

Bayside Terrace Association, Inc.
1670 Bay Road, Miami Beach
Rules & Regulations

We want to enjoy the privileges that condo living affords us and maintain a safe, clean environment. These Rules & Regulations must be practiced by all to ensure comfort, peace, & harmony that is our right and mutual obligation.

Leasing/sale of units:

1. All buyers and tenants must submit an application and required documents (application package is available through the management office) and be approved in writing or by email prior to moving into the Bayside Terrace.
2. All leases must be for a minimum of one year. The code for the City of Miami Beach zoning for this district prohibits any short-term rentals, such as Airbnb, and violations of this code will result in the City of Miami Beach issuing a substantial per event fine.
3. Subletting is not permitted. See short-term rental codes above.
4. Should the owner become more than 30 days delinquent for any Association fee, the Association has the right to collect rent directly from the tenant until the owner's account is paid in full.
5. When an existing tenant is moving from one unit to another, the tenant and landlord must contact the management office for approval before moving to the new unit.
6. Before the initial one-year lease is renewed or extended, verbal month to month extensions included, the tenant and landlord must contact the management office to be approved for the extension/renewal.

Moving in/out:

7. Monday-Friday 9am-5pm. No one is permitted to move furniture on weekends or on holidays.
8. Reservations for the elevator must be made at least 2 days in advance of the moving date with the management company. This also applies to furniture and appliance deliveries made after moving into the premises.
9. There is a \$50 elevator pad fee which must be paid prior to moving in or moving out.
10. Management office must be notified at the completion of your move so that common areas can be inspected; the owner will be responsible for any and all damages.
11. All move-in/move-out trash (boxes, packing materials, discarded furniture etc.) must be disposed of by the resident. It cannot be placed in the dumpster or recycling containers. Residents can hire a company such as 1-866-junk-be-gone or contact the management office for a trash hauler.

Occupancy

12. The maximum occupants permitted in one unit is 3 adults, or 2 adults and 2 children under the age of 16 years.
13. A guest staying longer than 30 days must submit a tenant application and complete the screening process.
14. Guests that will be staying in a unit without the presence of the owner or lessee must be registered at least five (5) calendar days prior to occupancy. Registration forms are available from the management company. Unit owners must provide a copy of the Rules & Regulations to the guests.

Locks/Keys/Building Security:

15. Make sure all doors and gates are closed securely after you enter or leave the building. Do not leave any doors propped open – especially when moving in. Do not let in anyone you do not know.
16. Medeco keys, which cannot be copied, for access to the lobby and pool are \$100 per key. Replacement of broken keys, with evidence of broken key, are \$25. Parking gate transmitters are \$50 each. Both are available at the management office
17. For intercom set-up, call the management company. After the initial set-up there is a \$25 to change.
16. Lock boxes are only permitted on the locked gate on the SE corner of the property. All lockboxes must be labeled with an agent or owner phone number or owner name. Any unlabeled lockboxes will be removed.

Common areas:

17. Laundry room hours of use start at 8am and all laundry must be finished and out of the laundry room by 11pm. It is your responsibility to empty lint from dryers after use and remove all laundry from washer and dryer when your clothes load has completed, not hours later. No shoes or pet bedding can be washed in the common laundry machines.
18. **NO SMOKING** is permitted in the common areas of the building, including but not limited to, the pool area, the lobby, the garage, elevator, stairwells, or walkways.
19. Signs may not be posted in common areas, on doors, or in windows including but not limited to "For Sale" and "For Rent."
20. Proper window treatments are required; sheets, towels, cardboard, etc. are not permitted. Window coverings viewed from the building exterior require board approval.
21. Alterations or additions to the exterior of the common areas are not permitted, including but not limited to: plant hangers, light fixtures (including balcony fixtures), satellite dishes, antennae, etc.
22. Damage or vandalism of furniture, fixtures, flooring, walls, or other elements in the common areas by owners/tenants/guests/contractors will be the responsibility of the unit owner to reimburse the Association for replacement and repairs.
23. Access to the roof is not permitted. The Association and the Management Company bear no responsibility for anyone violating this rule.
24. Discarding cigarette butts, discharging water, or other refuse off balconies or catwalks is not permitted.
25. Fire extinguishers are located in common areas in accordance with Fire Marshall regulations; they may not be moved or tampered with, except for their intended purpose.
26. Flammable, fire producing items like barbecues, lighter fluid, propane, butane, natural gas, kerosene, or gasoline are prohibited on balconies or on common elements as per Miami Beach Fire Department.
27. Hanging of laundry, rugs, bathing suits, beach towels, etc. out unit windows or over balcony railings is not permitted.
28. Feeding stray cats anywhere on the Bayside Terrace premises, including the parking lot, property sidewalks, and pool area, is not permitted.
29. We ask that all residents do their part to keep the common areas clean and tidy, do not put food trash in the lobby or laundry trash bins, and do not litter in any of the common areas
30. All exterior walkways, stairwells, and common areas must be kept clear of all obstacles and personal items, including but not limited to: bicycles (except on the bike rack in the parking lot), plants, shoes, trash, and lawn furniture. You may have a welcome mat that is in good condition.
31. Door numbers must be on the original door knocker or engraved on a stainless-steel oval 3" x 2". See management for specifications.

Waste & Recycling

32. All trash is to be bagged and put in the trash chute located on your respective floor. If garbage bag is too large to fit in the chute, it must be taken to the trash room (located on the ground floor, south side) and discarded inside the garbage dumpster. No item/s should be left in the garbage chute room on any floor. Anyone jamming the chute with oversized trash will be charged the cost of clearing the chute.
33. Please make sure that all garbage is sealed in a bag before disposing into dumpster as loose or open garbage attracts vermin, rats, and unwanted pests.
34. The trash is for regular day-to-day trash and not move-in and move-out trash. No dumping of furniture, electronics, small appliances.
35. All recycling goes in the co-mingled recycling bins located just outside of ground floor trash room. All boxes must be flattened. The following items can be recycled: • plastic, glass and aluminum containers • paper, newspaper, junk mail and flattened cardboard boxes

Noise

36. Any music or noise of any nature that creates a nuisance to another resident is not permitted at any time. For the purpose of this Rule, a nuisance is defined as any noise or sound that can be heard beyond the walls of a unit and interfere with other residents' quality of life.
37. Sound bounces around in the interior courtyard. Do not conduct loud conversations (in person or via phone) in the hallways early in the morning or late in the evening.
38. Loud parties/noise after 11pm are a violation of the code for residential buildings and could be reported to Code Compliance. Please be mindful and keep noise to a minimum between 11pm and 8am. For noise issues, call Code Compliance at 305-673-7555.

Pool Area:

39. Pool hours are from sunrise to sunset.
40. All children under the age of 12 must be accompanied by an adult over the age of 18 at all times.
41. There is no lifeguard on duty. Each resident is solely responsible for themselves and their family/guests.
42. No diving permitted.
43. All persons must shower before entering the pool.
44. Food and drink is not permitted while in the pool. Food and drink poolside must be in plastic containers. No glass is permitted.
45. Chairs, tables and lounges may not be removed from the pool area for any purpose.
46. Close umbrellas, return the pool furniture to its original position, and lock sliding the glass door to the card room when you leave the pool area.

Construction/Renovation Projects

47. Construction workers and contractors are permitted Monday-Friday from 8:30am-5pm. No construction work will be permitted on Saturdays, Sundays, or holidays unless emergency repairs are approved by the Board or Management.
48. Owners must complete the Bayside Terrace Construction Package documentation, deposit the required \$1,000 construction deposit with the association, and have a pre-construction meeting with management prior to commencing construction projects.
49. Installation of washers & dryers is not permitted in the apartments.

Parking Garage:

50. Parking is permitted only in the assigned, corresponding parking spot for each unit and within the confines of the interior edges of the parking stripes. Vehicles must not protrude into the driving areas of the parking garage as to obstruct traffic. Parking in another unit owner's spot without their express consent, even if it is believed to be empty, is not permitted and may result in towing.
51. Residents may occupy a parking spot other than the one assigned to their unit only with the written permission of the owner of said space and this written permission must be forwarded to the Board.
52. Residents of the building are not allowed to leave containers of any sort in the parking garage or in the vicinity of the bicycle rack.
53. No bicycles are to be chained to any of the perimeter fences of the building. Any bike locked on a fence will be removed.
54. A bike rack in the parking lot is available for your convenience and is used at your own risk, bikes have been stolen from the rack in the past. Your apartment number must be taped under the bicycle seat so we know to whom it belongs to. Bikes without an apartment number taped to the seat will be disposed of.
55. No car washing is permitted.
56. All motorized vehicles must be taken on or off the property through one of the motorized gates. No scooters or motorcycles can be taken in or out through the pedestrian gate.

Pet Regulations:

57. All pets must be registered with the management company. See management company for the required form and paperwork. Proof of vaccinations and Miami-Dade County dog tag are required.
58. All pet owners must pay a \$250 non-refundable pet fee.
59. All pets must be leashed in Common Elements of the building on a maximum six-foot leash. All pets must be under the control of their owner at all times; pets are not to be leashed to railings, stairways, or any structure in the common areas. Pets cannot be left unattended on balconies.
60. Maximum of 2 pets (cat/dog) per unit, with a combined weight, when fully grown, not to exceed 70LBS.
61. Owners must clean up after their pets. Pet waste cannot be disposed of in the lobby trash bin. Violators are subject to having their pet registration revoked.
62. Pets are not permitted in the pool area at any time.
63. Any pet that is determined to be a nuisance or a threat to other residents by the Board of Directors will have their pet registration revoked and the pet must be removed from the premises.
64. No visiting dogs.
65. Only owners are permitted to have dogs in the building. Any existing tenants that have dogs will be grandfathered in until that tenancy expires or the dog is no longer with the tenant.

Enforcement:

66. VIOLATIONS: Failure of a unit owners, lessees, families, guests, invitees, employees, persons for whom they are responsible, and persons over whom they exercise control and supervision to comply with these Rules and Regulations, any and all rules and regulations which from time-to-time may be adopted, and the provisions of the Declaration, By-Laws, and Articles of Incorporation of the Association, as amended from time-to-time, 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 a unit owner for such violations.
67. REPORTING: Violations should be reported, in writing, to the Board of Directors of the Association, or to the Management Company. Anonymity will be protected if requested.
68. NOTICE: The Association shall notify the unit owner or lessee of the infraction or infractions of the provisions of the Declaration, Association By-Laws, or Association Rules and Regulations that have allegedly been violated, as well as any fine that may be imposed. The notice may include a time frame in which the violation must be cured, if applicable.
69. PENALTIES: The Association may impose a fine against the applicable unit owner up to one hundred dollars (\$100.00) per day for each violation, with a single notice, provided no such fine shall in the aggregate exceed one thousand dollars (\$1,000.00).
70. PAYMENT OF PENALTIES: Fines shall be paid not later than thirty (30) days after the notice of the imposition of the fine(s).
71. APPLICATION OF PENALTIES: All monies received from the fines shall be allocated as directed by the Board of Directors.
72. NON-EXCLUSIVE REMEDY: These fines shall not be construed to be exclusive remedies 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 unit owner or lessee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such unit owner.

To the Bayside Terrace Association, Inc:

I certify that I have read all of the Association's Rules & Regulations and I agree to abide by them.

Unit # _____

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____