



Resale Package



300-330 Sunny Isles Blvd, Sunny Isles Beach, FL 33160

Telephone 786-528-8662

www.parquetowerscondo.net



BACKGROUND CHECK & SCREENING FEE: \$150

TO BE PAID TO TENANT EVALUATION

RESALE APPLICATION REQUIREMENTS

1. Completed Resale Application Package
2. Copy of fully executed purchase contract
3. Valid and legible copy of applicants' IDs
4. Upon Closing, the fully executed documents must be provided to the association's management office in order to process the change of ownership.

WE RECOMMEND YOU RETRIEVE THE FOLLOWING ITEMS FROM THE SELLER:

1. Copy of the Rules & Regulations (please request for any new and amended rules)
2. Parking Assignments & storage locker assignment
3. Elevator Fobs (you may purchase for **\$50.00** each)
4. Unit keys and mailbox keys
5. All applicable remote controls



REAL ESTATE AGENT POLICIES & PROCEDURES

The procedures detailed below are in place to ensure that Parque Towers is the oasis of privacy and tranquility that our residents expect.

1. Unit Owners MUST register all Listing Agents with the Management Office. A copy of an executed listing agreement for the applicable Unit(s) must be provided to the Association.
2. Once designated by the Unit Owner, the Listing Agent must pre-register all individuals within the realty group that may, from time to time, be called on to show a Unit. Real estate agents who are not on the approved list for a particular Unit will not be granted access.
3. Real estate agents are permitted to show Units between the hours of 9:00am and 8:00pm on weekdays, and 10:00am – 6:00pm on weekends.
4. Open houses to the public are not permitted.
5. All real estate agents must register themselves and their clients at the Front Desk upon arrival, accompany all visitors while on the Property, and must have their own means of entry into the Unit. (The Front Desk and Management Office does not hold keys or provide access to Units for real estate agents)
6. Unit Owners are responsible for providing the Unit key to the Listing Agent.
7. Lock-boxes are not permitted on the Property.
8. Realtors may not solicit or advertise on the premises at any time. Realtors who offer sales or services to residents at Parque Towers without the resident's prior expressed consent will be banned from conducting business at Parque Towers in the future.
9. No still or video photography is permitted in any common area.
10. The fitness center and spa may be shown from the entry door. Real estate agents who violate the privacy of our residents by entering these areas will not be permitted to show again at Parque Towers.

Acknowledgement by Agent/Broker

I have read and understood these procedures and understand the importance of following them. Should I violate these procedures, I may lose the privilege of showing units at Parque Towers without the Unit Owner being personally present.

Name of Realtor:

Phone number:

Signature

Print Name

Company Name

Date

UNIT OWNER/RESIDENT INFORMATION

Unit No: _____

Official Unit Owner Name: _____

If you entered a corporate name above, please list the name of the person who will be responsible for the Unit:

Telephone:

(Home) _____

(Mobile) _____

(Work) _____

Mailing Address (If different from Unit address):

E-mail: _____

Full time Resident? (circle one): Yes No

Signature: _____ Date: _____

EMERGENCY CONTACT:

Name: _____ Relationship: _____

Phone: _____ Email: _____

SPECIAL NEEDS: Does any resident have restricted mobility or a medical condition requiring special attention in the event of an emergency? (Circle one) YES NO

If yes, please explain (e.g., wheelchair, oxygen, vision/hearing impaired):

Signature: _____ Date: _____

VEHICLE REGISTRATION FORM

Unit No.	Date
Resident/Occupant name	

VEHICLE 1

Make	Model
Year	Color
Tag Number	State
Space Assignment	

VEHICLE 2

Make	Model
Year	Color
Tag Number	State
Space Assignment	

VEHICLE 3

Make	Model
Year	Color
Tag Number	State

VEHICLE 4

Make	Model
Year	Color
Tag Number	State

Note: Vehicles must be parked in assigned spaces only. All unauthorized vehicles are subject to tow restrictions.

BICYCLE REGISTRATION

Unit No.	Date
Resident/Occupant name	

BICYCLE 1

Make	Model/Color
Year	Permit Number

BICYCLE 2

Make	Model/Color
Year	Permit Number

**PLEASE ATTACH PHOTO OF
BICYCLE HERE**

I/we am/are aware of Association rules, regulations and restrictions regarding bicycles on the property and agree to abide by them. I hereby release and agree to indemnify Parque Towers Condominium Association, its employees and/ or agents, jointly and severally, from any loss or liability related to, or arising out of, the acceptance of this bicycle.

Bicycles must be individually locked at all times when stored by their owner/operator and may not be stored on balconies or transported through the lobby.

Bicycle Storage permit _____ Released by _____

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PET REGISTRATION FORM

Name: _____

Unit #: _____ Phone Number: _____

Type of Pet (please circle one): Dog Cat Bird Other

Pet's Name: _____

Pet's Date of Birth: _____

Pet's Weight: _____

Pet's License/Tag Number: _____

Pet Description: (breed, sex, color) _____

**PLEASE ATTACH PHOTO OF
PET HERE**

Pets may only be walked in paths and areas designated for such purposes. No pet may pass through the Lobby unless it is held in its owner's arms. Pets that cannot be carried in their owner's arms shall enter and exit the Condominium through a rear, side or service entrance of the building. The aggregate number of gallons of water for any aquarium(s) within a Unit shall not exceed 125 gallons.

I am aware of the Parque Towers Condominium Association rules, regulations, and restrictions regarding pets on the property and agree to abide by them.

Signature: _____ Date: _____



UNIT ACCESS AUTHORIZATION FORM

This form must be submitted to the Management Office in order for access to be granted to a permanent or long-term visitor. Any changes to existing access permission forms must be submitted to the Management Office.

I, _____, the undersigned, do hereby certify that I am the Unit Owner/Resident of record of Unit _____ in Parque Towers Condominium Association and I hereby authorize the following individual(s) to access the property & my Unit.

Name	Relationship	Expiration Date	Package Pick-up Authorization
_____			Y / N
_____			Y / N
_____			Y / N
_____			Y / N
_____			Y / N
_____			Y / N
_____			Y / N

The Association shall assume that this authorization is full force and effect until it receives a written notice of such termination.

I understand that by signing this form, I am granting the person(s) listed above access to my Unit without the need for telephone authorization upon their arrival at the property. I acknowledge and accept full responsibility for providing my guest(s) and/or service contractor(s) with a key for entry to my Unit as necessary. Pursuant to the Declaration of Condominium for Parque Towers Condominium Association, I shall be responsible for the expense of any maintenance, repairs or replacements rendered necessary by the actions, negligence, or carelessness of any and all of the foregoing persons and their companions. In connection therewith, I do hereby irrevocably and unconditionally agree to indemnify and hold harmless Parque Towers Condominium Association, Inc and Parque Towers Developers, LLC., their respective affiliates, owners, partners, successors, assignees, agents, directors, officers, and employees, from any and all claims, liability, damages, and expenses arising from or related to the presence of any of the foregoing persons on the property.

Unit Owner/Resident Signature

Date



PARQUE TOWERS CONDOMINIUM
UNIT ACCESS AUTHORIZATION – Employee, GUESTS & CONTRACTORS

I, _____, hereby authorize the following person(s) to enter Unit No: _____
Effective _____ (date). This authorization is valid until: _____ (date).
(PLEASE PRINT NAME AND/OR COMPANY CLEARLY)

NAME/COMPANY

DESCRIPTION (Employee/Friend/Family/Contractor)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

INSTRUCTIONS:

Owners or authorized tenants may access the property at will using access cards at designated entry points. The residents must authorize all other visitors to the property. You may authorize entry at any time over the telephone while in residence. **If you wish to authorize access to your unit during an absence from the property, use this form to designate such authorization.** Once the management office has this authorization, access will be given to the above listed parties until further notice. **Residents must make all arrangements for unit accesses with their guests (i.e. provide keys).**

Contractors or service personnel are not allowed to use Access Cards; residents are responsible to provide them **ONLY** with **UNIT KEYS**.

The undersigned acknowledges and agrees to fully indemnify and hold harmless Parque Towers Developers LLC, Parque Towers Association and FirstService Residential and all officers, directors, members, employees and agents (including, without limitation, your management and security companies and their officers, directors and employees) for and from any claims, damages, all misconduct or gross negligence of the person(s) named above, whether in the Unit, the Common Elements of the Condominium or otherwise (such agreement to include all attorney fees and court costs regardless of whether suit is brought or any appeal is taken from there).

OWNER'S SIGNATURE

() _____ - _____
TELEPHONE NUMBER



MOVE-IN/MOVE-OUT & DELIVERY ELEVATOR RESERVATION FORM

Unit No.	Date
Primary Resident/Occupant Name	Circle one: Owner / Lessee
Home Phone	Email

Circle One: Move-In Move-Out Delivery	Date of Move-in or Move-Out:
Deposit Received: Yes No	Check #:
Time Slot (Circle one): 9am – 1pm or 1pm – 5pm	
Moving/Delivery Description (Specify)	
Moving/ Delivery Company Name	
Contact Person / Phone / Email	
Certificate of Insurance on File	

IMPORTANT INFORMATION, PLEASE READ THOROUGHLY

- Notice for move-ins and move-outs must be given at least seven (7) day's prior in order to schedule a reservation for the service elevator. All other small deliveries not requiring more than 1 elevator trip must be scheduled at least 24 hours in advance. Reservations are made on a first-come, first-serve basis.
- **Only one (1) Unit will be permitted to reserve the service elevator for a block of time up to four (4) hours (either 9:00am-1:00pm or 1:00pm-5:00pm) with a maximum of two (2) Units allowed to perform a move per day.** Moves must be 100% completed and their corresponding delivery vehicle(s) removed from the premises no later than 1:00pm or 5:00pm, respectively. Elevator protective panels must be installed prior to moving. Deliveries, including move-ins, are only permitted Monday through Friday between the hours of 9:00am to 5:00pm. **Weekend deliveries and/or moves are not permitted.**
- Moving companies must provide proof of general liability insurance with a minimum coverage limit of at least \$1,000,000.00 and name Parque Towers Condominium Association, Inc. and Parque Towers Developers, LLC. as an additional insured with waiver of subrogation, comprehensive auto liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00), and worker's

compensation insurance with a minimum coverage amount of Five Hundred Thousand Dollars (\$500,000.00). A copy of applicable licenses and required permits will also be required.

- All pallets, boxes, and packing materials (bubble wrap, foam, shrink wrap, etc.) must be removed by delivery personnel.
- A refundable Security Deposit of **Seven Hundred Fifty Dollars (\$750.00)** in the form of a check or money order must be submitted to the Management Office and will be used towards any damages that may be incurred on behalf of the residents or their movers. If any damage occurs, the Association, its management or agents, in their sole discretion, will determine if any deduction from the \$750.00 deposit is required or if it is required to withhold the \$750.00 deposit as payment for repairs and charge the Unit Owner's assessment account for any damage requiring repair in excess of the \$750.00 deposit. Otherwise, the deposit will be refunded within five (5) days once the move-in process is complete and the Association has determined that there were no damages sustained to the condominium.
- Moving vehicles are permitted to park in designated areas only and **must not** park anywhere on the main entrance driveway, block the garage entrances or exits, or obstruct any parking areas.
- Any assembly work must be performed inside the apartment or off the premises. The common areas are not available as a work area for delivery persons.
- Boxes can be disposed of by being broken down and brought to the trash room on the ground level or the exterior dumpster, if provided. No disposal of any packing materials is permitted on your floor or down the trash chute. Please call the Front Desk if you need directions or assistance with the disposal of boxes and packing materials.
- Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries. Please contact the Management Office if you require additional assistance.

Service Elevator Specifications

Dimensions:	Door	Cab Interior
Height	84"	118 ½"
Depth		81"
Width	42"	65 ½"
Weight Capacity		3,500 lbs

Moving truck size limitations are:

Length of Truck	35'
Width of Truck	8'

Limitations apply to ALL trucks regardless of company.



ACKNOWLEDGEMENT

I agree and acknowledge that I have thoroughly read and fully understand the "Move In/Move Out Policy Agreement," the Parque Towers Rules and Regulations and the Receiving Area it entails. I also understand that all work performed or delivered to improve and/or furnish my condominium unit by the above party is to be performed on my behalf, by such party as my agent. I assume full responsibility for damages caused by such agent, whether to any person or property and hereby agree to indemnify and hold harmless the Parque Towers Condominium Association, Inc. (the "Association") for any damages claimed by any party.

Print	
Signature	Date

_____Management Representative Signature

Parcel Receipt Authorization

TO: PARQUE TOWERS CONDOMINIUM ASSOCIATION, INC.

FROM: _____

UNIT #: _____

THE UNDERSIGNED, the resident(s) of Unit listed above (the "Unit") of **Parque Towers Condominium Association, Inc.** hereby authorizes the personnel employed by **Parque Towers Condominium Association, Inc.** (the "Association") to accept, receive and sign for any parcels, deliveries, or mail addressed to the Unit, without imposing any liability thereon for the condition or substance of any such parcels so received.

Understanding that this Authorization is solely for the benefit of the undersigned, we hereby release the Association, its employees and agents, from any liability arising from this Authorization, including, without limitation, liability arising from the misplacement of parcels, and/or the negligence of the Association, its employees or agents in such regard.

1. Packages will only be accepted from the approved Commercial Courier Services listed: UPS, US-PS, FEDEX, and DHL. In the event that a resident is expecting a package from another service Management must be notified prior to its arrival.
2. The Front Desk will only accept packages that are within the following specification: dimensions: **4ft. X 32" X 24"** and **maximum weight of 35lbs.**
3. Packages will only be accepted for authorized residents and guests. If the addressee is not listed in the unit, the package will be turned away.
4. Residents will be required to be present to accept larger or heavier packages that can fit on the valet cart directly from the couriers. If the residents are not available to receive their packages the couriers will be turned away.
5. Residents will be required to provide a Photo ID when collecting packages.
6. Packages will only be released to the addressee. If someone else is picking up the package, management must be notified in writing prior.
7. Packages will be stored for a **maximum of 3 days**. If they are not picked up by the resident after that time period, they will be returned to the sender.
8. All other receipts from vendors are considered "Deliveries" and in accordance with the Associations delivery policy require a minimum 24-hour notice (depending on availability) and reservation of the elevator, delivery security deposit and Certificate of Insurance from the delivery company naming **Parque Towers Condominium Association, Inc. and Parque Towers Developers, LLC.** as the second insured as specified on sample COI.

EXECUTED THIS _____ day of _____, 20____

By: _____

(On behalf of all residents of above unit)

Print Name: _____

NO PARCEL MAY BE LEFT AT THE FRONT DESK OVER 3 DAYS



PACKAGE DELIVERY TO UNIT INDEMNIFICATION AND RELEASE FORM

Please return this form to:

Management Office

Email: assistantmanager@parquetowerscondo.net

WHEREAS, the undersigned _____ Unit Owner(s) or Tenant(s) in Unit No. _____ of PARQUE TOWERS CONDOMINIUM ASSOCIATION located at 300-330 Sunny Isles Blvd. Sunny Isles Beach, FL 33160 (street address) is/are desirous of having PARQUE TOWERS CONDOMINIUM ASSOCIATION (the "Association") and/or The FirstService Residential Florida, Inc. f/k/a The Continental Group, Inc. ("FirstService") its authorized agent, perform the following service on my/our behalf and not on behalf of the Association: (Circle if appropriate)

- 1. Accept UPS, Federal Express or similar deliveries at front desk.**
- 2. Allow my/our package(s) that is/are accepted at the front desk and/or by the Association and/or by FirstService to be delivered to my/our unit upon my/our request provided someone is available at my/our unit to accept the package(s).**

WHEREAS, to protect the Association, FirstService, their officers, directors, partners, parent company, members, agents and employees (hereinafter the "Association Parties") from any claims, damages, demands, suits, judgments, actions, causes of actions, debts, sums of money, accounts, claims and demands arising out of, or related to, the services performed hereunder on behalf of the undersigned unit Owner(s) or Tenant(s), I/we agree to indemnify and hold harmless the Association Parties from any such actions, demands, suits, etc., and WHEREAS, the Association and FirstService are not willing to provide the above referenced services to the undersigned unit Owner(s)/Tenant(s) without the benefit of this Indemnification and Release Form.

NOW THEREFORE, for Ten (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Association Parties and the undersigned, it is hereby agreed that the undersigned Unit Owner(s) or Tenant(s) hereby agrees/agree to hold harmless and indemnify the Association Parties from any claims, demands, suits, etc., including, but not limited to reasonable attorney's fees and costs whether pre-litigation, or at the trial or appellate levels, if applicable, against it or them by any party, resulting from or related to the performance or the above services for the undersigned and the undersigned hereby releases said Association Parties and will not assert any claims against such Association Parties for services performed hereunder. This indemnification and hold harmless shall apply even in those situations where the claims may result directly or indirectly, in whole or in part from the negligence of the Association Parties. The Association and/or FirstService shall have the right to limit or condition performance of the above-referenced services as either of said parties may reasonably determine from time to time in the exercise of its sole discretion.

Witnesses:

BUYER

Date: _____



PARQUE TOWERS CONDOMINIUM RELEASE, INDEMNIFICATION & HOLD HARMLESS AGREEMENT

Please return this form to:

Management Office

Email: generalmanager@parquetowerscondo.net

Fax: 786.579.2015

This Release, Indemnification and Hold Harmless Agreement ("Release") is executed this ____ day of _____, 20__ by the undersigned Owner(s) or Lessee(s) of unit _____ located in _____ (the "Unit").

WHEREAS, the undersigned specifically acknowledge that all FirstService Residential associates who are assigned to Parque Towers Condominium Association, Inc. payroll during work is performed ("Association") employees, and/or employees of the Association's management agent, FirstService Residential Florida, Inc. f/k/a The Continental Group, Inc., its affiliated or subsidiary companies (hereinafter "FIRSTSERVICE") (which employees are hereinafter collectively referred to as "Personnel") are generally not permitted to perform any maintenance, janitorial or other work within individual Units or limited common elements appurtenant thereto, or other personal work on behalf of individual owners or residents; and

WHEREAS, notwithstanding the foregoing, the Association and FirstService will permit the undersigned to privately engage such Personnel either directly or through a third-party contractor to perform maintenance, janitorial or other work within the undersigned's Unit, limited common elements appurtenant thereto, or other personal work on behalf of individual owners or residents (the "Work"), subject to the terms and conditions set forth hereinafter. The Work to be performed by such Personnel shall be limited solely to routine maintenance, janitorial or similar services and shall not include any electrical or plumbing work or any work which must be performed by licensed contractors or which requires the issuance of a permit, unless a licensed and insured third party contractor is performing the work.

WHEREAS, the undersigned acknowledge that the Association and FirstService are not willing to permit the Personnel to perform the Work without the benefit of this Release and that the Association's and FirstService's permission is provided as a courtesy and an accommodation to the undersigned as the Work is not part of the responsibilities or duties of the Association or FirstService.

NOW, THEREFORE, In consideration for being permitted the benefit of allowing the Personnel to perform Work within the undersigned's Unit and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned specifically agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The undersigned agree that any Work furnished by the Personnel will be performed by such Personnel as employees, contractors and/or agents of the undersigned at the undersigned's sole cost and expense and further acknowledge that the performance of the Work by the Personnel shall be deemed outside the scope of such Personnel's employment and duties for the Association and/or FirstService.
3. The undersigned acknowledge that the Work performed by such Personnel shall be at the undersigned's sole risk. The Association and FirstService shall have no responsibility or liability for the Work performed by such Personnel and further acknowledge that neither the Association or FirstService has made any representations regarding the Personnel's ability or qualifications to perform the Work.
4. The undersigned agree not to assert any claims and hereby release, indemnify and hold harmless the Association, FirstService, Parque Towers Developers, LLC, a Florida limited liability company, 4D Construction, LLC, a Florida limited liability company and their directors, officers, members, owner(s), representatives, agents and employees (the "Indemnified Parties") from and against all claims, damages, losses and expenses, including attorney's fees, at both the trial and appellate level, arising out of or resulting from the Personnel's entry into the Unit and/or the performance of the Work. This indemnification shall extend to all claims and damages, including, consequential damages, losses and expenses attributable to bodily injury, death and to damages, theft or injury to and destruction of real or personal property, including loss of use, arising out of or resulting from the performance of the Work by the Personnel and/or entry into the undersigned's Unit. This indemnification shall also include any claims by Personnel for overtime wages, workers compensation or other employment issues. This Release and the indemnification provided herein shall extend even to those situations where the claims for damages to persons or property may be caused in whole or in part by any negligent act or omission of the Indemnified Parties.
5. The Association shall have the right to eliminate, limit or condition performance of the Work as the Board of Directors may reasonably determine from time to time in the exercise of its sole discretion. Further, FirstService may have the same right, as it may reasonably determine.
6. All FirstService Residential associates who are assigned to Parque Towers Condominium Association, Inc. payroll during work is performed has joined in the execution of this Agreement so as to evidence his/her acknowledgement that the Work performed as described herein shall not be deemed to be required by FirstService and shall not form the basis for any claim by all FirstService Residential associates who are assigned to Parque Towers Condominium Association, Inc. payroll during work is performed against FirstService. Furthermore, all FirstService Residential associates who are assigned to Parque Towers Condominium Association, Inc. payroll during work is performed, by joining in the execution of this agreement, agrees to not assert any claims and hereby releases, indemnifies and holds harmless the Association, FirstService and their directors, officers, members, owner(s), agents and employees (the "Indemnified Parties") from and against all claims, damages, losses and expenses, including attorney's fees, at both the trial and appellate level, arising out of or resulting from the Personnel's entry into the Unit and/or the performance of the Work. This indemnification shall extend to all claims and damages, including, consequential damages, losses and expenses attributable to bodily injury, death and to damages, theft or



injury to and destruction of real or personal property, including loss of use, arising out of or resulting from the performance of the Work by the Personnel and/or entry into the undersigned's Unit. This indemnification shall also include any claims by Personnel for overtime wages, workers compensation or other employment issues. This Release and the indemnification provided herein shall extend even to those situations where the claims for damages to persons or property may be caused in whole or in part by any negligent act or omission of the Indemnified Parties.

7. The partial or complete invalidity of any one or more of the provisions of this Release shall not affect the validity or continuing force and effect of any other provision.
8. The undersigned acknowledge and agree that all provision of this Release shall be binding on the undersigned as well as the undersigned's heirs, legal representatives and assigns.
9. The undersigned have read this Release and understand all of its terms and execute it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, the undersigned have executed this Release the day and year set forth above.

Witnesses

Witness

Owners/Lessees

FirstService Employee

SPA AND FITNESS WAIVER & RELEASE OF LIABILITY AND ASSUMPTION OF RISK ACKNOWLEDGEMENT

By this instrument, I _____, hereinafter referred to as "First Party", hereby release Parque Towers Condominium Association, Inc. (hereinafter "Association"), its management agent, and their directors, officers, members, agents and employees, hereinafter referred to as "Second Party", with regard to the use of the Spa and Fitness Center located in the Association's Property, hereinafter referred to as the "Facilities". First Party recognizes and acknowledges that utilizing the Facilities is voluntary. In consideration for the benefit of participation, First Party represents that:

1. First Party is an individual(s) who is 18 years of age or older.
2. First Party is submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of their own free will.
3. First Party understands and expressly assumes all the dangers incident to utilizing the Facilities and hereby release all claims, including, but not limited to, personal injury, property damage or destruction, and death, whether caused by negligence, breach of contract or otherwise, and whether for bodily injury, property damage or loss or otherwise, which First Party may ever have against the Second Party, its management agent, and their directors, officers, members, agents and employees (the indemnified Parties"), and any other person or entity participating in or associated with the use of the Facilities, as well as any supplier of materials and equipment employed in connection with the Facilities. First Party agrees not to assert any claims and hereby releases, indemnifies and holds harmless the Indemnified Parties from and against all claims, damages, losses and expenses, including attorneys' fees, at both the trial and appellate level, arising out of or resulting from the use of the Facilities. This indemnification shall extend to all claims and damages, including, consequential damages, losses and expenses attributable to bodily injury, death and to damages, theft or injury to and destruction of real or personal property, including loss of use, arising out of or resulting from the use of the Facilities. This Release and the indemnification provided herein shall extend even to those situations where the claims for damages to persons or property may be caused in whole or in part by any negligent act or omission of the Indemnified Parties.
4. First Party agrees to assume all financial responsibility for any medical, rescue or other expenses that it may incur or may be incurred on its behalf, and agrees to defend, hold harmless and indemnify the Second Party, any of its officers, directors, employees, agents, volunteers, successors and assigns for any loss or damage, including any and all attorneys' fees, that may be incurred by Second Party or anyone else on its behalf pursuant to an action or claim that is waived or barred by this release or waiver or any other claim arising out of an activity to which this release relates;
5. This waiver, release and assumption of liability shall be binding upon First Party's successors, heirs, executors, and administrators.
6. First Party agrees to follow all Rules and Regulations regarding the use of the Facilities, and this waiver is revocable at any time by the Second Party in its sole discretion. I represent that I have received a full and complete current copy of such rules and regulations.
7. Minors over the age of sixteen (16) may use the Facilities without the presence of a Parent or Guardian so long as the bottom portion of this Waiver is executed by both the minor and their legal guardian.
8. The undersigned represents and warrants to the Facilities that the undersigned does not have any physical or medical impairment which would prevent the undersigned from safely using the Facilities and equipment in accordance with all medical advice which the undersigned has received in such



regard. IT IS RECOMMENDED THAT PERSONS CONSULT WITH THEIR DOCTORS BEFORE STARTING ANY EXERCISE PROGRAM.

9. In no event will the Association be liable for any loss or theft of any of my valuables or personal property.
10. I agree that I am fully responsible for all actions and omissions I may commit while at the Facilities and agree to be fully responsible for any guests I bring onto the Association Property or Facilities.
11. This Agreement applies to any contest, games, function, competition, tournament or other activity operated, organized, arranged or sponsored by the Association.
12. This agreement shall be deemed to be made, entered and accepted in Broward County, Florida, and shall be governed by the laws of the State of Florida. I hereby waive all rights to trial by jury and any suit for, by or against the Association and Second Party, under this Agreement, or the use or operation of the Facilities.
13. If any provision of this Agreement or its application thereof shall, to any extent be held to be invalid or unenforceable by any court of competent jurisdiction, such portions shall be servable, and the remainder of this agreement shall remain in full force and effect.
14. Residents and guests must register with the Front Desk and sign injury waivers prior to using any of the Facilities or equipment.
15. Personal trainers may use the equipment and facilities only for instructional purposes of Association residents and must comply with all Association regulations in order to utilize the Facilities.
16. No radios, tape or CD players are permitted without the use of personal earphones.

I represent that I have read this entire agreement and I understand, accept and agree to the same.

Tower & Unit Number: _____

Resident Signature: _____ Resident Signature: _____

Print Name: _____ Print Name: _____

Birthdate: _____ Birthdate: _____

Date: _____ Date: _____

Execution by Minors and Parent/Legal Guardian

By this instrument, I, _____, as the parent or guardian of _____, hereby acknowledge the above conditions of use, execute this release with, and on behalf of the minor listed above.

IN WITNESS WHEREOF, the undersigned have executed this Release the day and year set forth above.

Witnesses

Parent or Guardian's Signature

Print Name

Rules & Regulations of Parque Towers Condominium Association Inc.

1. RULES AND REGULATIONS:

1.1 Violations should be reported to the Board of Directors or to the officers of the Association or to any designees thereof.

1.2 Violations will be called to the attention of the violating Owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.

1.3 Disagreements concerning violations will be presented to and be judged by the Board of Directors or the appropriate committee, if any, who will take appropriate action.

1.4 Unit owners are responsible for compliance by their guests, family members, employees, agents, visitors, licensees and lessees with these Rules and Regulations.

2. **FACILITIES:** The walk-ways, common parking facilities, open spaces, recreational facilities, sidewalks, driveways, and other Common Elements of Parque Towers East at St. Tropez, A Condominium shall be maintained and administered by the Association for the use and benefit of the owners of the Condominium units in Parque Towers East at St. Tropez, A Condominium.

3. **OBSTRUCTIONS:** Sidewalks, entrances, driveways, passages, patios courts elevators, vestibules, stairways, corridors, walkways and all Common Elements shall be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors in walkways or corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of a Unit, except such as shall have been approved in writing by the Association. Nothing shall be projected out of any window in the Condominium without similar approval by the Association. No radio or television aerial or antenna shall be attached to or hung from the exterior of the Condominium or the roof thereof, without the consent of the Board of Directors.

4. **CHILDREN:** Children shall not play in the corridors, driveways, lounge or stairways or interfere with the operation of the elevator. Reasonable supervision must be exercised when children are playing on the grounds.

5. **DESTRUCTION OF PROPERTY:** Neither Unit Owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the buildings or Common Elements. Unit Owners shall be financially responsible for any such damage.

6. **EXTERIOR APPEARANCE:** The exterior of the Condominium and all other areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective material, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. All shutters must be uniform in appearance. Installation of Satellite Dishes by Residential Unit Owners is not permitted, except to the extent required by applicable law, The Association must approve any and all satellite dish installations prior to their installations. No items may be permanently affixed to the outside walls, balcony, railing, terrace floor or ceiling and no exterior wall penetrations are permitted when running cables.

7. **CLEANLINESS:** All garbage and refuse in the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. No garbage cans, household supplies, bottles, or other articles shall be placed or stored on balconies, terraces, and patios or on any part of the Common Elements except for designated trash collection areas. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind or other articles, shall be shaken or hung from any unit windows, doors, balconies, terraces, patios or other portions of the Condominium Property. No Unit Owner shall permit anything to fall from a window, door, or balcony floor onto the Property, nor sweep or throw anything including dirt, water, or other substance onto any other unit balconies, terraces and patios or onto the Common Elements. All refuse must be deposited and placed in areas designated for refuse disposal.

Food and beverages may not be consumed outside of a Unit except on the balconies, terraces or patios, which are Limited Common Elements of such Unit.

8. **BALCONIES, LANAIS AND ROOFTOP TERRACES:** No hot tubs or other bathing apparatus may be kept on balconies, lanais or rooftop terraces (collectively referred to in this Rule as "Balconies"), other than those provided by the Developer on Penthouse rooftop terraces. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of Balconies or upon any roof areas. No objects shall be hung from Balconies, patios or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors, Balconies, walkways or terraces. Unit Owners shall remove all loose objects or movable objects from the Balconies, walkways and terraces during the hurricane season. Unit Owners shall not throw cigars, cigarettes or any other object from Balconies, walkways or terraces. To the extent prohibited by municipal laws or regulations, no cooking shall be permitted on any Balcony, walkway, terrace or roof area of a Unit or the Condominium, Unit Owners shall not allow anything to be thrown or to fall from windows, doors, Balconies, walkways or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, Balconies or terraces of individual Units. No Balconies may be enclosed or screened.

Unit Owners are responsible for maintaining the waterproofing and finishing (at Unit Owner's cost) on their Unit's Balconies and roof terrace, if any. No open flame or charcoal grilling shall be permitted on any Balcony, however, this restriction shall not affect the Penthouse roof terraces, if permitted by law.

9. **EMERGENCY ENTRY:** In case of any emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or any management firm, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.

10. **BICYCLES:** Bicycles must be placed or stored in the designated areas, if any.

11. **ATTIRE:** Unit owners, their lessees, their families and guests shall not appear in or use the Common Areas except in appropriate attire. No bare feet are allowed in the lobby, elevators, stairways, or parking areas.

12. **PLUMBING:** Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.

13. **TRASH CHUTE:** All refuse, waste, bottles, cans, etc. placed in the trash chute located in the common residential hallway on each floor, shall be securely wrapped in plastic garbage bags and sent down the trash chute in a container not exceeding the diameter of the chute. Use of trash chutes shall comply with all posted instructions and may be used only between 8:00 A.M. and 10:00 P.M. Heavy items intended for disposal shall be placed in the trash room and not thrown down the trash chute. To prevent blockage of the trash chute system, under no circumstance may loose items, boxes, or any construction type materials be placed down the trash chute. No construction materials, boxes, paint cans, and the like shall be placed in any trash chute. Construction debris must be hauled away by the contractor and appropriately disposed. Unit Owners shall not place any trash or debris on any portion of the emergency staircases or outside a Unit's door. The Association may fine Residents in violation of these regulations and cause Residents to pay the cost of unblocking the trash chute system, or both.

14. **EMPLOYEES:** Neither employees of the Association nor employees of any management firm shall be sent off the Condominium Property by any Unit except in the Unit Owner's capacity as an officer or director of the Association, Except where authorized by the Association or Board of Directors, no unit owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association and/or any management firm. Employees of the Association shall not be sent out by Unit Owners for personal errands, and shall not perform work for Unit Owners in the Units

or perform personal services during their working hours, except for work or services authorized by the Board of directors of the Association, or its agents. In the event that any Association employee does perform such personal services for a unit Owner (regardless of when they are performed, such performance shall be deemed outside of the scope of their employment by the Association and the Association shall not be responsible in any manner for such employees (including, without limitation, their tortious acts, injuries and remuneration).

14.1 Maintenance personnel shall not perform maintenance services, interior work and improvements or repairs in Residential Units. Janitorial personnel shall not perform cleaning services in Residential Units.

15. **COMMERCIAL PROHIBITION:** No residential Condominium Unit may be occupied or used for any commercial or business purpose, however, offices as an ancillary use shall be permitted to the extent allowed by applicable zoning regulations.

16. **COMMON FACILITIES:** Unit Owners shall cooperate with the Association or any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.

17. **HURRICANE PREPARATIONS:** Unit Owners and lessees who plan to be absent from their Unit during the hurricane season must prepare their Unit prior to departure by:

17.1 Removing all furniture and plants from the Unit's patio or balcony.

17.2 Designating a responsible firm or individual to care for their Unit during their absence in the event that the Unit should suffer hurricane damage, and furnish the Association, any management firm or other designate with the name of such firm or individual. Such firm or individual shall be subject to approval by the Association. The designated firm or individual shall contact the Association, any management firm or other designate for permission to install or to remove hurricane shutters.

17.3 If a Unit Owner wishes to install hurricane shutters, Unit Owner shall seek approval from the Association for installation of hurricane shutters. At such time, the Association will provide the Unit Owner with hurricane shutter specifications.

18. **GUESTS:** Unit Owners and lessees shall notify the Association or any management firm, in advance by written notice, of the arrival and departure dates of guests who have permission to occupy the Unit in the absence of Unit Owners and lessees. Unit Owners and lessees should have such guests check in at the management office upon arrival in order that service can be extended to them in the way of telephone calls coming into the management office, incoming mail or any emergency which might arise.

19. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS:** Owners will maintain their Units at all times in compliance with all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Property.
20. **REPAIR WORK:** No repairs will be performed within a Unit by an owner, contractor, or subcontractor prior to 8:00 A.M. or subsequent to 6:00 P.M. No work will be performed on Sunday. The foregoing shall not apply to the Developer for so long as the Developer is holding units for sale in the ordinary course of business.
- 20.1 Residents are required to submit an authorization form to the Management Office in writing so that maintenance contractors, delivery persons, tradespersons and vendors can access their Units. All such persons must leave their driver's license at the front desk and receive a name tag before entering the building or property.
- 20.2 All contractors performing work in a Residential Unit shall be properly licensed and insured.
- 20.3 Copies of all permits and documents shall be submitted to the Management Office and the relevant credentials of the contractor shall be posted and visually available next to the entrance of the Residential Unit prior to the commencement of work.
- 20.4 Applications for construction permits, including but not limited to, flooring, electrical, mechanical, plumbing, fire safety and sprinklers, and structural modifications and improvements in Residential Units must be accompanied by a letter of approval signed by an Officer of the Association,
- 20.5 All parties involved in any work conducted within a Residential Unit shall adhere to the Designer/Contractor Regulations adopted by the Association from time to time.
- 20.6 The Association retains the right to adopt additional rules with regard to repair work.
21. **WINDOWS:** No Unit shall have aluminum foil placed in any window or glass door or any reflective or tinting substance placed on any glass, except such as may be approved by the Board for energy conservation purposes.
22. **PASS-KEY:** The Association may retain a pass-key to all Units. If a Unit Owner alters, replaces or changes the lock cylinder on the Unit's front door, the Unit Owner shall provide the Association with a copy of the new key(s) within twenty-four (24) hours. Unit Owners are responsible for the replacement of lost keys or security access control fobs or the purchase of additional keys. Each replacement fob costs \$50.00 and no more than three (3) fobs shall be assigned to each Unit.
23. **SIGNS AND FLAGS:** No sign, advertisement, flag, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property,

except in a place, style and manner approved by the Board. However, any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

24. **STORAGE:** The personal property of Unit Owners must be stored in their respective units or in assigned storage lockers or spaces, if any. Unit owners are responsible to see that nothing is placed in the storage areas which would create a fire hazard. Nothing will be done or kept in a Unit which will either increase the Association's cost of insurance or result in the insurance being cancelled.
25. **STRUCTURAL MODIFICATIONS:** No Unit Owner will permit any structural modification or alteration to be made within a residential Condominium Unit without first obtaining the written consent of the Association, which consent may be withheld in the event a majority of the Directors determine, in their sole discretion, that such structural modification or alteration would affect or in any manner endanger the Condominium Property. If the modification or alteration desired by the Unit Owner involves the removal of any permanent interior partition, the Association will have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition and so long as the removal thereof would in no manner affect or interfere with the providing of utility services constituting Common Elements.
26. **FIRE DOORS:** Unit owners shall not use fire doors for ingress and egress except during an emergency.
27. **LIMIT ON OCCUPANTS:** No Unit may be occupied on a permanent basis by more persons than 2 per bedroom.
28. **COMPLIANCE:** Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration and By-Laws of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or By-Laws, provided the Owner or occupant is afforded an opportunity for a hearing before a Unit Owners' committee established by the Board of Directors, and the following procedures are adhered to:
 - 28.1 Notice: The Association shall at least fourteen (14) days prior to the hearing, notify the Owner or occupant of the time and place of the next Unit Owners' committee hearing and a statement of the provisions of the Declaration, By-Laws, or rules that have been allegedly violated.

- 28.2 Hearing: The party against whom the file may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. A written decision of the committee shall be submitted to the Owner occupant not later than twenty-one (21) days after the meeting.
- 28.3 Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount of \$100.00 (or such greater amount as may be permitted by law from time to time). Notwithstanding the foregoing, if the committee of Unit Owners described above does not agree with the fine, the fine may not be levied.
- 28.4 Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. No fines shall exceed One Hundred (\$100.00) Dollars per violation, or One thousand (\$1,000.00) Dollars in the aggregate (or such greater amount as may be permitted by law from time to time). In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- 28.5 Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- 28.6 Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- 28.7 Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner or occupant.
29. **DESIGNATED AREA FOR PETS:** All pets may only be walked in designated paths and areas for such purposes. No pet may pass through the Lobby unless it is held in the accompanying person's arms. If so designated, all pets shall instead enter and exit the Condominium building through the service or other separate entrance designated by the Association for this purpose. Pets shall never be allowed to run freely upon any of the Condominium Property except within a Unit, and when outside of a Unit shall be leashed and in the company of an individual willing and able to fully control it.

- 30. LEASES:** If a Residential Unit Owner leases its Residential Unit, the Residential Unit shall be leased in its entirety. The Unit Owner shall provide no less than seven (7) days' notice of the leasing of the Residential Unit, including a copy of the applicable lease agreement. The Unit Owner shall be jointly and severally liable with the tenant to the Association for any amount that is required to repair any damage to the Common Elements resulting from acts or omissions of the Tenant. All tenants shall abide by the covenants, terms, conditions, and restrictions of the Declaration of Condominium, Bylaws and these Rules and Regulations, each tenant shall give the Association a security deposit in an amount not to exceed one month's rental amount. When a Residential Unit is leased, the tenant shall have all of the use rights of the amenities and Common Elements of the Association Property, except for the social room. Each tenant shall schedule an orientation with the management of the Condominium. The Unit Owner shall have no such rights except as a guest. Subleasing of Residential Units shall be prohibited.
- 31. NOISE RESTRICTIONS:** No annoying, disturbing and/or loud noises are permitted in a residence or on the Common Elements by Unit Owners or the Unit Owner's family, employees, agents, visitors or guests, nor any conduct permitted by such persons or pets that will interfere with the rights, comforts or conveniences of other residents. No Unit Owner shall play any musical instrument, nor operate a stereo sound system, radio, television or sound amplifier in a Unit in such a manner as to disturb or annoy other residents.
- 32. SOLICITATION & LITERATURE:** Unit Owners shall not distribute letters, literature or solicitations of any kind on the premises, including but not limited to hanging items or passing items under the doors of other Units, without the prior written consent of the management office.

INSURANCE:

- 32.1** Commercial Unit Owners shall at all times maintain Commercial General Liability Insurance naming the Association as an additional insured, covering claims arising from personal injury, death and property damage with a combined single limit liability amount of not less than One Million Dollars (\$1,000,000.00) for each accident or occurrence per person or arising out of the maintenance, use or occupancy of a Commercial Unit, and shall provide the Association with a Certificate of Insurance evidencing such coverage.
- 32.2** Any Commercial Unit Owners engaging in business within a Commercial Unit, and all tenants and sub-tenants of a Commercial Unit Owner shall carry Workers' Compensation and Employers' Liability Insurance covering all employees of the tenant, as required by the

laws of the State of Florida, and shall provide the Association with a Certificate of Insurance evidencing such coverage.

32.3 All Commercial Unit Owners, their tenants or sub-tenants shall carry Plate Glass Insurance coverage in a commercially reasonable amount, and shall provide the Association with a Certificate of Insurance evidencing such coverage.

32.4 Commercial Unit Owners and their tenants or sub-tenants shall provide the Association with a certificate of liability and Workers' Compensation and Employer's Liability Insurance coverage for each and every contractor or vendor performing construction or maintenance operations within a Commercial Unit. The certificate shall indicate a combined single limit liability amount of not less than One Million Dollars (\$1,000,000.00) for bodily injury, property damage and statutory workers' compensation and shall name the Association as a certificate holder.

32.5 Commercial Unit Owners and their tenants or sub-tenants shall provide the Association with a Certificate of Insurance evidencing all Risk and Property coverage for any and all additions, alterations and improvements to the Commercial Unit prior to making any additional alterations or improvements to a Commercial Unit.

32.6 All of the insurance requirements in this Section 32 shall be included in any lease or sublease for a Commercial Unit within the Condominium.

33. **PARKING:** The use of the parking facilities is subject to these Rules and Regulations, as amended from time to time, and violations will result in the denial of access to the parking facilities.

33.1 No vehicle will be permitted to be self-parked in the parking facilities which has not been registered with the Association, and no vehicle will be permitted to park in any space except the space it has been registered to.

33.2 Self-parking in assigned parking is reserved for the exclusive use of the owners and tenants of the Units to which parking spaces have been assigned. All guests and invitees of Unit Owners and their tenants must valet park.

33.3 Nothing other than permitted vehicles may be placed or stored in parking spaces.

33.4 No vehicle maintenance of any type may be performed in the parking facilities.

33.5 Assigned parking spaces must be kept clean and dry, and vehicles parked in them must be kept in good operating condition free of leaks.

33.6 The Condominium Association reserves the right to inspect any parking space and any vehicle within them at any time.



- 33.7 No parking space may be used or occupied for any purpose other than parking approved vehicles, including but not limited to cooking, sleeping and storage.
- 33.8 No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of the parking facilities.

UNIT OWNER (Signature)

UNIT OWNER (Print Name)

(Date)

Telephone Directory

Police, Fire, Rescue, Medical Emergencies	911
Parque Towers Management Office (Telephone).....	786-528-6729
Florida Power and Light (Electric)	305-442-8770
Hotwire (TV Cable & Internet)	1-855.225-9009
City of Sunny Isles City Hall	305-947-0606