



East, West, and Master
Condominium Association

RULES AND REGULATIONS SCHEDULE "A" TO THE BY LAWS

Each of the Rules and Regulations for ONE MIAMI CONDOMINIUM shall be in accordance with all applicable county and state codes, ordinances, and regulations.

- 1) The sidewalks, entrances, passages, lobbies, and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property or Master Common Areas; nor shall any carts, bicycles, carriages, chairs, tables, or any other objects to be stored therein, except in areas (if any) designated for such purposes. The foregoing shall not, however, be applicable to the Commercial Unit. As set forth in the Declaration, the Owners of the Commercial Unit shall be permitted to make use of the sidewalks, entrances, passages, and other portions of the Common Elements adjacent to the Unit to further the Commercial uses from the Commercial Unit.
- 2) The personal property of Residential Unit Owners and occupants must be stored in their respective Residential Units.
- 3) No articles other than patio-type furniture shall be placed on the balconies, patios or other Common elements or Limited Common Elements of Residential Units. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces, or other portions of the Condominium or Association Property. The foregoing shall not be applicable to the Commercial Unit or the Commercial Unit Owner.
- 4) No Unit Owner or occupant shall permit anything to fall from the window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the building or upon the Common Elements or Master Common Areas. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants, and invitees when within the Condominium or Association Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.
- 5) No garbage, refuse, trash, or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

- 6) No Residential Unit owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors, or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Residential Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, or sound amplifier in his Unit such a manner as to disturb or annoy other residents. No Residential Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. The foregoing shall not be applicable to the Commercial Unit nor preclude any lawful uses from the Commercial Unit.
- 7) Employees of the association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
- 8) No repair of vehicles shall be made on the Condominium Property.
- 9) No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer (for as long as the Developer owns any portion of the Condominium Property, and thereafter by the Board). Additionally, no awning, canopy, shutter, or other projection shall be attached to or placed upon the outside walls or roof of the building or on the Common Elements, without prior written consent of the Board of Directors of the Association. The foregoing shall not, however, be applicable to the Commercial Unit. As set forth in the Declaration, the Owners of the Commercial Unit shall be permitted to install signage both on the Units and the Common Elements or Common Areas adjacent to the Commercial Unit.
- 10) No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements or Master Common Areas, other than as is reasonable and customary in vehicles and /or in cleaning supplies.
- 11) A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his/her Unit prior to his/her departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.
- 12) A Residential Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way. Curtains and drapes (or Linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

- 13) Installation of satellite dishes by Residential Unit Owners shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements; (ii) the dish may be no greater than one meter in diameter, and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in the location which minimizes its visibility from the Common Elements. The foregoing restrictions shall not be applicable to the Retail/ Commercial Unit Owners.
- 14) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in the Condominium or Association property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained, or permitted upon any portion of the Condominium or Association Property.
- 15) No window air- conditioning units may be installed by Unit owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
- 16) Children will be the direct responsibility of their parents and legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rule and Regulations and all other rules and regulations of the Association. Loud noises by children will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and / or utilizing the recreational facilities.
- 17) Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium property except in accordance with the following, in addition to the applicable terms of the Declaration:
- a) Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dogs or cat ever be allowed to be walked or taken on or about any recreational facilities within the Condominium Property.
 - b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to provisions of the Declaration.
 - c) Unit Owners shall pick up all solid wastes from their pets and dispose of same appropriately.

The foregoing shall not, however, limit the rights of Commercial Unit Owners to Invite pets to the Commercial Unit to the extent permitted by the Declaration.

- 18) The Common Elements are for the exclusive use of the Association members and their immediate families, permitted lessees, resident house guests and guests accompanied by a member. No other person shall be permitted to use the Common Elements without the prior written permission to the Association.
- 19) Every applicable Owner and occupant shall comply with these Rules and Regulations as set forth herein, 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. 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, Articles of Incorporation or By- Laws, provided the following procedures are adhered to:
- a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association Bylaws or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
 - b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should be imposed. The party against whom the fine 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 committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
 - c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
 - d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
 - e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
 - f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
 - g) 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 occupants 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

20) These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of the same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall only be applicable to the Commercial Unit to the extent expressly provided. Further, anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer, except:

- a) Requirements that lease or lessees be approved by the Association (if applicable); and
- b) Restrictions on the presence of pets; and
- c) Restrictions on occupancy of Units based upon age (if any); and
- d) Restrictions on the type of vehicles allowed to park on Condominium Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.

All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

SCHEDULE "A"

TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

- 1) The Common Areas and facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended, therefore. No carts, bicycles, carriages, chairs, tables or any other similar objects shall not, however, be applicable to Commercial Units within any Residential lots.
- 2) Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
- 3) No motor vehicle which cannot operate on its own power shall remain on The Properties for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon except as is necessary. No portion of the Common Areas may be used for parking purposes, except those portions specifically designed and intended, therefore. Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of units shall be permitted to use these areas. Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration, subject to applicable laws and ordinances.
- 4) No electronic equipment may be permitted in or on any Unit or lot which interferes with reception of broadcast signals in another Unit.

- 5) An Owner who plans to be absent during the hurricane season must prepare his Unit and lot prior to his departure by designating a responsible firm or individual to care for his Unit and lot should the Unit suffer hurricane damage and furnishing the Association with the name(s) of such firm or individual.
- 6) Children will be the direct responsibility of their parents or guardians, including full supervision of them while within The Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).
- 7) No hunting or use of firearms shall be permitted anywhere within The Properties.
- 8) Except as is otherwise permitted by THE Master Covenants, no Owner may alter in any portion of the Common Areas, including but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Committee.
- 9) No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on a lot or on the Common Areas, other than as is reasonable and customary and within the limits established by applicable law.
- 10) No hurricane shutters or similar installations shall be used on or for any Unit unless same is of the type approved by the Master Association and is installed in accordance with any guidelines established in such regards by the Master Association.
- 11) 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. 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. The Association shall have the right to suspend voting rights and use of recreation facilities, if any, in the event of failure to so comply. 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 tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

Notwithstanding anything herein contained to contrary, these rules and regulation shall not apply to the Declarant or its affiliates. All these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

ONE MIAMI EAST AND ONE MIAMI WEST
SUPPLEMENTAL RULES AND REGULATIONS

BAR-B-QUES

- UNDER NO CIRCUMSTANCES IS ANY BARBECUING, COOKING, OR HEATING BY ANY TYPE OF OPEN FLAME TO BE DONE ON ANY BALCONY. THIS RESTRICTION INCLUDES ELECTRIC GRILLS. (Dade County Fire and Building Codes)

DELIVERIES / MOVING IN & OUT

- All deliveries/moves require a minimum a of seven (7) day advanced notice to reserve the elevator. Moving and deliveries shall only be allowed between the hours of 9:30am – 5:00pm, Monday through Friday and Saturday 9:00am – 12:00pm (holidays excluded). Moving and deliveries shall not be permitted on Sundays.

Note: Loading dock hours are from 9:00 am – 5:00 pm, Monday through Friday.

- **If it seems that a move will run past 5:00 pm (or noon on Saturdays), management must be notified immediately. A fee of \$75 per hour will be charged should a move go past 5:00 pm. No move shall extend past 7:00 pm (or 2 pm on Saturdays) for any reason. The hourly rate will be charged at \$75 per hour with a maximum charge of \$150. The charge will not be prorated. Prior approval is required.** A non-refundable trash removal fee is also required seven (7) days in advance of the move depending on the size of the unit: Studio – \$75.00, 1– bedroom - \$100.00, 2 – bedrooms - \$150.00, 3 – bedrooms - \$250.00. Payment is to be made to One Miami Master.
- A certificate of insurance and workers compensation must be provided before the commencement of deliveries. The company must have One Miami East or West and the unit owner as certificate holder. Company must provide proof of liability insurance in the amount of \$1,000,000.00 (one million dollars) and Workers Compensation Insurance. The company or person must provide a certificate of insurance to the Property Manager listing the Agent's phone number and indicating that One Miami East or One Miami West is listed as an additional insured. The certificate shall also state that all sub-contractors hired by any contractor are covered by the company's Workers' Compensation coverage. This may be accomplished by hand delivery 24 hours prior to the work starting.
- A security deposit of \$750.00 (seven hundred and fifty dollars) for the common areas is required to be given no less than 48 hours prior to the delivery. At the end of the move the area shall be inspected and the deposit shall be returned, provided no damage has occurred. Should there be damage; the deposit will be used to correct the damage. Should the damage exceed the amount of the deposit, the balance will be billed to the person moving in or out. Any damage to Common Areas by movers shall be assessed to the Owner of the unit.
- Moving in or out of ONE MIAMI EAST AND WEST CONDOMINIUMS must be accomplished by professional and insured moving companies. All contractors must enter through receiving and sign in with the receiving department prior to loading or unloading.
- ONLY ONE MOVE-IN OR MOVE-OUT IS PERMITTED EACH DAY PER SERVICE ELEVATOR.

HEALTH CLUB / SAUNAS AND STEAM ROOMS (MASTER)

- *Use of the Health Club & Spa is allowed only to persons 18 years of age and older.*
- Use of the Sauna/Steam room is at user's sole risk and discretion. It is recommended that use be limited to not more than 10 consecutive minutes and that persons with medical conditions consult a doctor prior to use of this Spa equipment. Saunas must be turned off after each use.
- Each person using the equipment does so at his/her own risk. Proper use of exercise equipment is always expected. Persons using equipment should familiarize themselves with proper use of equipment prior to usage.
- Any conduct determined to be improper or inimical to the best interest of the facility will not be permitted.
- Any behavior or activity viewed by the management to be potentially hazardous, disruptive, threatening, or inappropriate to any Resident, Guest, or Employees in the facility will not be tolerated.
- Any activity determined to create an annoyance to any person will not be permitted.
- Any activity which may cause physical or cosmetic damage to the facility will not be tolerated. The cost to repair damage to the facility property caused by an owner, tenant, family member or guest shall be paid by the owner.
- Proper attire is required for participants using the facility. Appropriate shoes and shirts are required (Rubber-soled tennis shoes and athletic attire must be always worn) in all public and recreation areas except for the Sauna and locker rooms.
- No food, alcohol, smoking, or glass containers are permitted in the Health Club.
- Residents may bring their own trainers to the weight room; however, they must first meet with Management to provide and confirm proper licensing, insurance, and scheduling to be registered.
- Under no circumstances is any exercise equipment to be removed from the exercise area in the Health Club.
- All facility property must remain on the premises (i.e., equipment, weights, etc.) and removal of property from the premises is prohibited.
- Residents and guests are expected to keep the room clean and orderly. As a courtesy to others, all equipment must be wiped down after each use. Persons using equipment must always have a towel.
- Health Club facilities that are gender-specific shall be used only by the specified gender.
- Violation may result in fines being imposed.
- All guests not accompanied by a unit owner or lessee must be registered in the guest entry computerized system; (contact the management Office for registry).

- The Board of Directors reserves the right to modify, add, delete, or change any rule or regulation at any time and without notice.
- Free weights cannot be removed from the cardio/weight area in the East Gym at any time. Persons are required to leave weights in the same rack location as found

SWIMMING POOL, POOL DECK, JACUZZI, AND FACILITIES

- Owners, their lessees, family members and guests assume all risk and responsibilities in connection with the use of all facilities. There is no lifeguard on duty. Swimming is always at your own risk. All rules posted on the pool deck must be observed.
- The Jacuzzi temperature shall be maintained at 101 degrees Fahrenheit, as recommended by the Department of Health.
- The swimming pool area hours are from 5am until 11pm.
- Due to the high temperature of the water, children under the age of 16 years shall not be permitted to use the Jacuzzi without the supervision of a parent or legal guardian. Children twelve (12) years or under must be supervised in the swimming pool and pool deck facilities by a responsible adult at all times. Children under the age of 12 shall not be permitted to use the Jacuzzi.
- Children that wear diapers in pool must always wear waterproof swimming diapers. All soiled diapers must be sealed and immediately disposed of in trash receptacles.
- Unaccompanied guests are not permitted in the pool area. No more than 4 residents per unit may utilize the pool at one time. No more than 4 guests per unit shall accompany residents at one time.
- All guests must be accompanied by a unit owner or lessee and must be registered in the guest entry computerized system; (contact the management office for registry).
- Upon the leasing of their unit, unit owners will relinquish their right of use for all facilities and amenities unless the right of use is waived by the tenant and filed with the association's property Manager.
- All pool furniture and accessories must remain in the pool deck and may not be taken to adjacent areas at any time.
- Residents and their guests are responsible to pay for any damage caused to pool furniture, equipment or to the premises.
- Appropriate attire is expected.
- No pets or animals are allowed in swimming pool, pool deck, Jacuzzi, and facilities. Pets cannot be walked through any area of the pool deck at any time.
- Appropriate and lawful conduct is always expected. Loud music or very loud noise that is disturbing to others is not permitted. Horseplay or any other activity that creates a danger or nuisance to other residents and guests is prohibited.

- Bicycles, skateboards, scooters, roller blades, and roller skates are prohibited on the pool deck or any other amenity area. Toys, floats, rafts, surfboards, and air-filled tubes are not permitted in the swimming pool areas. Personal flotation devices such as noodles and child swimmiest are acceptable.
- As per the County Health Department, all persons must shower prior to entering the swimming pool or hot tub.
- No food or glass containers are permitted in the pool area.

PARTY ROOM

- Arrangements to reserve the Party Room for private affairs must be made with the Management Office at least two (2) weeks in advance prior to the party or reception.
- The following requirements and restrictions will apply to parties in the common areas:
- A \$ 750.00 (Seven hundred and Fifty dollars) security deposit are required for activities in the Party Room. This will be returned immediately after inspection of the area. Any damage will be assessed to the party sponsor. This is payable to One Miami Master via personal check only.
- A minimum cleaning fee of \$ 75.00 (Cash Only) will be assessed for each event (non-refundable).
- A reservation fee of \$ 250.00 (Two hundred and Fifty dollars) payable to One Miami via money order or cashier's check is to be paid at the time of reservation.
- All events will need a security guard present. A security fee totaling to \$ 192.60 is to be paid in advance via a money order or a cashier's check payable to Marksmen Security.
- A valet fee is required for all parties. Parties with 5-15 guest vehicles will be charged \$ 96.00 (one extra valet runner), 15-30 vehicles \$ 192.00 (two extra valet runners). This fee is to be paid in advance via a money order or a cashier's check made payable to US Parking. Each guest will also be required to pay a \$6.00 fee that covers up to 5 hours of valet service per vehicle.
- Any owner or lessee having a group or small gathering of ten people or more in his/her unit must notify the office in writing and provide a guest list so that valet and security may be scheduled. In fairness to all, owners shall not be permitted to extend the party to the lobby.
- No live music is permitted without the written permission of the Board of Directors. Music shall end from Sunday thru Thursday at 10:00 p.m. and on Friday and Saturday at 11:00 p.m. Music that requires electrical connections outside the Party Room will not be allowed. At no time during the function shall persons using the Party Room create a noise level so as to disturb the residents in the ONE MIAMI WEST AND EAST ASSOCIATION. The Associations security has the right to determine when the noise level from the function is such as to disturb the residents, and to take appropriate steps to reduce the noise to an acceptable level. If the noise level is not reduced accordingly the Association's security personnel has the right to require that the owner and guests vacate the premises and terminate the party. **THE HOMEOWNER HEREBY**

SPECIFICALLY AGREES THAT IF SECURITY CALLS THE CITY OF MIAMI POLICE TO ASSIST IN THE ENFORCEMENT OF ANY PROVISIONS OF THIS AGREEMENT, THAT THE POLICE HAVE THE JURISDICTION TO ENFORCE THIS AGREEMENT AND THE HOMEOWNER WILL IMMEDIATELY END AND TERMINATE THE PARTY AND VACATE THE PREMISES.

- Only one party per night will be permitted in the Party Room.
- A full guest list must be received by the Property Manager at least two weeks in advance of the event. The Management must know the number of people attending each event. If list is not provided within the specified time frame, the party room reservation will be cancelled- **NO EXCEPTIONS.**
- The use of CANDLES is strictly prohibited. No smoking allowed inside Party Room or outside on either terrace.
- Continuous adult supervision is required for all teenage or children's parties.

STORAGE UNITS

- Unit owners and Residents may only utilize the storage spaces assigned to their units.
- The storage of flammable items is strictly prohibited.
- The storage of items is limited to the inside of the storage lockers. Any items found on top or outside will be disposed of.
- The storage area is not monitored by cameras and storage of valuables is at your own risk.

PARKING / AUTOMOBILES / VEHICLES

- Residents are to park their first vehicle only in their assigned space. Space permitting, an additional vehicle may be parked with valet for a monthly fee of \$100; a third vehicle may be parked for \$125 per month. Funds should be made payable to US Parking via a personal check or money order.
- Recreational and commercial vehicles are prohibited in the garage and valet areas.
- Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium's property including the garage.
- The foregoing notwithstanding, all owners and residents shall comply with the Moving Truck Regulations and Acknowledgment attached hereto and made a part hereof.
- Excessive noise, slamming of doors, racing of engines must be avoided on the Condominium property, including the garage.
- **NO HORNS SHALL BE BLOWN ON THE PROPERTY.** Except in an emergency
- **VEHICLE SPEED SHALL NOT EXCEED 5-MILES PER HOUR ON THE PROPERTY/GARAGE.**

- Vehicles with expired tags and/or in an inoperable condition, including flat tires, may be towed from the property at the Owner's expense. Flat tires must be repaired within four (4) days to avoid towing.
- If a vehicle is equipped with an alarm, which rings more than 30 minutes without correction, said vehicle shall be towed from the property at the Owner's expense.
- Damage inflicted to the Property by any vehicle shall be the responsibility of the vehicle Owner. UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION BE HELD RESPONSIBLE FOR DAMAGE TO OR THEFT OF ANY VEHICLE PARKED ON CONDOMINIUM PROPERTY.
- The Owner of any vehicle leaking oil or any other automotive fluids onto the Condominium property shall be responsible for any expenditure required to restore the property to a clean condition.
- All vehicles must always display the required parking permits. Vehicles without valid permits will be towed at the owner's expense.

BICYCLES

- Bicycles may be kept only in the parking garage in designated areas at all times.
- Bicycles may not be transported through the lobbies at any time. Residents must go to the ground level and enter or exit from the ground level.
- Bicycles, scooters, motorized skateboards, motorcycles, minibikes, etc., must be registered in the Management office.
- Bicycles shall not be ridden on the pool deck or on parking ramps.
- UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION BE HELD RESPONSIBLE FOR DAMAGE TO OR THEFT OF ANY BICYCLES/MOTORCYCLES ON CONDOMINIUM PROPERTY.

ELEVATORS

- Absolutely NO SMOKING is permitted on any elevator in the building.
- Damage to elevators by moving in or out or carrying any articles therein shall be the responsibility of the applicable Owner.
- At no time shall any person use the emergency telephones for personal use.

INTERIOR OF BUILDING

- It is prohibited to hang, nail, paste, attach, or glue any item to the common area walls, doors, windows, or elevator walls.
- The maintenance of the interior finish of the unit door is the responsibility of the Owner.
- The exterior finish of the unit door is the responsibility of the Association.
- It is prohibited to place any mat, rug, plant, sculpture, furniture, or any other type of obstruction in the hallways of the building.

- Any damage to the hall walls, molding, ceilings, carpeting or other common property shall be the responsibility of the unit Owner, whether caused by the Owner, guests, agents or invitees of the Owner.

PROXIMITY ACCESS CARDS (FOBS)

- The Proximity Access Key (FOB) will be used to enter the common areas of the building; additional Fobs are available at the Management office for a fee.
- Key Fobs are available at the Management office for a non-refundable fee of \$25 per Fob. Funds should be made payable to One Miami East or West Condominium Association Inc. Payment must be made with a cashier's check, money order or personal check; cash will not be accepted.

DAMAGES

- Owners shall be liable for all damage caused by guests, renters, family, employees, contractors, assignees, or pets.
- All damages assessed to any Owner shall be due no later than 30 days from the date of assessment and shall accrue interest at the applicable rate per month until such charges are paid.
- Damages shall include any charges or costs incurred by the Association in the enforcement of the Rules and Regulations, including, but not limited to, legal fees, staff overtime, and replacement of amenities, administrative costs, security charges, or police protection.

DANGEROUS SUBSTANCES

- No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements or Master Common Properties other than as is reasonable and the customary in vehicles and/or in cleaning supplies.

GUESTS

- No guest or visitor shall be permitted to enter the building or elevators until after proper identification and clearance is obtained from Front Desk. If verbal clearance is obtained from the Resident, or if advance written approval is left with Front Desk, then they will be allowed to proceed to the Unit.
- The Association, after consulting with the Resident, may require that any guest who violates the Rules and Regulations vacate the premises.
- Residents are responsible for their guests' adherence to the Rules and Regulations of *ONE MIAMI EAST AND WEST CONDOMINIUMS*.
- Residents are to notify the Property Manager in writing; or by email during regular business hours, at least 24 hours in advance, of guests intending to use their Unit in the Resident's absence, including the length of stay, number of persons in party, and names of all persons.

- It is the responsibility of the Owner to provide keys for guests. Under no circumstances will emergency keys in the possession of the Association be given out or loaned.
- Guests of Owners and/or Residents shall not be permitted to bring pets to the building.
- Any damage of any sort caused to the Association property by guests shall be the sole responsibility of the Owner.
- No guests shall be admitted to the property without prior written approval of the Owner, or without being able to establish contact with an Owner from the Front Desk.
- The Condominium Association shall accept no responsibility for any accident or injury to any guest/s at ANYTIME.
- Guests may reside in a unit for a maximum of 5 days within any 30-day period in the absence of the Owner, Tenant or Resident. Any occupancy in excess of 5 days within any 30-day period is to be considered a separate, finable offense, up to any statutory limitation.
- **All Owners & Tenants are advised to purchase Liability Homeowners or Renters Insurance to cover injuries to their guests or damage to their personal property, including automobiles.**

KEYS

- The Condominium Association exercises its right to possess a key to all units in the building.
- NO MEMBER OR RESIDENT SHALL CHANGE THE LOCKS OR INSTALL ADDITIONAL LOCKS UNLESS DUPLICATE KEYS ARE PROVIDED TO THE ASSOCIATION AT THE TIME OF INSTALLATION OR RE-KEYING.
- The Association shall be entitled to access all units as permitted by Florida Statute 718, (Condominium Act) and/or the Declaration of the ONE MIAMI EAST AND WEST CONDOMINIUMS.
- In case of any maintenance requirement, emergency of any sort, or said governmental inspection requirement, the Association shall not delay access to any unit if a working key is not present in the Secured Key Box in the Office. In case of permitted access needed, a locksmith shall be called to open the unit and the cost of said service shall be assessed to the Owner of the unit.
- Owners must make private arrangements to provide keys to service personnel, family, assignees, employees, realtors, guests, or individuals of any kind. The office will not be able to provide this service for insurance and liability reasons.
- In case of lockout, Owners/Residents (those that are not considered official owners) should decide with friends or neighbors to keep an extra key.
- The Association may unlock a unit as a courtesy but for a fee. Owner or tenant must be registered in the system and provide photo ID. Payment can only be in personal check and must be given prior to service. However, procedures are in place to provide emergency access to units in case of fire or injury situations.

West Building - \$75.00

East Building - \$75.00

LOBBY REGULATIONS

- No bicycles, tricycles, skateboards, roller blades, roller skates, furniture, workers materials delivery carts, equipment, supplies, construction materials, equipment, machinery, or any type of wheeled vehicle (except wheelchair) are permitted access through the main lobby. All entry or exit for these items is to be accomplished from ground level and/or delivery entrances. Groceries and luggage are acceptable items that are permitted to be taken through the lobby.
- The Front Desk work area is to be accessed by Building personnel only. The Front Desk telephone is to be used solely for official business, and personal calls are not permitted from this phone.
- No service personnel shall be permitted to loiter in the lobby.
- No bare feet are permitted in the lobby, lobby hall, or any other common area, except for the pool deck.
- PROPER ATTIRE IS REQUIRED IN THE LOBBY AT ALL TIMES.
- No wet clothing or attire is permitted in the main lobby, Association Office, or Reception areas at any time.

MAIL TO OWNERS, AGENTS OR RESIDENTS

- It is the responsibility of every Owner to apprise the Association of his/her current legal address. Failure of an Owner to receive any notification or billing for lack of a current mailing address shall not relieve the Owner of any obligation relative to the mailing or billing of maintenance or other fees.

NOISE

- No resident shall make or permit to be made any disturbing noise within the Condominium, nor shall he/she permit family, friends, servants, employees, agents, visitors, or licensees to make any disturbing noises, or permit anything to be done by such individuals so as to interfere with the rights, comforts, or convenience of other residents.
- No resident shall play or allow to be played any musical instrument, or operate or allow to operate a phonograph, television, radio, or sound amplifier in his unit in such a manner as to be unreasonably disturbing or annoying to other residents of the Condominium.

PACKAGES AND CERTIFIED MAIL

- The Association accepts no responsibility for flowers, perishables, or otherwise fragile deliveries to Receiving. Front Desk is not allowed to accept letters or packages.
- Only packages for current owners, tenants and residents will be accepted; all other packages will be returned to sender.

- Packages will not be held for more than 45 days. Any package that has not been claimed after 45 days will be returned to sender.
- To dispense any piece of special mail or any delivery, the Association reserves the right to request identification from the person claiming the item.
- The Association accepts no responsibility whatsoever for any loss or misplacement of any item of mail or any delivery.
- The employees of the Association will not be able to deliver packages and/or special mail to your unit.
- The employees of the Association are not allowed to receive certified mail

PETS

- Pit bulls or any other breed considered to be dangerous are NOT PERMITTED (Miami-Dade Ordinance).
- No pet shall be left on a balcony unattended or while the Owner is absent from the building. Also, pets shall not be left on balconies where they may annoy other residents.
- Any pet that becomes obnoxious to other unit Owners or occupants is subject to removal from the Condominium property upon review of the Board of Directors.
- PETS SHALL NEVER BE PERMITTED TO RUN FREE ON THE PROPERTY OR IN THE BUILDING except within a Unit.
- All pets must exit and enter the building through the ground level, and may not, at anytime, be walked through the common areas. Small pets may be CARRIED through the lobby.
- A picture, veterinary report and vaccination history declaring the pet to be in good health must be provided prior to occupancy. A non-refundable pet fee of \$250 is required to be submitted.
- A maximum of two pets may be maintained in a Residential Unit, provided that no pet weighing more than fifty (50) pounds, may be maintained in a Unit.
- Should a pet happen to accidentally soil the carpeting or flooring in a hallway or elevators, the Owner must call the office or Front Desk immediately so that special cleanup and sanitation procedures may be activated to ensure the integrity of the common area furnishings, floor coverings and appearance. When outside, all pets must be leashed on a leash not to exceed six feet in length and must be handled by an individual or Owner willing and fully able to control the pet.
- As required by Dade County or the City of Miami, all pets must be licensed and be inoculated against rabies or other detrimental conditions.
- Upon move in, or upon acquisition of a pet, the pet must be registered in the office and a snapshot of the pet must be provided for the Owner's permanent Unit Condominium file.

- If any pet shall defecate or soil in any way in or on the ONE MIAMI EAST AND WEST CONDOMINIUMS, the Owner shall immediately clean up the area, utilizing a "pooper scooper" or latex glove, deposit the waste in a small paper bag and deposit the waste in the appropriate trash collection container. Should the Owner not clean up the area, the Building Staff shall clean it up at a cost of \$50.00 per instance, and the cost of cleanup shall be billed to the Owner. Any resident maintaining a pet on Condominium property shall be fully responsible for and shall bear the total expense of any damages to the property resulting from the acts of the pets. Any damage shall be determined by the Board of Directors and collected by the Association.

LEASING / SALES OF UNITS

- Prior to the purchase or lease of any unit, the Owner shall provide his/her prospective purchaser or lessee with an application package to be filled out and returned to the Office for processing.
- Applicants must submit to the Association a completed application, available from the Association Office, **at least 30 days prior to any scheduled lease commencement date** (all paperwork required by the application and application fees must be submitted at this time). **Incomplete Applications will not be processed.**
- Per the Association's Governing Documents, Management for the Association must approve the applicant in writing based upon a completed personal background check of the lessee(s) or prospective purchaser.
- A non-refundable application fee of One Hundred dollars (\$100.00) per person or \$100.00 per married couple is to be submitted with the application. Funds in the form of a personal check, cashier's check or money order only must be made payable to One Miami East or West Condominium Association, Inc. This fee covers the criminal, financial, and reference background check of each applicant this is the application fee as permitted by Florida statute 718. No processing or screening procedures will commence until all the fees are submitted. Owners should allow 30 days approval time for all applications.
- Leases may be for a term of no less than (30) thirty days for the West building and no less than six (6) months for the East building. Please note that sub-leases are not permitted for any period. When a unit is leased by the Owner, the tenant has the use rights of the unit Owner, and the unit Owner may not use the amenities. The Association and the manager have limited authority in dealing with tenants. All tenants must abide by the Condominium Documents including, but not limited to, the Association's Rules and Regulations. The Owner is responsible to the Association and the other Owners to see that the tenant complies with the Association rules. During an orientation meeting the tenant will receive a copy of the Rules and Regulations of the Association. Fobs will be programmed to deactivate the last day of the lease. It is the Owner and tenant's responsibility to submit an executed renewal lease to the office so a new deactivation date can be scheduled in our fob system.
- Prior to move-in date, the tenant will place in escrow with the Association a deposit in the amount of (\$750.00) seven hundred and fifty dollars in the form of a personal check made payable to the One Miami East or West Condominium Association, Inc. The deposit will be returned after a completed inspection of the Common Areas, which will reveal no damage to the Association's property.

- Tenants have to purchase their own FOBS. These will be registered under the names on the lease agreement only. Each FOB is \$25.00, which is **non-refundable**, accepted in the form of a check, cashier's check, or money order only, made payable to One Miami Condominium Association, Inc.
- Key fobs will be deactivated once The Tenant(s) move out.
- No tenant or new resident will be listed on Association, Front Desk, Valet, or Security records until such time as an on-site Unit working telephone number is provided to the Office.
- "Frequently Asked Questions" may be obtained in the Management Office at no charge.
- Rules and Regulations may be obtained in the Management Office at no charge.
- New tenants/residents must schedule their move in date at the Management Office during the time of their orientation; moves are based on a "first come, first served" policy. Only one move in or move out is permitted in each building a day, six days a week.

LISTING AGENT PROCEDURES

- The Unit Owner must report the listing agent to the Management Office in the case of either sale or lease.
- A copy of an executed listing agreement for the applicable unit(s) must be provided to the Association.
- Showings will be conducted exclusively by Listing Agent Monday through Saturday from 9:00AM-6:00PM. Showings are not permitted on Sundays or Holidays. Other Realtors need to be accompanied by Listing Agent.
- The Listing Agent must identify all visitors and accompany all prospects to the unit. All listing agents and accompanying guests must register with the front desk prior to admittance to the unit.
- Upon arrival the Listing Agent and Prospects must check with the Security Desk in ONE MIAMI EAST AND WEST CONDOMINIUMS lobby. The Security at the Front Desk will arrange elevator access to the unit. The Listing Agent is responsible for providing access to the unit. The Association will not open the unit.
- In addition to the unit, the Listing Agent will have access to the unrestricted common areas of the building (parking, storage, spa, and pool deck). Access to any other unit for sale or lease will not be permitted unless the Listing Agent for these units is present.
- Listing Agents are not allowed to bring non-prospects to the property.

SMOKING

- IN ACCORDANCE WITH THE CLEAN AIR ACT NO SMOKING IS PERMITTED IN ANY HALLWAY, ELEVATOR, STAIRWAY OR STAIRWELL, PARKING GARAGE, LOBBY, PARTY ROOM, RECEPTION AREAS OR ANY OTHER NON-EXEMPTED AREA OF THE BUILDING.

- Cigarettes and similar items must be extinguished and deposited in designated receptacles PRIOR to entering the Common Areas of the Building.
- Smoking is permitted at the pool deck only in the designated area. Upon leaving the pool deck, smoking materials must be extinguished and deposited in provided receptacles.
- Any Owner or guest causing the very sensitive building smoke detectors and pull stations to put the ONE MIAMI EAST AND WEST CONDOMINIUMS fire system in alarm mode shall face sizable fines and shall be required to pay all fines as imposed by Miami, Miami Dade County, or the Fire Department.

SOLICITATION

- No solicitation or solicitors are permitted in the building at any time. This includes distribution of flyers, business cards, etc.
- Any resident who sees flyers being posted or solicitors in the hallways, should contact the office or front desk to have security dispatched immediately.

TRASH, GARBAGE AND RECYCLING

- ONE MIAMI EAST AND WEST CONDOMINIUMS practice full recycling. Recycling containers are located on the building's ground level.
- All recyclable materials must be deposited in the correct recycling container located on the ground level. Full directions for recycling are printed in Spanish and English in the trash room of each building on each floor.
- Trash bags, boxes, or any type of debris may not be left on any service corridor.
- Boxes are not permitted to be thrown down the chutes. No other large objects such as furniture, strollers, small appliances, bedding, and the like may be thrown down the chutes. Such objects must be carried to the ground level garage for disposal or left in the trash room on the floor.
- No flammable material, lighted cigarettes, cigars, etc., or loose glass may be thrown down the chutes.
- All residents are responsible for adherence to the trash and recycling rules. Should One Miami be fined for any violations due to negligence on a resident's behalf, such fines will be passed on to and be levied against the responsible resident. The collection of such fine shall be conducted by the Association or through the Association attorney.
- Any Owner or Resident found to be violating the Dade County Law or ONE MIAMI CONDOMINIUMS recycling rules in such a manner as to cause the building to be fined for Recycling Violations shall be assessed the total fine imposed by any Agency or by the Board of Directors. The collection of such fine shall be conducted by the Association or through the Association attorneys.
- Residents must be careful that personal items are not lost down the trash chute. Items accidentally thrown down the trash chute cannot be retrieved and should be considered lost.

WORKMEN - INSTALLATION – DELIVERIES

- Any Owner or residents who performs or contracts with any company, workman, tradesman, installer, or other person to perform alterations or installations at ONE MIAMI EAST AND WEST CONDOMINIUMS must apply for approval. Applications are available in the office and require a description of the work to be done along with proof of liability insurance in the amount of \$1,000,000.00 (one million dollars) and Workers Compensation Insurance. The contractor must also provide a certificate of insurance to the Property Manager listing the agent's phone number and indicating that One Miami East or One Miami West is listed as an additional insured. The certificate shall also state that all sub-contractors hired by any contractor are covered by the company's Workers' Compensation coverage. This must be delivered along with the application 21 days prior to the work starting.
- LACK OF THE ABOVE DOCUMENTATION SHALL DELAY THE START OF A JOB.
- All work, deliveries, repair, or installations must be noticed to the office for inclusion in the daily staff and receiving/loading dock schedule. Prior arrangements must be coordinated with the management office. Work, installation, and delivery hours are from Monday – Friday from 9:30 am until 4:00 pm, and Saturday from 9:00 am until 12:00 pm.
- After hours or weekend emergencies such as plumbing, or air conditioning repairs must be noticed to the Front Desk by the Owner prior to the serviceman's arrival on the Property. Saturday installations or repairs of telephone equipment or cable equipment are permitted.
- A \$1,200 refundable security deposit is required when applying for approval. Please be sure to allow 21 days for review and approval of all applications. Payments may be made by personal check payable to One Miami Master.
- A non-refundable trash removal fee is also required and must be in the office 48 hours in advance of the start of work depending on the size of the unit: Studio - \$75.00, 1 bedroom - \$100.00, 2 bedrooms - \$150.00, 3 bedrooms - \$250.00. All payments may be made by cashier's check, money order or personal check made payable to One Miami Master.
- Contractors may only unload in designated areas as instructed by the receiving department. Due to limited space, parking for contractors is on a first come first served basis. If parking spaces are not available, contractors may unload in the receiving area but must park their vehicles off condominium property.
- Soundproofing is required to install flooring; the specifications are STC 50 and IIC 50 or better. No cork is permitted. Once the soundproofing has been installed, Pmanagement must be notified to inspect and document the work.
- Once all work has been completed, the Management office must be contacted for final inspection.