen (15) business days prior to their arrival, using forms provided by the Association. The forms must be hand-delivered or mailed to the Aquasol Office at 6770 Indian Creek Drive, Miami Beach, FL 33141, or emailed to <aquasolmanager@gmail.com> early enough to assure receipt at least fifteen (15) business days prior to arrival.

If the mandatory fifteen (15) day notification procedure has not been met, the Temporary Guests will be turned away and will not be permitted access under any circumstances.

Upon arrival, Temporary Guests must register at the Front Desk, provide valid identification, and show a copy of the Guest Application Form Signed by the Association. A Temporary Guest may not bring any type of pet onto Aquasol property for any period of time, with the exception of properly documented service dogs or emotional assistance animals.

Temporary Guests who have not been registered within the required time frame or exceed their allowable stay will be asked to leave the premises and will be considered to be trespassing.

4. OCCUPANCY: Overnight occupancy for both, Visiting and Temporary Guests will be restricted to no more than four (4) people in a one (1) bedroom unit and six (6) people in a two (2) bedroom unit. These maximum occupancy figures include lessees, unit owners and resident family when present in the unit simultaneously with guests.

5. PARTY AND EVENT OCCUPANCY: At no time may Visiting or Temporary Guests have more than a total of 16 people temporarily occupying a unit during a party or event.

6. NO SHORT-TERM RENTALS: Temporary or Weekend Rentals are strictly prohibited, are a violation of the governing documents of the Association, and Miami Beach Short Term Rentals Ordinance and will not be tolerated. Should the Association become aware of a violation of this rule, the illegal tenant will be required to leave the building immediately and the Miami Beach Code Enforcement Department will be informed of the violation.

7. USE OF COMMON ELEMENTS: All registered approved Guests are permitted to use the Common Elements of the building providing they adhere to the Association Rules and Regulations. Unit Owners are FULLY RESPONSIBLE to notify their guests of the association Rules and Regulations and will be held responsible for their actions and any resulting damages and/or violations according to the Rules and Regulations Compliance and Enforcement document.

8. PARKING

Visiting and Temporary Guest must pay the regular parking rate if she/he brings a vehicle that will be parked on premises regardless of whether the owner or tenant has a right to park without Valet. If the Private parking spot is not in use, the Temporary guest vehicle will be parked in that spot.



SWIMMING POOL AND POOL DECK RULES & REGULATIONS

1. Swimming pool hours are from Sunrise to Sunset
2. Pool Deck hours are from 6:00 am. to 11:00 P.M
3. The swimming pool area is defined as the area to the south of the middle railing enclosing the swimming pool.
4. Owners must always accompany their guests to the pool. No more than six (6) guests are permitted in the pool area at any time.
5. All people using the pool do so at their own risk. Children under 12 years of age must be accompanied and supervised by a responsible adult.
6. Children who are not toilet trained, not clothed, or in diapers are not permitted to use pool, unless they are wearing appropriate pool diapers.
7. All persons are required to shower at poolside before entering the swimming pool.
8. While in beach attire, all chairs and lounges must be covered with a towel before use.
9. Running and diving are prohibited.
10. Except for floatation devices suitable for recreational pool usage and normal swimsuit attire, no objects including toys may be taken into the pool.
11. No one with a communicable skin disease or skin disorder or bandaged wound may enter the pool.
12. Pool chairs may not be removed from the pool area.
13. No radios or tape recorders or any other sound device may be played on loudspeakers (internal or external) at the Pool or Pool Deck by any resident or guests of the property.
14. Smoking is not permitted within the swimming pool. Use ashtrays; do not use planters for ashtrays, or the floor to dispose of your cigarettes or cigars. Do not toss cigarettes, cigars or any items over the railings.
15. No parties may be held on the pool deck or other Common Element without the approval of the Association. Maximum number of guests 40 people; The Reservation Form can be obtained from the Management Office.
16. Beverages or food are not to be consumed within 12 feet of pool. No glassware is permitted in the pool or pool deck area. If food or other objects fall inside the pool, the responsible unit owner will be assessed for all cleaning and damages.
17. The consumption of alcoholic beverages by under aged persons is strictly prohibited in any common area.
18. When entering the building from the pool deck, all people should be dry and covered.
19. Under no circumstances are pets permitted in or about the pool deck or area at any time.
20. No ball playing, rollerblading, bicycles, skateboards or games involving running or shouting are permitted in pool area or deck.



21. No electrical appliances are allowed within 12 feet of the pool. (However, battery operated appliances shall be allowed.)
22. Disorderly conduct of any kind in the pool or in the pool deck is prohibited and is grounds for removal from the pool deck.
23. If any damage occurs during usage of the pool deck or when having a party, the party organizing the event will be asked to reimburse the Association for the repair or replacement of broken items.
24. Violations of any of these Rules and Regulations will result in the imposition of fines in accordance with the Rules and Regulations Compliance and Enforcement document.

RECREATIONAL ROOM POLICY

RECREATIONAL ROOM RESERVATION AND USE

1. The recreational room is available from 6 a.m. to 11 p.m., unless otherwise approved by the Association.
2. The maximum capacity is 40 persons.
3. Persons who are not 18 years of age or older shall not be permitted to use the recreation facilities unless under the supervision of an adult over the age of 18.
4. The recreation room will be made available for the exclusive use of Aquasol residents and invited guests for non-commercial use on a first come first served basis through reservations with the Management Office 48 hours prior to the event.
5. A calendar will be placed in the Aquasol Management Office, in the upper lobby, notifying residents of upcoming reservations for the recreational room.
6. A non-refundable fee of \$25 is required at the time the room is reserved, and a refundable deposit of \$200.00 shall be paid prior to the occupation of the room. The room will be checked by security before and at the end of the party. The deposit will be returned in two working days if no damage has occurred.
7. If any damage occurs during usage of the recreational room or when having a party, the party organizing the event, will be asked to reimburse the Association for the repair or replacement of broken items. The deposit will be withheld pending reimbursement of any amount due to the Association.
8. The use of alcoholic beverages by under aged persons is strictly prohibited in any common area.
9. The party organizing the event is responsible for cleaning and leaving the Recreational room in the same clean and orderly manner that it was found.
10. A guest list for parties must be submitted to the Association for Security and Valet purposes.

VIOLATIONS

Violations of any of these Rules and Regulations will result in the imposition of fines in accordance with the Rules and Regulations Compliance and Enforcement document.

PET POLICY

Pet ownership at Aquasol will only be permitted in accordance to pet laws in the State of Florida and subject to certain conditions and restrictions set forth below:

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. The total of pets belonging to a Unit Owner



shall not exceed two (2), tropical fish excluded. Notwithstanding the foregoing, no Pit Bulls, Venomous Snakes or Pot Belly Pigs shall be allowed on any of the condominium property, including condominium units.

Breeds banned by the County of Miami Dade will be strictly disallowed on the premises of Aquasol. Specifically, it is *illegal* in Miami-Dade County to own or keep American Pit Bull Terriers, American Staffordshire Terriers, Staffordshire Bull Terriers, or any other dog that substantially conforms to any of these breeds' characteristics under the Miami-Dade County ordinance, *See Chapter 5, Sec. 5-17*.

Registration and Regulations

1. All residents of Aquasol who own and maintain a pet on the premises of Aquasol must register their pet with the Association.
2. The Association will provide each resident owning and maintaining a pet on the premises of Aquasol with a designated tag upon registration. The tag shall be always affixed on the collar of the pet, when the pet is outside the unit on Aquasol premises, including, but not limited to elevators and common areas.
3. Failure to have the tag affixed to the pet's collar while outside the unit on Aquasol premises, including, but not limited to elevators and common areas shall result in a notice of violation and the imposition of a fine.
4. All pets must always have their vaccines current, copies of which should be provided to the Management upon registration.
5. Each pet owner shall assume full responsibilities and liabilities for personal injuries or property damage caused by their pet.
6. No pet shall be allowed to commit a nuisance in any public portion of the Condominium building or grounds. If, in the opinion of the Board of Directors a pet constitutes a nuisance, the owner will be required to remove the pet from the premises, either temporarily or permanently
7. Pets must be always leashed when outside the unit, including elevators and common areas, and attended by a responsible party.
8. All pets must be walked off the property or in a designated area on the property. Should a pet create a mess on the property by accident, the owner must clean it up immediately or be subject to an immediate notice of violation.
9. Owners are required to pick up after their pets immediately and dispose of the matter in the designated pet waste receptacles located around the property. All pet feces must be double wrapped when placed in the trash chutes or bin.
10. Pets should use the service elevator when available.
11. No pets shall be allowed on the balcony of the unit unless the unit owner is present and dogs should not be left alone in the units for extended periods of time.



12. Pets are not allowed at any time or for any reason in the Gymnasium, Deck and Pool area, or the recreational Room. Pets shall be permitted in the parking garage only to enter and exit the premises of Aquasol.
13. Each pet owner shall assume full responsibilities and liabilities for personal injuries or property damage caused by their pet. Failure to abide by these Rules and Regulations will result in the imposition of fines in accordance with Aquasol Rules and Regulations Compliance and Enforcement document.

ELEVATOR USE POLICY

TYPES OF USAGE

- a. **ELEVATOR #2 AND #3: PASSENGER USE ONLY.**
- b. **ELEVATOR #1:** This is the service elevator and, unless there are extraordinary circumstances* (see below), is the only one to be used by:
 - Residents walking Dogs
 - Bicycles
 - Construction workers
 - People moving construction materials or equipment
 - People moving large items
 - People using the service carts provided by Aquasol or any other wheeled cart for moving heavy loads
 - Move-ins/Move outs must be reversed in advance .

USAGE RULES

1. ALL MOVES, LARGE ITEM DELIVERIES AND CONTRACTOR WORK MUST BE SCHEDULED WITH MANAGEMENT AT LEAST 3 BUSINESS DAYS IN ADVANCE.
2. Moving/delivery/work hours are Monday through Thursday 9:00 a.m. to 5:00 p.m. ONLY. The Service Elevator may be reserved for exclusive use in 3-hour blocks from 9:00 a.m. to 12:00 p.m. or 1:00 p.m. to 5:00 p.m. for a fee of \$ 150.00.

Moves, large item deliveries and contractors work are **not** allowed on Saturdays, Sundays and/or Holidays.
3. All moves, delivery personnel, and contractors on services calls MUST sign-in at Front Desk PRIOR to commence the move, delivery or work.
4. Moves and Large Item Deliveries are restricted to the Service Elevator covered with protective pads installed by Maintenance. If the Service Elevator is unavailable for any reason, permission must be sought from management or security to use a passenger elevator.
5. Doors may not be propped open at any time.



6. All items being moved, including furniture and appliances, must be clean and have sufficient padding to prevent damage to the elevator, hallways, and lobby.

VIOLATIONS AND OR DAMAGES

The elevator, hallways, and lobby will be inspected before and after the move, delivery or work. Any violations of these Rules and Regulations, damage to the elevators, hallways, and or lobbies will result in the imposition of fines as well as the cost of repairing the damage/s.

Refer to the Rules and Regulations Compliance and Enforcement Document.

*Extraordinary circumstances are those that prevent the use of the service elevator such as it being out of order or being used by someone that reserved it for exclusive use, like a move-in or move-out.

TRASH AND RECYCLING DISPOSAL RULES

The following Trash and Recycling Disposal Rules have been established in the best interest of Aquasol residents. Please read them carefully and make sure all members of your household do so as well. Residents who violate these Rules will be responsible for all required clean-up costs, and responsible unit owners will be subject to fines as well.

1. Residents shall not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, so that each Unit, the Common Elements and Limited Common Elements shall always remain in a clean and sanitary condition.
2. Trash, garbage or recycling material may not be placed outside your unit door even for a moment. It must be immediately taken from your unit to the appropriate disposal area.
3. Normal household trash or garbage must be placed in strong, well-secured plastic bags and deposited in the trash chutes provided for that purpose on each floor. Access to the trash chutes is through the laundry rooms.
4. Bottles, cans, newspapers and other recycling material must be taken to the lower garage and deposited into the recycling bins placed there for that purpose.
5. Cardboard boxes are not to be placed in trash chutes. They are to be disassembled, stacked and tied, and placed in the lower garage next to the recycling bins.
6. If you need to dispose of furniture, appliances, or packing materials from large items, you must plan to have those items picked up and removed from the property. The Association will not handle those items for you and will recover all costs for the removal of any such items left to be disposed of by the Association.
7. Violations of these rules will be dealt with in accordance with Aquasol Rules and Regulations Compliance and Enforcement Document. If you need guidance or assistance or have any questions, please contact the Aquasol Management Office at (305) 868-6770.



FUMIGATION AND EXTERMINATION SERVICES

The Association provides monthly extermination service for all units and common areas, using the services of a licensed and insured vendor contracted by the Board of Directors.

To maintain Aquasol as insect-and rodent free as possible, it is very important that owners make their units available on scheduled days.

Extermination services are provided starting at approximately 10 AM, as follows:

- First Saturday of each month: TS (Tower Suite), PH (Penthouse), 15th, 14th, 12th, 11th and 10th floors
- Third Saturday of each month: 9th, 8th, 7th, 6th, 5th, 4th, Upper Lobby, Lobby and Common Elements

Please make sure that you allow the exterminator access to your unit or have someone available to do so to comply with this important on-going program, established for the health and welfare of all residents. The impossibility to fumigate one unit may result in the proliferation of pests that may affect other units making this a common wellbeing issue.

If you have a particular insect problem and you cannot be available on the appropriate day, please contact the Management office for assistance.

Section 18.7 of the Declaration of Condominium states that a unit owner must, "Allow the Board of Administration or the authorized agents of the Association to enter any Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration of Condominium as necessary to prevent damage to the Common Elements or to another Unit or Units. A Security Key should be in the Management safe box. If no key has been provided to the Association, then the expense of entry into a Unit for emergency purposes shall be borne by the Owner of the Unit."

This is an essential service, repeated failure to allow entry to fumigate your unit will result in the issuing of notices of violations and if persist, the imposition of fines in accordance with Aquasol Rules and Regulations Compliance and Enforcement Document.

PARKING AND VALET POLICY

VALET PARKING:

Vehicle parking at Aquasol is provided through a Valet parking Company

In accordance with the provisions of Section 3.3 of the Declaration of Condominium of Aquasol Condominium Association Inc. valet parking is available for those units which do not have a Developer-Assigned Self-Parking Space.

All residents that do not have a Developer assigned parking spot or are renting a parking spot from the Association must use the Valet Service

- First Car: Valet parking for your first car is at no charge.
- Second Car: Valet parking for a second car is available on an annual basis, to be paid monthly in advance in the amount of \$100.00 per month payable to the Valet parking Company.

Initials _____/_____



SELF-PARKING: If you have a Garage or a Developer-Assigned Self-Parking space you may park your own vehicle in your designated space.

SELF-PARKING SPACES RENTED FROM THE ASSOCIATION:

- There are a limited number of parking spaces that are available for rent to residents who do not wish to have the valet company park their vehicles.
- The rental of one of these limited spaces is available on an annual basis, to be paid monthly in advance in the amount of \$130.00 per month payable to Aquasol Condominium Association.

TEMPORARY PARKING: If you are a unit owner and do not have a vehicle parked at Aquasol, the valet company will issue you a temporary pass for rental vehicles.

VISITOR PARKING: Visitor Parking Fees are payable to the Valet Parking Company.

- \$8.00 per day
- \$15.00 per overnight

BICYCLES:

- If you have Bicycle you need to register in Aquasol Office. The one-time cost will be \$20.00 per bicycle.
- Bicycles may be brought in and out of the building through the pedestrian gates on the north and south sides of the building.
- Your bicycle will be removed and discarded without notice or warning:
 - If you have failed to register with the Association. (Tag)
 - If you move out of Aquasol and abandon your bicycle.
 - If you move out of Aquasol and transfer ownership of your bicycle to another resident, that resident does not immediately register it.

MOTORCYCLE OR SCOOTER:

- If you have a Motorcycle or Scooter, you need to register your vehicle at the Management Aquasol Office.
- Your motorcycle or scooter registration and license tag must be kept current.
- Your motorcycle or scooter will be towed at your expense without notice or warning: (Tag required)
 - If you have failed to register with the Association.
 - If you move out of Aquasol and abandon your vehicle.

PAYMENTS: All payments due to the Association may be made by personal check or Money order required.

VENDOR PARKING FOR THE ASSOCIATION: Vendors working for the Association self-park at no charge. Valet personnel will guide them to appropriate parking spaces.



VENDOR PARKING FOR RESIDENTS: Vendors working for resident's self-park at a rate of \$8.00 per day, payable to the Valet Parking Company with a maximum of two vehicles per vendor. Valet personnel will guide them to appropriate parking spaces.

REALTOR PARKING: A realtor visiting the building will not be charged during the first 30 minutes, after which they will be charged \$8.00 per day payable directly to the Valet Parking Company

RESTRICTIONS

Vehicles shall not be parked in fire lanes, impede the normal flow of traffic, extend into another parking space, or prevent ingress and egress of any other vehicle to adjacent parking spaces.

Major repairs or maintenance to vehicles, painting of vehicles, or the drainage of automobile fluids is not permitted anywhere in the Association's Property, except for minor repairs or maintenance, such as repairing a flat tire or re-charging of a discharged battery.

The dumping, disposal or leakage of oil, grease, or any other chemical residual substance or particles is strictly prohibited.

LIABILITY

Vehicles parked at Aquasol Condominium Association property are parked at the owner's own risk, the Association assumes no responsibility for and disclaims responsibility for any damage to any vehicle parked or operated within Aquasol Condominium Association's property.

Residents shall be held liable for any expenses incurred by the Association as a result of any damage done to the common areas by the use, repair or maintenance of their vehicle, or as a result of negligence, whether on the part of the resident, his family, tenants, guests or agents.

Any violation to these Rules and regulations and or destruction of property and or equipment will be dealt with in accordance with the Aquasol Condominium Association Rules and Regulations Compliance and Enforcement document.



VENDOR REGULATIONS AND ACCESS POLICY

1. Vendors, movers and construction workers are not permitted to work on weekends or public holidays. Construction work and move in and move outs are allowed only Monday thru Friday between the hours of 9 A.M. and 5 P.M.
2. The owner or resident must request authorization from the Management Office to allow access to vendors into the building. Such authorization will be communicated to the security desk at the lobby. All vendors must register at the front desk on arrival. No entry will be granted without authorization.
3. All vendors and Contractors must provide copies of their Florida License and Insurance information to the Management Office before the commencement of the work in order to be given permission to start.
4. In case of a unit modification or restoration work, the owner of the unit must submit an Architectural Modification Application to the Management Office at least five (5) days in advance of the work start date.
5. Loading and unloading of construction materials, furniture, etc. must be done from the lower parking level (G). No large moving trucks (18 wheelers) are permitted on the front ramp. Vendors are not allowed to use their owners' parking spaces. Contractors must use the service elevator only except in extraordinary circumstances* when it's not available.
6. It is prohibited to dispose of cement, grouts or any construction debris in the unit's plumbing system or in the trash chute. All construction debris removal and disposal are the responsibility of the contractor, should a contractor not follow these guidelines the owner will be made responsible for the cost of removing said debris.
7. Contractors are not to leave tools or perform any work in common areas. To prevent staining or damage to the floor coverings in the hallways, contractors must lay heavy paper or plastic sheeting from the elevator door to the unit. All common areas will be inspected at the end of each day.
8. Any vendor found to be in violation of these guidelines will not be permitted to return to the property until the violation has been corrected and/or payment of assessed damages has been made in accordance with Aquasol Condominium Association Rules and Regulations Compliance and Enforcement document.

* Extraordinary circumstances are those that prevent the use of the service elevator such as it being out of order or being used by someone that reserved it for exclusive use, like a move-in or move-out.