LA BAIA

BAY HARBOR ISLANDS

RULES & REGULATIONS

LA BAIA CONDOMINIUM ASSOCIATION, INC.

La Baia Condominium Association, Inc. (the "Association") has certain use restrictions and covenants along with reasonable rules and regulations, which are intended for the community's best interest. They aid in helping to maintain the beauty and tranquility of the area and preserve property values. There are rules, regulations, and use restrictions on architectural modifications, parking, conduct of residents and guests, refuse disposal, pets, sales, and rentals, among others. The governing documents include the Declaration of Condominium, the Articles of Incorporation, and the By-Laws, and such documents may be amended from time to time. The Declaration of Condominium contains Covenants, Conditions, and Restrictions on the use of the property, of which are filed with the County's real estate records, like your deed, and bind the community and its residents even as your property changes hands. The Articles of Incorporation and By-Laws supplement and implement the Declaration of Condominium.

Owners are encouraged to read the Governing Documents of the Association. Whether you are a unit owner or a resident, your interest and cooperation is needed to maintain the aesthetics, harmony, and decorum of the La Baia Condominium. Every owner and resident must comply with the rules outlined in this publication, any additional rules and regulations adopted by the Association from time to time, and all provisions of the Declaration and By-Laws, as amended. The failure of an owner or resident to comply with such a compliance 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 Board of Directors shall be permitted (but not required) to grant relief to one or more unit owners for specific rules and regulations upon written request.

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1. **ACCESS CONTROL DEVICES (ACDs)**

1.1 Unit Owners and Residents must use their Access Control Device (ACD) to enter La Baia Condominium (after hours), the Fitness Center, and the Club Room. The Association may designate additional access-controlled areas as needed.

1.2 Registered ACDs are non-transferable, non-assignable, and may not be shared or provided to other owners, renters, guests, vendors, contractors, family members, or any individual who is not a registered resident with the Residential Office, except in circumstances where the Unit is being sold or leased.

1.3 At the time of **first-time Unit purchase**, the new resident owner shall receive two (2) Unit Entry Door Keys, two (2) ACDs, and one (1) Mailbox Key at closing. At the **time of a resale,** the seller shall provide at least two (2) Unit Entry Door Keys, two (2) ACDs, and one (1) Mailbox Key at closing. The ACDs must be re-registered with the association under the new owner's name.

1.4 The **maximum number of ACDs** that will **be issued to any Unit** is based on the number of bedrooms per Unit. **Each master bedroom may receive up to 2 (two) ACDs plus up to 1 (one) ACD for each additional bedroom within the Unit**. ***For example****, a Unit with 3 (three) bedrooms, may receive up to but no more than 4 (four) ACDs (2 for the master bedroom, and 1 for each for the remaining 2 bedrooms)*. Reasonable accommodation may be made by the Board of Directors should a Unit request exceed the standard maximum number of access control devices.

1.5 All ACDs must be registered to a resident. Additional/replacement ACDs may be purchased at $50/each. Lost ACDs will be deactivated.

1.6 ACD systems shall be operated in a manner to allow the fire and police personnel to perform their duties**.**

2. **ADVERTISING**
   - 2.1 Commercial advertisements or solicitations of any kind are prohibited on or around the Condominium without prior Association approval.
   - 2.2 Petitions may not be originated, circulated, or posted within the property unless authorized by the Residential Office.
   - 2.3 Commercial photography anywhere in La Baia requires prior Association approval.
3. **ALCOHOL**
   - 3.1 Alcohol is permitted on the pool deck during operating hours, but only in plastic or other non-breakable containers. Glass, ceramic, or breakable containers are strictly prohibited in the pool, splash pad, and spa areas.
   - 3.2 Alcoholic beverages are permitted in all amenity areas and common elements, with the exception of the Fitness Center, during their respective hours of operation and for private events.
   - 3.3 All alcohol consumption must follow community etiquette, and users must be 21 years of age or older.
4. **FIREARMS, AMMUNITION, AND WEAPONS**
   - 4.1 The possession display or use of firearms, ammunition, or other weapons is prohibited within the common elements of the condominium. This restriction applies to all residents, tenants, guests, invitees, contractors, and any other persons while present in the common elements, except for duly authorized law enforcement officers acting within the scope of their official duties.
5. **APPLIANCES**
   - 5.1 Appliance repairs are the exclusive maintenance and repair responsibility of the Unit Owner.
   - 5.2 Only properly trained, licensed, and insured companies should move, disconnect, re-arrange, or alter the appliances in your unit(s). Please contact the Residential Office prior to performing any work inside units.

6. **ATTIRE**

6.1 Residents and guests are expected to dress appropriately for the setting of the Association when in the Lobby, common elements, or visible limited common elements. Shirts, shoes, sandals, pants, or dresses are required at all times unless otherwise stated.

6.2 Swimming attire, which must fully cover private parts for adults and children, is permitted only in the pool, splash pad, spa, and pool deck areas. Cover-ups, shirts/tops, bottoms, and shoes are required when outside these areas.

6.3 Proper attire is strictly required in the Lobby and all indoor amenity areas. Wet clothing is not permitted inside the Lobby, common hallways, elevators, or the Residential Office.

6.4 Nudity, including topless sunbathing, is prohibited in all common elements and amenity spaces, including the pool, pool deck, and spa.

6.5 Residents are responsible for ensuring their guests comply with attire requirements.

7. **GARAGE ACCESS, PARKING, and VEHICLES**

7.1 La Baia Condominium provides valet parking for all owners, residents, and guests. Access to the garage is restricted to Association personnel. The following rules apply:

a. Valet parking is the only option for onsite parking. Parking is limited to the number of spaces assigned to each unit, and no more than two resident vehicles may be kept onsite at any time.

b. Vehicle size must comply with restrictions for garage entry.

c. Guests and visitors receive complimentary valet parking, subject to availability and limited to the duration of their stay on Association property.

d. Only registered, operable vehicles (including motorcycles and scooters) are permitted. Vehicles must display a current license plate, be registered with the DMV, and be maintained in good operating condition (all major components are intact, tires inflated, no fluid leaks). Boats, jet skis, trailers, RVs, and storage pods are prohibited. Vehicle repairs are not permitted on Condominium Property, including the garage.
e. Car washing and waxing by residents is not permitted on the property. The Board may contract with a vendor to provide car washing services at residents' expense.
f. The Association assumes no responsibility or liability for damage or loss to a resident's vehicle or its contents. Owners assume all risks for vehicles parked onsite, including damage from flooding in below-flood-plain areas.
g. Vehicles may be towed immediately, at the sole expense of the owner, if they: lack a current license plate; are inoperable; sound alarms or horns for an extended period; obstruct traffic, driveways, landscaped areas, or fire lanes; are left unattended in driveways; or are parked in any posted "No Parking" area. Towing information will be posted at the parking lot entrances.
h. Commercial vehicles such as work vans, taxis, and work trucks may not be registered to a unit unless previously approved by the Board of Directors.
i. Contractor and vendor parking is limited. When onsite spaces are unavailable or restricted, valet staff will direct contractors and vendors to street parking.
j. Residents may not operate a rental car business from the Residential Garage. This includes renting via Turo or other app-based, peer-to-peer programs.
k. Moving vehicles are permitted to park only in designated areas and must not obstruct the entrance drive or parking areas.

8. **BALCONIES AND WINDOWS**

To preserve the building's appearance, safety, and structural integrity, the following rules apply:

8.1 Flooring & Construction

a. No balcony floor coverings may be installed without prior written Board approval. All coverings, insulation, and adhesives must comply with waterproofing and structural requirements, including flood testing, drainage clearance, scupper height, railing height, and edge stops.
b. The Board may specify exact materials and finishes. Any installation that blocks drainage, exceeds height limits, or compromises waterproofing is prohibited.
c. Chipping, grinding, cutting, or altering balcony slabs or construction materials is prohibited without prior written Board approval.
d. Any improvement, heavy object, or planter (except typical outdoor furniture) requires prior Board approval. Plants above the railing must be healthy and green.

8.2 Alterations & Attachments

a. Balconies may not be enclosed, covered with awnings, or altered in configuration.
b. No signs, speakers, antennas, satellite dishes, lighting, access points, or similar items may be installed on balconies, railings, or exterior walls without prior Board approval (which may be withheld for aesthetic reasons).
c. No items may be affixed, attached, or displayed on exterior walls, doors, balconies, or windows without prior written approval.

8.3 Use, Sanitation & Storage

a. Balconies must be maintained in a clean, sanitary condition. Unit owners are responsible for sealants, drains, and waterproofing materials, subject to Association approval.
b. No linens, clothing, swimwear, rugs, mops, or similar items may be hung, shaken, or stored on balconies, railings, or windows.

c. No storage of bicycles, scooters, exercise equipment, cold plunges, saunas, cabinets, or similar items is permitted. Garbage or waste may not be left on balconies.

d. If away during unusual weather, all movable objects must be removed. Owners are fully liable for any damage caused by unsecured items.

8.4 Pets

a. Pets may not relieve themselves or be left unattended on balconies, terraces, patios, or lanais.

8.5 Safety & Prohibited Activities

a. **Smoking** on balconies designated as **Limited Common Elements** is permitted solely as a **limited and revocable privilege**, provided that smoke, vapor, odor, ash, or residue does **not migrate into any other Unit or the Common Elements**, does not create a **nuisance**, and does not interfere with the **quiet enjoyment** of other residents, as determined by the Association in its reasonable discretion. Any such impact shall constitute a violation of the Association's Governing Documents, subject to **immediate cessation and enforcement**, including notices, fines, suspension of privileges, injunctive relief, or other remedies available under the Governing Documents and applicable Florida law, and nothing herein limits the Association's authority to adopt more restrictive smoking regulations or to prohibit smoking entirely in the future.

b. No object or substance may be thrown, swept, or discharged from any balcony or window (including dirt, debris, cigarette butts, or liquids). Owners are fully liable for damages or injury caused.

c. No summer kitchens, grills, hibachis, or cooking devices of any kind are allowed on balconies or within 10 feet of the building.

d. Cutting or construction work outside the Unit (including on balconies) is prohibited unless fully approved by the Association with required permits and insurance.

8.6 Windows & Treatments

a. Window treatments visible from the exterior must be white or off-white and subject to Association approval. Disapproved treatments must be replaced at the owner's expense.

b. Window air-conditioning units, aluminum foil, unsightly materials, stickers, or adhesives are prohibited. Reflective or tinted substances require prior Board approval.

8.7 Flags

a. Owners may respectfully display a portable, removable U.S. flag or an official U.S. military flag (Army, Navy, Air Force, Marine Corps, Space Force, Coast Guard) not larger than 4 ½ ft. x 6 ft.

8.8 Liability

a. Owners and residents are 100% responsible for any damage or repair costs to Association property, common elements, or limited common elements resulting from violations of these rules.

b. If a resident will not be in their residence during unusual weather, all movable objects must be removed from the balcony. Should items not be removed, and they result in damage to another unit owner's property, or Association property, the responsible unit owner will be 100% liable for all damages.

9. **BICYCLES | KAYAKS | PADDLEBOARDS | RECREATIONAL EQUIPMENT**

9.1 Bicycle & Marine Equipment Storage

a. Limited storage is available on the Garage Level for bicycles, kayaks, and paddleboards. Items must meet the size specifications of the storage area, be registered with the Residential Office, and are stored at the owner's expense and risk.

b. Storage is first-come, first-serve. The Association may revoke storage privileges with 30 days' notice.

c. Registration must be renewed annually. Any unregistered or unauthorized items, or items stored outside of the designated area, may be removed and disposed of by the Association.

9.2 Association Owned Equipment

a. The Association may provide bicycles, kayaks, paddleboards, life jackets, or similar recreational equipment for resident use on a first-come, first-serve basis and at the user's sole risk.

b. The Association makes no representations or warranties, express or implied, regarding the condition, safety, suitability, or maintenance of such equipment, and assumes no liability arising from such use.

c. Residents, owners, and guests must sign the **Recreational Equipment Waiver and Release of Liability Form** before using Association-owned equipment.

9.3 Use Restrictions

a. Wheeled recreational equipment—including bicycles, scooters (electric or standard), skateboards, roller/in-line skates, and wagons—may not be used in elevators, lobbies, hallways, or any other common areas of the Condominium.

b. Child strollers are the only exception.

10. **CHILDREN**

10.1 Parental Responsibility

a. Parents or legal guardians are fully responsible for their children's conduct and safety within La Baia, including ensuring compliance with all Rules, Regulations, and Governing Documents.

b. Children under 16 must be supervised by a responsible adult in all amenity areas, including the Breezeway, Club Room, Fitness Center, Pool, Spa, Pool Deck, Marine Equipment Storage, and Bike Storage areas.

c. Children must be accompanied by a responsible adult when entering or using any amenity or common area. Loud or disruptive behavior that creates a nuisance is not permitted.

10.2 Spa & Pool Restrictions

a. There is no lifeguard on duty. Children under sixteen (16) years of age are prohibited from using the pool or pool area unless accompanied and continuously supervised by a responsible adult eighteen (18) years of age or older who remains present in the pool area at all times.
b. Children under 12 years of age and over 5 years of age may use the spa **only with adult supervision.**
c. Children under 5 are strictly prohibited from using the spa due to safety risks, including overheating (up to 104 °F), drowning hazards, and limited ability to communicate discomfort.

11. COMMUNITY CONDUCT & USE OF COMMON AREAS

11.1 Code of Conduct

a. All owners, residents, guests, visitors, contractors, and staff must conduct themselves in a manner that promotes harmony throughout the community.
b. Respectful behavior is required at all times. Yelling, shouting, profanity, harassment, bullying, intimidation, pestering, badgering, and physical contact will not be tolerated toward staff, vendors, guests, or other residents.
c. The Association enforces a zero-tolerance policy for aggressive, profane, harassing, or abusive conduct—whether in person, in writing, or via electronic communication. Violations will be referred to the Board of Directors for review and appropriate action.

11.2 Behavior in Common Areas

a. Running, jumping, and horseplay are prohibited in all common areas and amenity spaces.
b. Proper attire must be worn at all times in common and amenity spaces. See **Section 6 – (Attire) for detailed requirements on proper attire.**

11.3 Cleanliness & Safety

a. All persons must maintain cleanliness in the common elements. Trash, recyclables, boxes, dishes, cutlery, foods, beverages, towels, paper and plastic products, and spills must be cleaned immediately after use.

b. Disposal of sharps and hazardous items (razors, needles, syringes, etc.) must be in puncture-resistant containers before disposal. These items may never be discarded loosely in chutes, bins, recycling containers, or common receptacles. Violators may be fined and held liable for any injury or damage caused.

11.4 Odors & Nuisances

a. Strong odors from cooking, smoking (cigars, cigarettes, marijuana, hookahs, vape pens), chemicals, or waste must be contained within the unit. Odors may not permeate other units or common elements, including through balconies.

b. Food and beverage service or catering operations conducted from common elements, in compliance with applicable laws, are permitted and not deemed a nuisance. By purchasing a unit, owners acknowledge that such operations may create incidental odors, noise, or disturbances.

11.5 Silent Hours

a. Owners, residents, guests, visitors, and contractors must observe silent hours daily between 10:00 p.m. and 9:00 a.m.

b. Excessive or unreasonable noise is prohibited. **See Section 24 (Noise) for full standards, construction hours and enforcement provisions**.

11.6 Construction & Repairs

a. Construction activity hours (including remodeling) is permitted Monday–Friday, 9:00 a.m. to 5:00 p.m.

b. No construction or noisy repair work is permitted on Saturdays, Sundays or nationally recognized holidays. A list of Town of Bay Harbor Islands government holidays will be communicated to all residents.

11.7 Photography & Recording

a. Professional recording and photo shoots (lighting, staging, photographers, videographers) are prohibited in the common elements and amenities without prior written Association approval.
b. Residents may use personal devices (cell phones, tablets) for casual photos and videos, provided they are for personal use only, do not disturb others, and do not capture others without their express permission.
c. For resale or lease purposes, stock photos of common areas are available on the Association's website.

11.8 Legal Compliance

a. All persons on Condominium property must comply with federal, state, and local laws, as well as the governing documents of the community.

12. **COMMON ELEMENTS OF THE CONDOMINIUM**

12.1 Use of Common Elements

a. Common elements are for the exclusive use of members, tenants, their families, and guests.
b. A maximum of six (6) guests per unit may accompany a registered resident in common element areas, unless otherwise reserved or posted. In the Fitness Center, the limit is two (2) guests per unit.
c. Sidewalks, entrances, lobbies, hallways, and similar areas must remain unobstructed and may only be used for ingress and egress. Carts, bicycles, carriages, chairs, tables, or other objects may not be stored in these areas except in designated locations.

12.2 Deliveries & Construction Personnel

a. All delivery, moving, and construction personnel must use an assigned elevator.

12.3 Pets in Common Elements

a. Pets must be kept on a short leash not exceeding six (6) feet and under control at all times when in the common elements or designated areas. Owners are responsible for controlling their pets to prevent damage or injury.

12.4 Liability for Damages

a. Residents are financially responsible for any damage to the building or property caused by themselves, their family members, guests, pets, visitors, or contractors. This includes but is not limited to defacing or engraving walls, floors, elevators, or other Association property.

13. **DEFAULT IN PAYMENT OF ASSESSMENTS FOR COMMON EXPENSES**

13.1 Late Payments

a. Assessments and installments not paid within ten (10) days of the due date will accrue interest at the highest lawful rate per annum from the due date until paid. A late fee will also apply, not to exceed the greater of $25.00 or five percent (5%) of the delinquent installment.

13.2 Liens & Collection Remedies

a. If a Unit Owner fails to pay assessments or other charges, the Association may record a lien against the Unit. The lien will remain until the debt is satisfied or otherwise resolved and secures all unpaid amounts, including future charges, interest, late fees, legal fees, and collection costs.

b. The Association may take legal action to collect, including foreclosure or lawsuit.

c. If a Unit Owner defaults on an installment, the Board or its agent may accelerate the remaining balance of that fiscal year's assessments. This requires thirty (30) days' prior written notice and a recorded lien. The full balance becomes due on the date specified, provided that date is at least five (5) days after hand delivery or ten (10) days after certified mailing of the notice.

13.3 Suspension of Rights for Delinquency

a. If a Unit Owner is more than ninety (90) days delinquent in paying any monetary obligation:
    1. The Association may suspend the Unit Owner's, occupant's, licensee's, or invitee's right to use common elements, common facilities, or other Association property until paid.
    2. This suspension does not apply to Limited Common Elements for that Unit, common areas necessary for access, utilities, parking spaces, or elevators.
        ii. If the delinquency exceeds $1,000.00 and lasts more than ninety (90) days, the Association may also suspend the Member's voting rights after providing thirty (30) days' written notice.

13.4 Tenant Rent Application

a. If a Unit Owner is delinquent, the Association may demand in writing that the tenant pay subsequent rents directly to the Association until the debt is paid in full.
b. The Association must provide receipts upon request. Tenants are immune from claims by the Unit Owner for rent paid to the Association after demand. The tenant's liability cannot exceed the rent due to the landlord, and the landlord must credit the tenant for any rent paid to the Association.

14. **DOOR STANDARDS, DECORATIONS & CORRIDOR CONDUCT**

14.1 Door Locks & Appearance

a. Corridor entry doors may not be altered from their original design, except for locks. The interior side of entry doors may be repainted without Association approval.
b. Locks will generally be approved if they match the door hardware in color and scale. Unit Owners must provide the Residential Office with a copy of the key for emergency access and are responsible for keeping this copy updated.

14.2 Door Decorations

a. Unit Owners may display a religious object on the mantel or frame of the door, not exceeding 3 inches wide, 6 inches high, and 1.5 inches deep.
b. No other items may be affixed, attached, hung, displayed, or placed on exterior doors.

14.3 Corridor Rules

a. No personal items (e.g., mats, shoes, luggage, bicycles, packages, or deliveries) may be left or stored in corridors. These areas must remain clear for ingress/egress. **See Section 19 (Ingress/Egress) for full requirements on passageways and cart use.**
b. Refuse, recyclables, or bulk trash may not be staged in corridors. **See Section 38 (Recycling & Refuse Disposal) for detailed disposal requirements.**
c. For the privacy and comfort of all residents, **video doorbells or any door-mounted recording/surveillance devices are strictly prohibited** on unit doors or in **any location that records or monitors activity in corridors or hallways. These areas are considered semi-private common spaces where residents have a reasonable expectation of privacy.**

15. **DRONE USE & ARIEL PHOTOGRAPHY RESTRICTIONS**

15.1 Drones

a. Operating drones are prohibited within, surrounding, or above La Baia Condominium, including but not limited to private residential spaces (which includes launching and landing from resident balconies) without the approval of the Board of Directors and subject to FAA and local regulations.
b. Drone based photography/videography, and all other commercial photography are prohibited within or around the La Baia Condominium without prior Board approval.

16. **ELEVATOR USE**

16.1 MOVE-IN/MOVE-OUT (MIMO), Construction Vendors, and Delivery Use

a. Residents, owners, and tenants must reserve an elevator with the Concierge Desk Ambassador prior to any move-in, move-out, or delivery of large/bulky items (other than hand-carried bags or small packages). Advance notice allows the Association to coordinate with other residents.

b. Elevator pads must be installed by the Association to protect the elevator walls and floors during use. Any damages to elevators, corridors, doors, flooring, or other common elements caused by a Unit Owner, their guests, invitees, or contractors will be the sole financial responsibility of that Unit Owner.

c. If the resident is not present for deliveries or moves, prior arrangements for unit access must be made by the Resident with an authorized representative (not Association staff).

d. If the designated delivery elevator is out of service, the Residential Office may assign an alternate elevator for temporary use, subject to occupancy and resident impact.

16.2 Passenger Elevators

a. Passenger elevators are reserved for the exclusive and uninterrupted use of residents and lawful visitors. Elevators may not be unnecessarily held open or obstructed.

b. In the event of a fire, all residents must use the stairways; the use of the elevator is strictly prohibited.

17. **EMPLOYEE RELATIONS**

17.1 No person may verbally or otherwise abuse any Association employee.

17.2 All employees are under the supervision of the Residential Office; residents, guests, and others may not reprimand, discipline, or direct an employee to leave the property.

17.3 Any concerns regarding employee conduct, including discourteous or delayed service, must be reported directly to the Residential Office.

18. **FIREWORKS/FLAMMABLE SUBSTANCES**

18.1 Fireworks are strictly prohibited anywhere on Association property.

18.2 Flammable, combustible, or explosive fluids, chemicals, or substances may not be kept in any Unit, balcony, storage area, or common element, except for reasonable quantities of customary cleaning supplies. Any spills or suspicious liquids must be reported to the Residential Office immediately.

18.3 Materials used during construction, renovation, or interior design—such as paint, solvents, adhesives, and similar substances—must be promptly removed from the property upon completion of the work. These materials may not be disposed of in trash chutes, trash rooms, dumpsters, or common areas. Disposal must comply with all applicable local, state, and federal hazardous waste regulations. Failure to comply may result in fines and/or enforcement action by the Association.

19. **INGRESS/EGRESS & CART USE**

19.1 Sidewalks, entrances, lobbies, hallways, and other passageways must remain unobstructed and may only be used for ingress and egress.

19.2 Emergency ingress and egress passageways must remain completely clear at all times. **See Section 14.3 for corridor storage prohibitions**.

20. **IMPROPER CONDOMINIUM USE**

20.1 No improper, offensive, hazardous, or unlawful use may be made of the Condominium or Association Property, or any part thereof. All valid laws, zoning ordinances, and regulations of governmental bodies with jurisdiction must be observed at all times.

20.2 Any violations must be corrected by, and at the sole expense of, the party responsible for maintaining or repairing that portion of the Condominium Property, as set forth in the Declaration.

20.3 Notwithstanding the foregoing and any provisions of the Declaration, Articles of Incorporation, or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this **Subsection 17.7 of the Declaration.**

21. **UNIT LEASING POLICIES & PROCEDURES**

21.1 Leasing Restrictions

a. Only entire Units may be leased; partial-unit rentals are prohibited.

b. All leases require prior written approval of the Association, which will not be unreasonably withheld. Each lease must be in writing and provide that the Association may terminate the lease if the tenant defaults under the Declaration, Articles, By-Laws, or other governing documents.

c. An Owner may not lease their Unit if delinquent in assessments or if fines are outstanding.

d. Leases must be for a minimum of three (3) months and are limited to two (2) leases per Unit per calendar year. Any application for a shorter term or a third lease within a year will be automatically denied.

e. Short-term, transient, or hotel-type leasing or occupancy of Units, including rentals facilitated through online or digital platforms such as Airbnb, VRBO, or similar services, is prohibited and shall be enforced in accordance with the minimum lease term requirements set forth in the Declaration.

21.2 Lease Application Requirements

a. All proposed leases must be submitted at least thirty (30) days before the start date. Tenants may not occupy the Unit until written approval is issued, the required deposit is paid, and tenants are registered with the Association.

b. Owners must provide a security deposit equal to one (1) month's rent, held by the Association in escrow, to protect against damage to the common elements.

c. Executed lease agreements and any supporting documentation required by the Association must accompany the application.

d. Applications must be completed through the Association's background check provider. A $150 non-refundable fee applies per applicant. Additional applicants over 18 (other than spouses or parent/child dependents) require a separate $150 fee.

21.3 Additional Requirements

a. Lessees must obtain renter's insurance with minimum coverage of $500,000 liability and $500,000 property damage. Proof must be filed with the Residential Office prior to moving in.
b. All pets must be registered with the Association. Pet rules must be followed as outlined in **Section 30 – Domestic Pets**.
c. Lessees may not sublet their Unit or any portion thereof.
d. During the lease term, tenants have exclusive rights to use Association property and common elements; owners relinquish these rights unless the tenant consents in writing.
e. Storage rooms **may not be leased separately** from their assigned Unit.
f. Keys or access control devices may not be left with the Association for third-party pickup at the Concierge Desk or Residential Office.

22. **MAILBOXES AND US MAIL SERVICE**

22.1 Mailbox keys are the sole responsibility of the Unit Owner. Association staff will not hold or maintain mailbox keys and does not have access to individual mailboxes.

22.2 If mailbox keys are lost or stolen, it is the responsibility of the Unit Owner or tenant to arrange for replacement and scheduling of new keys directly with the post office.

22.3 Each Unit Owner must provide the Residential Office with the mailing and/or email addresses where the Owner, tenant, and/or permitted occupant wishes to receive official notices.

22.4 **It is the Unit Owner's responsibility to keep all mailing and contact information current with the Association.**

23. **MOVE-IN | MOVE-OUT (MIMO) & DELIVERIES**

23.1 A move-in or move-out is defined as four (4) or more elevator trips. Reservations are limited to one (1) move per day, per tower. Hours are Monday–Saturday, 9:00 a.m.–6:00 p.m., excluding Sundays, holidays, and holiday weekends. Moves may not begin after 3:00 p.m. and must conclude by 6:00 p.m.

23.2 All moves must be scheduled with the Residential Office at least seven (7) business days in advance and are handled on a first-come, first-serve basis. Residents must submit the completed Move-In/Move-Out Policy Acknowledgment and Reservation Form, including the name of the moving company.

23.3 A refundable $1,500 security deposit is required to reserve an elevator. The Association may deduct repair costs for any damages before returning the deposit.

23.4 Moving companies must provide proof of license and insurance in compliance with Association requirements. No mover will be admitted without a Certificate of Insurance (COI) on file and approved.

23.5 Moving trucks, vans, or freight liners that arrive unscheduled will be turned away. Vehicles with more than four axles are not permitted.

23.6 Movers may not block ingress/egress or store items in doorways, hallways, or vestibules. All furniture must be wrapped, and dollies/handcarts must have padded bumpers.

23.7 Vehicles must not block entrances, impede traffic, or remain idling. Once unloading is complete, vehicles must be removed from the loading dock.

23.8 Upon completion, all debris, cardboard, and packing materials must be removed. The area used must be cleaned, and Association personnel will inspect the elevator and hallways before approving deposit return.

23.9 Deliveries of medical equipment may be made at any time but must be prearranged with the Concierge Desk Ambassador to ensure access.

23.10 Unit owners/residents are fully responsible for the conduct of their movers, contractors, and delivery personnel. They are liable for any damage caused during the move and must reimburse the Association for repairs, with the option to seek reimbursement from their mover directly.

24. **NOISE**

24.1 Silent Hours are from 10:00 p.m. to 9:00 a.m., in accordance with Town of Bay Harbor Islands ordinances. Excessive or unreasonable noise within Units or Common Elements is prohibited at all times, and especially during Silent Hours. This includes but is not limited to loud electronics, music, parties, yelling, or any disturbance that interferes with the peaceful use of the property by others.

24.2 Unit Owners and residents are responsible for abating noise transmission. Radios, televisions, musical instruments, and other devices must be kept at a minimal volume during Silent Hours. Unnecessary noise of any kind should be avoided.

24.3 Construction, carpentry, and remodeling work inside Units is permitted only Monday through Friday between 9:00 a.m. and 5:00 p.m. No such work is allowed on Saturdays, Sundays, or nationally observed holidays/holiday weekends, consistent with Town ordinances.

24.4 Amenity areas are intended solely for personal leisure and recreation. Business-related activities and recording/content creation of any kind are prohibited unless the area has been privately reserved through the Residential Office. Prohibited activities include but are not limited to phone or video calls, virtual training sessions, meetings, podcasting, social media content creation, use of tripods, microphones, or similar equipment, and receiving clients.

24.5 Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, acknowledges that sound transmission in a multi-story building is difficult to control. Noises from neighboring Units or mechanical equipment may be heard, and the Association makes no warranty as to soundproofing or sound transmission levels. By accepting a deed, each Owner waives and releases any claims for damages resulting from sound transmission.

25. **NUISANCES**

25.1 No nuisances, as defined by the Association in its sole discretion, shall be permitted on the Condominium or Association Property. A nuisance includes any activity, odor, sound, or condition that unreasonably interferes with the peaceful possession, comfort, or proper use of the property by others. Activities permitted by the Declaration shall not be considered nuisances unless they exceed lawful noise, odor, or safety limits.

25.2 The Board of Directors has sole discretion to determine what constitutes a nuisance.

25.3 At a minimum, nuisance activities and behaviors include but are not limited to:

a. The storage or existence of any item, property, or thing that will cause a Unit, the Limited Common Elements, and/or the Common Elements to be damaged or appear unclean, untidy, or unkempt, or unsightly; creates a fire or smoke hazard; or creates disturbing sounds.

b. Use of the Common Elements or Limited Common Elements (including, but not limited to, Storage or Bicycle rooms) for business/non-residential purposes, including but not limited to monetized use of such areas for social media/influencing; marketing; and manufacturing/selling goods, products, and/or services.

c. No substance, thing, or material shall be kept on any portion of the Units, or any Limited Common Elements (including, but not limited to, Storage or Bicycle Rooms) appurtenant thereto that will emit foul or noxious odors, cause any visual disturbance, or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Units, the Common Elements, and/or neighboring properties.

d. Excessive noise or vibration amplifying devices many not unreasonably disturb other Unit Owners, occupants, tenants, guests, or neighboring properties. See **Section** 24 for Silent Hours and construction restrictions.

e. Unit Owners, occupants, tenants, and guests are prohibited from posting or distributing flyers, advertisements, circulars, or similar materials anywhere on the Condominium or Association property, unless prior approval has been granted by the Board of Directors.

25.4 Pets are permitted pursuant to the Governing Documents, provided they do not create nuisances such as noise, odor, or safety risks. Pets must be leashed in Common Elements and may not be tied to balconies or other structures. The Board may require removal of a pet deemed a nuisance.

25.5 Offensive decorations or signs, as determined in the sole discretion of the Board, are prohibited.

25.6 Smoking (including cigarettes, cigars, vaping devices, and electronic cigarettes) and the use of illegal drugs are prohibited in all Common Elements, including elevators.

25.7 Seasonal residents must replace fire alarm batteries before leaving to prevent nuisance alarms and reduce safety risks.

25.8 Noise from ongoing or future construction within or around the Condominium is expected and does not constitute a nuisance. Association, Developer, and neighboring property owners are not responsible for such conditions.

26. **OCCUPANCY**

26.1 Units must comply with governmental occupancy regulations and may only be used for residential purposes and limited home office use. Home offices are permitted only if they comply with applicable laws, are not staffed by employees, do not receive clients/customers, do not increase visitor traffic, and do not involve excessive business-related package deliveries.

26.2 Units, Limited Common Elements, Common Elements, Storage Rooms, or any other portion of the property may not be used for commercial, non-residential, or construction-related purposes, except as expressly permitted in the Declaration, By-Laws, Articles of Incorporation, or these Rules.

26.3 Acceptance of a deed, lease, or occupancy of a Unit constitutes automatic adoption and ratification of the Declaration, Articles, By-Laws, and Rules and Regulations of the Association (as amended from time to time), including any appointments of attorneys-in-fact contained therein.

26.4 Large gatherings in individual Units must comply with governmental occupancy regulations and with the Association's Visitor Guidelines.

26.5 Guests staying longer than fourteen (14) nights must be registered as Permanent Visitors. Screening and approval may apply. **See Sections 46–47 (Visitor Categories & Registration) for full visitor classifications and procedures**.

27. OPEN HOUSES & UNIT SHOWINGS

27.1 No Owner, resident, or broker may host an "open house" or similar event designed to attract multiple prospects at once for the sale or lease of a Unit, unless specifically approved by the Association. Requests require at least two (2) weeks' advance notice, and additional staffing fees may apply.

27.2 Broker-hosted open houses, including multi-unit tours or caravan showings, are strictly prohibited. All showings must be conducted by private appointment only.

28. PACKAGE DELIVERY

28.1 A **Parcel Receipt Authorization Form** must be completed and on file in the Residential Office before Association staff may receive or sign for resident packages. This form is completed during New Owner Orientation. All packages received are logged, and residents are notified via the Resident App.

28.2 Staff cannot accept perishable items. For security, residents are encouraged to schedule deliveries of valuables (e.g., jewelry, artwork, furs) only when they are available to receive them personally.

28.3 Furniture and oversized deliveries must be scheduled with the Residential Office in advance and accompanied by completed Delivery Forms.

28.4 Such deliveries are permitted only Monday through Saturday, between 9:00 a.m. and 6:00 p.m. Deliveries are not permitted on Sundays, holidays, or holiday weekends.

28.5 Packages are kept in a secure location for resident pickup. If requested, Concierge staff may deliver packages to a Unit, but only if a signed Liability Waiver is on file and the resident is home to receive the delivery.

28.6 Packages may not be left in hallways outside Units. Oversized or bulk items cannot be stored indefinitely and may be returned to the sender if they create an administrative burden on the Association.

29. **PERSONAL SERVICES**

29.1 Residents may not request special services, personal errands, or private use of Association equipment or furnishings beyond what is ordinarily available.

29.2 All Association personnel are under the supervision of the Residential Office. No resident, guest, or owner may attempt to order, reprimand, discipline, or direct employees, nor request that they leave the property for any purpose.

29.3 Employees of the Association may not hold outside employment or contractual relationships that create ongoing or recurring conflicts of interest, or that interfere with the full and faithful discharge of their duties.

30. **DOMESTIC PETS**

30.1 In addition to the requirements set forth in the **Declaration**, pets are subject to the following restrictions:

a. All pets must be registered with the Association. As part of the registration, the Association may require veterinary records, vaccination records, and photographs of the pet.

b. No livestock (goats, potbelly or other pigs, cattle, horses, etc.), reptiles or poultry of any kind shall be raised, bred or kept on or in any Residential Unit or common elements.

c. Any breed or animal prohibited by law or deemed dangerous or a nuisance by the Board of Directors, may not be kept on the property.

d. Pets must not create a nuisance to others, including excessive barking, whining, aggression, lunging, or other disruptive behaviors.

e. Residents, guests, and vendors are responsible for immediately cleaning and properly disposing of pet waste. Failure to do so is deemed a nuisance, and the Association may charge for cleanup costs.

f. Pets may not relieve themselves in or around the valet areas, building entrances, amenity areas, residential elevators or corridors, balconies, Lobby, or any seating areas. Pets must only use designated walking areas, city sidewalks, or greenery.

g. Pets must be attended at all times, under adult control, and leashed on a leash no longer than six (6) feet. Pets may not be left unattended on balconies, patios, or lanais.

h. Pets are not permitted in the pool deck areas or Fitness Center, except for approved Emotional Support Animals. **See Section 31 for ESA exceptions; see Section 32 for full pool deck rules.**

i. Unit Owners are responsible for all damages caused by their pets or the pets of their visitors, including damage to landscaping, common elements, or limited common elements.

j. The Association may perform necessary repairs, deodorizing, or cleaning and charge the responsible Unit Owner or resident.

k. Guests may bring pets onto the property and into Units, provided they follow all rules. The hosting Resident is responsible for ensuring compliance and covering any damages.

31. **EMOTIONAL SUPPORT ANIMAL - ESA**

31.1 An Emotional Support Animal (ESA) is an assistance animal prescribed by a licensed healthcare professional to alleviate symptoms of a psychological impairment. ESAs are not pets and are not considered service animals under the ADA.

31.2 ESAs do not require formal training and may be any type of animal, though most commonly dogs or cats. A valid ESA letter from a licensed mental health professional or physician is required. ESAs are not required to wear a tag or harness.

31.3 Residents with registered ESAs may bring them into amenity areas, including pool decks, provided they remain on a leash and under adult supervision at all times.

31.4 ESAs are permitted on the Splash Pad under leash and adult supervision.

31.5 Per Florida Health Code, no pets, including ESAs, are allowed inside swimming pools.

32. **ROOFTOP POOL DECK AMENITIES**

32.1 All persons use the pool, spa, splash pad, and pool deck at their own risk. There is no lifeguard on duty. The Association is not responsible for accidents, injuries, or losses. Accidents or injuries must be reported immediately to the Residential Office. All posted pool rules must be obeyed.

32.2 Hours of Operation

a. Pool: Dawn to Dusk (no night swimming).
b. Splash Pad & Kids' Area: 9:00 a.m.–10:00 p.m. daily.
c. Pool Deck: Dawn–10:00 p.m. daily (subject to Board discretion).
d. Spa: Dawn–10:00 p.m. daily.
e. The Association may close the Pool Deck at any time for safety, emergencies, or severe weather.

32.3 Showering is required before entering the pool or spa.

32.4 Appropriate swim attire is required at all times; nude or topless sunbathing/swimming is prohibited.

32.5 Infants/toddlers must wear swim diapers with waterproof covers. An adult must supervise at all times.

32.6 Excessive noise, shouting, loud music, or disorderly conduct is prohibited. Music, calls, and audio must only be played through personal headphones.

32.7 Running, jumping, horseplay, splashing, or disruptive games are not permitted, except in the Splash Pad.

32.8 Physical games such as frisbee, soccer, football, or ball throwing are prohibited.

32.9 Scooters, rollerblades, skateboards, bicycles, and other mechanical devices are not permitted.

32.10 Diving is prohibited.

32.11 No toys, rafts, floats, or surfboards are permitted in the pool, splash pad, or spa. Flotation devices are permitted only for non-swimming children under five (5), who must always be accompanied in the water by an adult.

32.12 Children under 16 must be accompanied by an adult while using the pool, splash pad, or deck. Children under five (5) are prohibited from using the spa.

32.13 No food is permitted within six (6) feet of the pool, splash pad, or spa.

32.14 Glass, ceramic, and porcelain containers or tableware are prohibited.

32.15 All trash must be placed in designated receptacles. Nothing may be thrown into the pool, spa, splash pad, or off the rooftop deck.

32.16 Smoking and vaping are prohibited in all Pool Deck Areas. **See Section 25.6 for the Association-wide prohibition in all Common Elements.**

32.17 Each Unit is limited to six (6) guests in the pool area.

32.18 Towels must be placed on chairs/lounges and removed when leaving. Unattended items left for more than one (1) hour may be removed, and seating made available to others. The Association is not responsible for unattended or removed items.

32.19 Pool furniture may not be moved or removed, except by staff.

32.20 Pets are not permitted in the Pool Area, except registered ESAs. **See Section 31 for the ESA Animal Guidelines.**

32.21 Umbrella use may be suspended during high winds at the Association's discretion.

32.22 Residents are responsible for damages caused by themselves, guests, or visitors.

32.23 Association staff have full authority to remove any person who fails to comply with these rules or engages in inappropriate conduct.

33. **FITNESS CENTER AND REFLECTION LAWN USE**

33.1 General Use

a. All persons using the Fitness Center or Reflection Lawn do so at their own risk.
b. Hours: Fitness Center is open 24 hours daily. Reflection Lawn is open Dawn to 10pm daily.
c. Guests must be accompanied by a Resident at all times. A maximum of two (2) guests per Unit are permitted.
d. Persons under 13 are not permitted in the Fitness Center. Ages 13–16 may use it only with adult supervision (18+).
e. Animals are prohibited in both areas (**except ESA animals per Section 31**).

33.2 Attire & Hygiene

a. Proper fitness attire is required, including shirts and closed-toe athletic shoes (no bare feet). Bare feet are only permitted on the Reflection Lawn during yoga.
b. All users must wipe down equipment before and after use with the sanitary wipes provided.
c. No food is allowed; only beverages in non-glass containers are permitted.

33.3 Conduct & Equipment Use

a. Equipment must be used only as intended and returned to its proper place after use.
b. Dropping weights is prohibited.
c. Equipment use is limited to 45 minutes during peak times. Reserving machines with personal items is not permitted.
d. Excessive noise, shouting, or loud exertion sounds are prohibited. Conversations (phone or in person) must be kept quiet and require the use of personal headphones.
e. No speakers, amplifiers, or sound devices are allowed except with headphones.
f. Virtual training is permitted if headphones are used. Tripods are not permitted.

g. Recording, photography, live streaming, or content creation for social media is strictly prohibited.

33.4 Trainers & Instructors

a. Residents may bring personal trainers or yoga instructors, subject to Association approval.

b. Trainers/instructors must:

1. Provide a valid certificate of insurance (general liability & worker's comp) naming the Association as additional insured, plus proof of certification.
2. Attend a mandatory "Train the Trainer" orientation and sign an acknowledgement of Rules & Regulations.
3. Be accompanied at all times by the Resident they are training; trainers may not remain once the Resident leaves.
4. Train only Residents and no more than two (2) Units at a time.
5. Yoga instructors may lead sessions for up to five (5) Residents at a time on the Reflection Lawn.
6. Residents who are fitness/yoga professionals may not train non-resident clients on the property.
7. The Association reserves the right to deny or revoke trainer/instructor access at any time.

34. **MARINA – BOAT SLIPS**

"Marina" means any parcel of submerged land located adjacent to the Condominium which is subject to a Marina Lease. The tenant's interest in the Marina Lease shall be deemed Association Property. The Marina is NOT part of the Condominium Property, and nothing herein shall be deemed to grant to the Owners any rights in or to the Marina other than as are expressly granted in this Declaration (and all such rights shall be subject to and governed and restricted by the terms of the Marina Lease) and in the Marina Lease.

34.1 The Association is responsible for all obligations related to the Marina, and associated costs are deemed Limited Common Expenses, allocated equally among Units with licensed Boat Slips.

34.2 Use of the Association's community boat slip must be **reserved at least twenty-four (24) hours in advance** through the Residential Office or designated management platform.

a. Reservations are accepted on a **first-come, first-served basis**, subject to availability. Same-day or unscheduled use is not permitted and may result in a fine.

b. Failure to reserve in advance may result in denial of access to the boat slip and/or disciplinary action in accordance with Association Rules and Regulations.

c. Residents are responsible for ensuring that all vessels utilizing the slip are properly registered, insured, and comply with all applicable safety and environmental regulations.

34.3 Each Boat Slip licensee is responsible for:

a. Utility Services – All charges (electric, water, sewer, gas, etc.) that are separately metered or sub-metered.
b. Dock Area Maintenance – The general cleaning/upkeep of the immediate dock area.
c. Slip-Specific Equipment – Installation, maintenance, and replacement of any equipment serving only that Slip (e.g., boat lifts, utility boxes, storage boxes).
d. Insurance – Coverage for the Slip, all equipment, and personal contents.
e. Vessel-Related Costs – All expenses associated with any Vessel stored in the Boat Slip, including dinghies or other watercraft.

34.4 Marina use and upkeep must comply with all approvals, zoning, and applicable Town, County, State, and Federal laws.

34.5 Vessels permitted: leisure or recreational, self-propelled, seaworthy motorboats or watercraft (including dinghies).

34.6 Vessels prohibited: houseboats, floating homes, barges, seaplanes, commercial vessels, or any vessel not approved under the Marina Approvals.

34.7 Each Vessel must fit entirely within its assigned Slip; no overhangs are permitted.

34.8 Units with Boat Slip licenses must pay an additional monthly fee toward Marina-related expenses, as outlined in the Declaration and Bylaws.

34.9 A Boat Slip licensee may sublicense their Slip to another Unit Owner or resident, provided:

a. The sublicense transfers exclusive use for a limited period.
b. The sublicensee complies fully with the Declaration and Rules.
c. Both licensee and sublicensee are jointly liable and must indemnify the Association and others for negligent or intentional acts.
d. The sublicense is subject to Association approval, in an approved form, and may be terminated by the Association with 7 days' written notice for violations or delinquency.

34.10 Each licensee must maintain liability insurance with at least $1,000,000 per occurrence for bodily injury and property damage (adjustable by the Association as commercially reasonable).

34.11 Policies must list La Baia Condominium Association, KW Property Management & Consulting, LLC, and the Developer (while still an owner) as additional insureds, be primary/non-contributory, and cover all vessel and Slip operations.

34.12 Neither the Association, Board, nor Developer is obligated to monitor or enforce insurance compliance.

34.13 Licensees and sublicensees indemnify and hold harmless the Association, Developer, and management from all claims, losses, damages, theft, vandalism, or destruction of vessels or contents, except in cases of gross negligence or willful misconduct by the Association.

34.14 The Association may, at its discretion, inspect any Vessel for seaworthiness, cleanliness, safety, compliance with laws, and fit within its Slip.

34.15 The Association may remove non-compliant vessels at the owner's expense.

34.16 Owners indemnify the Association from losses or damages arising from inspections or removals, except in cases of gross negligence or willful misconduct.

34.17 Guests and visitors are not authorized to dock their boats at a resident's slip.

34.18 Anything herein to the contrary notwithstanding, the Association may require a Boat slip licensee to temporarily use a different but substantially comparable Boat slip to permit the repair, redesign, modification and/or improvement of the Marina or any portion thereof.

34.19 Developer, for so long as it controls the Board, shall have the right to change or alter the design, layout, construction and appurtenances of the Marina and Boat slips and/or the right to expand and/or eliminate the Marina (or portions thereof), including the elimination of some of the Boat slips, provided that the Developer may not eliminate any Boat slip which has then been licensed.

34.20 Only pleasure and leisure vessels in seaworthy condition and capable of operating under their own power may be moored within the Marina.

34.21 Each Boat Slip may hold no more than one (1) primary vessel at a time; however, a dinghy or similar small auxiliary craft may be stored alongside the main vessel.

34.22 Vessel operators must comply with posted speed limits, all Marina navigation rules, and all local, county, state, and federal laws and regulations governing watercraft operation.

34.23 Live-aboards are prohibited. Vessels may not be used as residences, either temporarily or permanently, and overnight stays aboard are not permitted.

34.24 Slip licensees and sublicensees are solely responsible for properly mooring their vessels with lines maintained in good condition and strong enough to secure the vessel at all times. They must comply with all special mooring requirements or procedures issued by the Association or any applicable authority.

34.25 The Developer and/or Association may authorize police, U.S. Coast Guard, or other emergency vessels to moor at and use the Marina whenever deemed appropriate.

35. **STORM PREPAREDNESS AND VESSEL REMOVAL**

35.1 During hurricanes, tropical storms, or other high-wind events, all vessel owners are responsible for following safety precautions recommended by the National Hurricane Center, U.S. Coast Guard, the Association, or other applicable authorities. Precautions may include, but are not limited to, the removal of vessels from the Marina.

35.2 If a vessel sinks for any reason, the owner must remove it promptly. If not removed within three (3) hours, the Association may—but is not obligated to—arrange for removal and charge all related costs to the owner per **Subsection 18.4(f) of the Declaration.** Owners indemnify and hold harmless the Association, its agents, and employees for any resulting loss or damage, except in cases of gross negligence or willful misconduct.

35.3 Owners who plan to be away during hurricane season must:

a. Secure or remove their vessel and prepare their Boat Slip per Association standards.
b. Designate a responsible local contact (individual or firm) to care for the vessel and slip during storms.
c. Provide the Association with contact details (name, address, phone number) for this designated party.

35.4 Owners are liable for damage caused to Common Elements, Association Property, the Marina, other slips, or other vessels due to failure to secure or remove their vessel. While the Association may enforce these requirements, it is not liable for damages resulting from an owner's noncompliance.

36. SALE AND LEASE PROCEDURES

To protect the financial and physical security of the Association and its members, all sales, leases, and related activities must comply with the following rules, consistent with the Condominium Documents.

36.1 Unit Sale

a. Owners must complete all information requested in the Resale Guide (available on the Resident Website, Residential Office, or Concierge Desk) before any realtor may show a unit.
b. New Owners are required to attend an orientation session with Association staff prior to move-in, where Move-In | Move-Out procedures are reviewed.

c. Access fobs will be issued only after orientation and execution of the Rules & Regulations Acknowledgement.

36.2 Real Estate Agents

a. Owners must register all listing agents with the Residential Office and provide an executed Listing Agreement.
b. Listing agents must review and sign the Realtor Guidelines and submit a Realtor Access Authorization Form for themselves and any team members. Agents who are not on file will not be granted access.

36.3 Realtors must:

a. Register at the Concierge Desk upon arrival with legal ID.
b. Identify all visitors and accompany them at all times.
c. Provide their own keys for unit entry. The Residential Office and Concierge will not hold or release keys.
d. Unit owners are responsible for providing keys directly to their realtor. Association staff shall not unlock units for agents.
e. Open houses are prohibited unless specifically approved by the Association (minimum two weeks' notice; additional staffing fees may apply).
f. Showings are permitted Monday–Saturday, 9:00 a.m. to 5:00 p.m., with no more than five (5) persons (including agent) at a time.
g. To protect privacy and security, tours of amenity spaces require advance scheduling and should be accompanied by La Baia staff.
h. Realtors and sales agents are prohibited from taking photos, videos, or drone footage of Common Elements for listing purposes.

36.4 Unit Lease

See Section 21 – Unit Leasing Policies & Procedures – for full requirements including application timelines, lease minimums, renter's insurance, deposits, and tenant obligations.

The following additional rules apply:

a. Lease Applications must be submitted at least 21 days prior to the intended lease start date.
b. Executed lease agreements and supporting documents must be provided with the application. Written Association approval is required prior to occupancy.
c. All leases are deemed to include provisions requiring tenant compliance with all Condominium Documents. The Association may terminate or restrict tenant rights for violations.
d. During the lease term, the tenant, not the Owner, holds full use rights to Common Elements and amenities, unless waived in writing. Owner access devices will be deactivated during the lease.

36.5 Fees

For details on deposits and application fees related to leasing, see **Section 21.2.**

a. By and for a lessee - Prior to occupancy of the Residence:
    1. Unit owner shall collect from the Lessee and be required to place in escrow with the Association a **refundable security deposit equivalent to the sum of one (1) month's rent.** The owner shall be jointly and severally liable with the Lessee to the Association for any amount more than such a sum which may be required by the Association to affect any repairs. Such security deposit shall be administered in accordance with Part II of Chapter 83, Florida Statutes. Residence owner shall not be entitled to interest on the security deposit.
    2. Lessee must submit a refundable Move-In/Move-Out deposit of $1,500.

3. Lessee must pay non-refundable consumer report/application fee in the amount of $150 per applicant, other than husband/wife or parent/dependent child, which are considered one applicant.

37. **POLITICAL | RELIGIOUS FUNCTIONS**

37.1 The La Baia Condominium Association, Inc. may not be used for events, meetings, or functions connected to fundraising efforts for political or religious causes, whether past, present, or future.

37.2 The premises shall not be used for religious services of any kind.

37.3 To respect the diversity of our community and maintain impartiality, the Association shall not endorse, promote, or advocate for any political party, candidate, religious belief, or ideological position. From time to time, the Association may share **neutral, fact-based informational notices** with residents regarding local elections, town meetings, or civic matters that directly impact the community. These communications will be limited to information intended solely to inform and engage residents.

38. **RECYCLING AND REFUSE DISPOSAL**

38.1 The trash chute access is located on each floor. All trash must be bagged and tied securely before being inserted into a chute.

38.2 Oversized items, pizza boxes, hazardous materials, aerosol cans, sharp or medical waste, or loose items may not be placed in the chute.

38.3 Construction debris, mirrors, and glass are prohibited in Association trash containers. **Violations will result in Town fines, which will be charged to the responsible Unit.**

38.4 Oversized refuse (furniture, appliances, trees, plants, shelving, etc.) must be disposed of via the Town's **scheduled Thursday pickup service**. ***Items may not be staged earlier than Wednesday.***

a. Oversized refuse must be placed in the designated bulk trash area on the street adjacent to the property.

b. Contact the Concierge Desk Ambassador if you need assistance with the moving of oversized items to the collection spot.
c. Refuse may not be left in corridors, stairwells, amenity spaces, or outside chute doors. See **Section 14.3 for corridor conduct rules**.

38.5 Recycling must be placed in designated bins near trash chutes.

38.6 **Cross-reference:** For rules prohibiting storage of refuse in corridors, stairwells, or outside chute doors, see **Section 14 (Door Standards, Decoration, and Corridor Conduct).**

39. **SIGNS**

39.1 No sign, poster, artwork, display, presentation, billboard, or other advertising method or device shall be displayed to the public view on any portion of the common elements, balconies, or the La Baia Condominium, without the prior written consent of the Association, which may be withheld in its sole and absolute discretion.

40. **SOLICITATION**

40.1 Solicitors are not permitted in the building. If any resident is contacted by a solicitor on the Property, contact the Concierge Desk Ambassador immediately.

40.2 Door to door solicitation of any type is prohibited – i.e., door to door canvassing for charities, however worthy, is prohibited.

40.3 Association team members are authorized by the Board of Directors to distribute Association-approved material door to door, as necessary.

41. **STORAGE UNITS**

41.1 Storage Units are considered Limited Common Elements only when officially assigned to a Unit by the Developer or designated on Exhibit "2" of the Declaration. Storage Unit assignments are documented in the Association's official records.

41.2 After the initial assignment, Unit Owners may transfer their assigned storage space to another Unit by submitting a written transfer instrument to the Association.

41.3 Only the Unit Owner to whom a storage space is assigned may use it.

41.4 The Association is responsible for the general maintenance of the storage structure;

however, Unit Owners are responsible for the contents stored within their assigned space and must obtain their own insurance coverage if desired.

41.5 Unit Owners are liable for any damage, loss, or injury arising from their storage space use and must indemnify the Association, the Developer, and their representatives against any related claims.

41.6 Some storage units may be located below the federal flood plain and are therefore susceptible to flooding or water damage. Owners accept this risk upon assignment, and insurance costs for these units may be higher.

41.7 Storage units may not be used to store hazardous, perishable, or flammable materials. All items must be stored neatly and securely within the assigned space.

41.8 Personal property left in or on the storage facilities for six (6) months or more without payment of assessment fees may be sold or otherwise disposed of by the Association, with or without notice. Any proceeds shall belong to the Association.

42. **VEHICLES, AND REGISTRATION**

42.1 All residents must register their vehicles with the Association through the Residential Office. Each registered vehicle may be issued a decal by Association staff, which must be displayed and allows access to the Garage. No Unit shall receive more decals than the number of parking spaces assigned to that Unit.

42.2 Resident Vehicles must be registered with the Association within twenty-four (24) hours of the vehicle's arrival on the premises or the next business day, whichever occurs first.

42.3 All registered vehicles must display the identification and decals required by the Association.

42.4 Vehicles parked in the Garage must remain in operable condition (no flat tires, leaks, or major disrepair). Inoperable vehicles may not remain longer than 24 hours. **Major vehicle repairs are prohibited — see Section 7 for full rules on vehicle maintenance and restrictions.**

42.5 Excessive noise caused by or emanating from vehicles is not permitted at the Condominium, including in the driveways or the Garage. This includes, but is not limited to, the slamming of doors, racing of engines, use of horns (except for emergencies), and/or playing loud music**.**

43. **SUSPENSION OF COMMON ELEMENTS AND VOTING RIGHTS**

43.1 The Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest or resident, to use the common elements, common facilities, or any other Association Property for failure to comply with any provision of the Declaration, the By-Laws, or reasonable Rules of the Association. A suspension may not be imposed unless the Association first provides at least fourteen (14) days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee.

43.2 If a Unit Owner is more than ninety (90) days delinquent in paying a monetary obligation due to the Association, the Association may suspend the right of the Unit Owner, or the Unit's occupants, licensees, or invitees, to use the Common Elements, amenities, or any other Association Property until the delinquency is satisfied.

a. **See also Section 13 (Default in Payment of Assessments)** for suspension procedures relating to delinquencies.

43.3 The Association may suspend the voting rights of a member due to nonpayment of any monetary obligation due to the Association which is more than $1,000 and more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

a. **See also Section 13.3(ii)** regarding voting suspensions tied to delinquencies.

43.4 Exclusions: Suspensions imposed under this **Section** shall not apply to:

a. Limited Common Elements intended for use only by the Unit (e.g., assigned parking spaces, storage rooms).

b. Utility services to the Unit.

c. Common Elements needed to access the Unit (e.g., elevators, lobbies, hallways, ingress/egress routes).

44. **USE OF LUGGAGE, AND GROCERY CARTS**

44.1 Owners & residents are allowed use of the Associations luggage and/or grocery carts for a reasonable period of a time. Luggage and grocery carts are the property of the Association and must be returned after their use and should be available to all residents at all times.

45. **VIOLATIONS, NOTICES, & FINES**

45.1 A fine or fines may be imposed upon an Owner for failure of an Owner, his/her family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation, herein the Declaration, the By-Laws, or Rules and Regulations of the Association.

45.2 Procedures for Fining:

a. **Notice** - The Board must provide at least fourteen (14) days' written notice to the Unit Owner and, if applicable, any occupant, licensee, or invitee before imposing a fine.

b. **Hearing** - The violation shall be presented to a committee of at least three (3) members appointed by the Board who are not officers, directors, employees of the Association, or their immediate family members. The committee's role is limited to confirming or rejecting the fine by majority vote. If the committee does not approve, the fine cannot be imposed.

c. **Fines** - Fines may be levied up to the maximum permitted by law. No fine may exceed $100 per violation; however, continuing violations may be fined daily, not to exceed $1,000 in the aggregate.

d. **Violations** - Each incident of noncompliance constitutes a separate violation. Continuing violations may be treated as separate incidents after notice is given.

e. **Payment of Fines** - Approved fines are due within five (5) days after the committee's decision. Written notice of the fine or suspension will be mailed or hand-delivered to the Unit Owner and, if applicable, the tenant, licensee, or invitee.

45.3 **Reference** – Enforcement rights described here are cumulative of those outlined in **Section 49 (Acknowledgement),** which provides that fines are not the exclusive remedy and may be combined with other legal or equitable actions available to the Association.

46. VISITOR CATEGORIES AND GUIDELINES

The La Baia Condominium is a private and exclusive enclave, and all Residents are entitled to the peaceful possession and enjoyment of their Residences and amenity spaces. To preserve this exclusivity and ensure privacy, visitor access is subject to the following categories, rules, and limitations, which may be modified by the Board of Directors from time to time.

46.1 **General Visitors** are individuals who have one time or limited access to an Owner's Residence for social or service-related reasons. These visits are typically short-term and occasional, and the individuals are not staying overnight or residing in the unit. Examples include friends, co-workers, and day-time service vendors (e.g., plumbers, florists, Chefs, Rabbi's, Pastor's, etc.).

46.2 *General Visitors' Guidelines*

a. Must be pre-authorized by the Resident through the Concierge Desk Ambassador, with name and arrival time provided.
b. No fobs or access cards will be issued.
c. General visitors are not permitted to access amenity areas (such as the pool, gym, club room, etc.) unless they are accompanied by a Registered Resident.
d. General Visitor access is intended for short, limited-duration visits (e.g., a few hours).
e. Overnight stays require reclassification as a Temporary Visitor.
f. No background check required.
g. Residents are fully responsible for their conduct, including any damages or violations.

46.3 **Temporary Visitors** are individuals staying for a limited duration, generally not to exceed fourteen (14) consecutive days, unless otherwise approved in writing. Longer stays may require registration as a Permanent Visitor.

46.4 *Temporary Visitors' Guidelines*

a. Must be registered with the Residential Office prior to arrival.
b. Association staff will not provide unit access; Residents must supply their own keys.
c. Temporary visitors Must be accompanied by a Resident when using amenity spaces.

46.5 **Permanent Visitors** are individuals with ongoing access to a Residence but who are not registered residents. Examples include nannies, housekeepers, chefs, dog walkers, property managers, or family members who visit regularly or stay without the Resident present.

46.6 *Permanent Visitors' Guidelines*

a. Must be registered with the Residential Office via the Permanent Visitor Registration Form, including ID and access needs.
b. Background screening or Board approval may be required.
c. Permanent Visitors may be authorized to receive a unit key through the front desk or management office (if applicable), but Fobs or amenity access cards will not be issued unless the individual becomes a Registered Resident.
d. Permanent Visitors must always be accompanied by a Resident when using any amenity areas.
e. Permanent Visitors may access the unit and perform duties as designated by the Resident but are not permitted to host guests, use the unit as their residence, or represent the Resident in official condominium matters unless specifically authorized.
f. The Resident is fully responsible for the actions, behavior, and compliance of any Permanent Visitor they authorize.

g. Any misuse of access, disruption to residents, or violation of community rules may result in the immediate revocation of the visitor's privileges.
h. Residents must notify the Residential Office promptly of any changes to the Permanent Visitor's status, including termination of their services or relationship.
i. The Association reserves the right to revoke access for misuse, disruption, or safety/security concerns.

46.7 **Additional Visitor Guidelines**

a. Concierge Desk Ambassadors will confirm all visitor access with the Resident before entry.
b. Association Staff will not provide access to any residential unit and are not permitted to hold or distribute unit keys to visitors at the Concierge desk.
c. Visitors must provide valid government-issued ID upon arrival.
d. Residents may host up to six (6) visitors in amenity spaces, subject to temporary limits imposed during peak hours.
e. Gatherings of ten (10) or more in a Unit require at least forty-eight (48) hours' notice to the Association, including a full guest list for valet/staffing purposes. Related expenses will be billed to the Resident
f. Visitors may wait in the lobby seating area while awaiting the Resident.
g. Hosting visitors in private amenity spaces for events requires coordination with the Residential Office for rental and availability.

47. RESIDENT PROCEDURES FOR REGISTERING VISITORS

To maintain security and ensure proper tracking of all visitors, the following procedures apply to both Temporary and Permanent Visitors:

47.1 Authorization

a. Owners and Lessees must complete the **Residence Visitor Access Authorization Form** with the Residential Office or submit authorization via the Resident Mobile App or Website.

b. The type of visitor (General, Temporary, or Permanent) must be specified at the time of registration in accordance with **Section 46**.

47.2 Arrival & Check-in

a. Upon arrival, all Visitors must register at the Reception Desk and present valid government-issued identification (driver's license or passport).

b. Concierge Desk Ambassadors will verify pre-authorization with the Resident before granting entry. No visitor will be permitted to access residential floors without confirmation.

47.3 Access Control

a. Association staff are strictly prohibited from issuing ACDs or unit keys to Visitors. It is the sole responsibility of the Resident to provide unit keys directly to their authorized Visitors.

b. No fobs, access cards, or ACDs will be issued to General Visitors under any circumstances.

c. Permanent Visitors may receive recurring access authorization as outlined in **Section 46.6**, subject to screening and approval.

47.4 Prohibited Use

a. Short-term rentals (e.g., Airbnb, VRBO, or any exchange of money/services for access) are strictly prohibited.

b. Residents found engaging in unauthorized rental or access arrangements will be required to sign a legal affidavit and may be subject to legal action, including injunctive relief.

47.5 Resident Responsibility

Residents are fully responsible for the conduct, damages, or violations caused by their authorized Visitors. The Association reserves the right to suspend or revoke visitor access privileges for misuse, security risks, or rule violations.

48. ACKNOWLEDGEMENT

48.1 Every owner and resident 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 resident to 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, a fine or fines may be imposed upon an owner for failure of an owner, or such owner's family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration or By-Laws, provided that the procedures set forth in the Declaration for fining are adhered to. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. 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 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.

48.2 All Rules and Regulations shall apply to all owners, residents, visitors, vendors, and tenants even if not specifically so stated in portions hereof.

48.3 The statements contained herein are the only summary in nature. Unit owners should refer to all references, exhibits hereto, the sales contract, the Condominium Documents and the Residential Office for specific information.

LA BAIA

BAY HARBOR ISLANDS

ACKNOWLEDGEMENT AND ACCEPTANCE OF ASSOCIATION RULES & REGULATIONS

I / We hereby certify that a copy of the Rules & Regulations of the La Baia Condominium Association, Inc. has been provided to us.

I / We hereby agree for myself and on behalf of all persons who may use the Residence which I reside that we will abide by all the restrictions contained in the Governing Documents, By-Laws, Rules and Regulations, Condominium Documents, Declaration of Master Covenants and other restrictions of the La Baia Condominium Association, Inc.

Residence Unit#_____

EXECUTED: This _____ day of _____, 20 _____.

_____ _____

Owner Signature Print Name

_____ _____

Owner Signature Print Name