



Rules and Regulations



Fired Up:

7 Days a week: 7:00am – 1:00pm and 4:00pm – 10:00pm

Zumba: Mondays 6:00pm

Yoga: Wednesdays 6:00pm

Management Office: M – F 9:00am – 5:00pm / Ph. 786-621-3333

Front Desk available 24/7 – 305-403-1000

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I. ACCESS

- a. **Beach Access:** The access gate to the beach must remain locked at all times. Biometric access credentials are required for egress to beach and for ingress to property. Unauthorized persons are not allowed to enter the property at any time.
- b. **Building Access:** The Building may be accessed with biometric access credentials or through registration at the Front Desk. Brush off sand and dry off completely before entering the building from pool area. Wet floors can become very slippery and a safety hazard.
- c. **Glass Elevators:** Must not be used when dressed in Beach or Pool attire or walking with your dog. Please ride in the middle elevators.

II. ACCESS TO UNITS

The Association shall have the right to access each Unit and any Limited Common Elements from time to time during reasonable hours as may be necessary for pest control or other purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time by force, if necessary, to prevent damage to the Common elements, the Association Property or to a Unit or Units. In order to facilitate access to Units by the Association, it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units (or to otherwise make access available) to the Association for use in the performance of its functions. No Unit Owner shall change the locks to his or her Unit (or otherwise preclude access by the Association) without so notifying the Association and delivering to the Association a new set of keys (or otherwise affording access) to such Unit.

III. AIR CONDITIONING

All Unit Owners, whether or not occupying the Unit, shall periodically run the Unit's air conditioning system to maintain the Unit's temperature, whether or not occupied, at 78°F or less, to minimize humidity in the Unit. It is the Unit Owner's responsibility to keep their Unit clean, dry, well-ventilated and free of contamination. Unit Owners are responsible for the regular maintenance of their air conditioning system inside their units.

IV. ATTIRE

- a. No beach attire in glass elevators or front lobby.
- b. Shoes and shirts required in all common areas except the pool and 7th Floor terrace.
- c. Tops and bottoms required in the pool area.
- d. Brush off sand and dry off completely before entering the building. Wet floors can become very slippery and a safety hazard.

V. BALCONIES

- a. Cigarette butts must not be thrown from balconies.
- b. No hanging of towels or clothing in the railings.
- c. Pets are not allowed to stay in the balconies without supervision from their owners.
- d. Hurricane season (June 1st to November 30th) Residents must remove all furniture and plants if they are going to be absent for more than 3 days.



VI. BEACH CLUB

- a. Weather permitting; the lounge chairs and umbrellas will be set up by the beach attendant from 9:00 am to 5:00 pm daily within the southern half of the beach area behind our building.
- b. Umbrellas will be set up by the beach club attendant in designated areas. Umbrellas can only be moved from their determined location by the attendant.
- c. To safeguard the exclusivity of this amenity, access will be limited to unit owners in good standing with the Association. A guest, visitor or renter not registered in advance with the management office will not be allowed to use the amenity unless they are accompanied by the unit owner.
- d. The Association will allow amenity use in accordance with the number of bedrooms in each unit: Cabanas are entitled to 1 chair; 1-bedroom units are entitled to 2 chairs; 2-bedroom units are entitled to 3 chairs; 3-bedroom units are entitled to 4 chairs.
- e. Beach chairs and umbrellas will be available to unit owners and registered guests on a “first come, first serve” basis. No advanced reservations will be permitted.
- f. Umbrellas/lounge chairs that remain unoccupied for a period of 45 minutes or more may be assigned to another resident. This rule is to prevent monopolizing the use of the chair by leaving a towel or other personal object and return to their unit. The attendant will be vigilant to distinguish those who are away from their chair because they are swimming from those who are not. This policy will be relaxed during off-days when demand is low.
- g. Association or beach attendant will not be responsible for any personal items left unattended in the area.
- h. Equipment will only be available during hours when an attendant is on duty.
- i. The cushions on beach chairs must be covered with a towel. Residents must bring their own towels to the beach.
- j. In order to protect the integrity of the umbrellas and avoid bodily injuries that may be caused by blown away umbrellas, the use of the umbrellas will be temporarily discontinued when high winds exist. This decision will be at the sole discretion of beach operator.
- k. **All children under 12 years old must be accompanied by an adult.**

VII. BICYCLES

- a. Are to be stored in the garage at the bicycle racks.
- b. No bicycles are allowed in the common areas including the pool deck.
- c. All Unit Owners and/or Tenants may be required to obtain a bicycle identification decal from The Management Office.



VIII. BOARD MEETINGS

- a. If twenty (20%) of the voting interests petition the Board to address an item of business, the board, within 60 days after receipt of the petition, shall place the item on the agenda at its next regular board meeting or at a special meeting called for that purpose.
- b. Although Unit Owners are welcome to attend Board Meetings, they will be allowed to speak on each Agenda item only once and only when called upon by the President of the Board. Comments will be limited to a maximum of three (3) minutes, and only after the Board has made a motion, seconded it and opened the issue up for discussion. The Board for any meeting or Agenda item may suspend these rules.

IX. BBQ GRILLS

- a. BBQ Grills must be scheduled or reserved with the Front Desk prior to use.
- b. Only one BBQ Grill is permitted per reservation.
- c. Availability is subject to first come first serve and a reservation can only be for a maximum of 4 hours.
- d. No more than 12 people per reservation are allowed in the BBQ area at one time. No food or beverages allowed to be consumed elsewhere on the 7th floor lanai deck.
- e. Do not start the BBQ Grills; only Akoya staff is authorized to unlock & start grills.
- f. All residents are expected to clean up after themselves.
- g. It is not permitted to move the BBQ Grills from their intended location.
- h. The BBQ Grills are for the exclusive use of Akoya residents and their guests.
- i. The BBQ Grills must be attended at all times.
- j. No glassware is permitted in the BBQ area.
- k. Children must be supervised at all times.
- l. No one under 18 is permitted to operate the BBQ Grills.

X. CHILDREN

Children are the direct responsibility of their parents or guardians. This includes full supervision of children while they are in the Association common elements. Parents and guardians are responsible for ensuring their children are in full compliance with the Rules and Regulations. Any violations will result in fines and/or suspension of use rights which will be the responsibility of the parent or guardian. Children under the age of 12 must be accompanied at all times by a parent or guardian over the age of 18.



XI. ENFORCEMENT PROVISIONS

Each Unit Owner and occupant at the Association is governed by and shall comply with the terms of the Declaration, the By-Laws and these Rules and Regulations, as the same may be amended from time to time.

In addition to any other relief and/or remedies provided by law, the Association is entitled to levy reasonable fines and/or suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provisions of the Declaration, the Association By-Laws or these Rules and Regulations.

In the event of a violation, management will send the Unit Owner and tenant (if applicable) a notification setting forth the violation. The Board of Directors has the discretion to levy a fine and/or suspension of use rights. If a fine or suspension is levied, the Board shall provide at least 14 days' written notice to the unit owner and tenant (if applicable), with an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee.

The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not approve the proposed fine or suspension by a majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee hearing at which the fine is approved.

The Association shall provide written notice of the fine or suspension by mail or hand delivery to the Unit Owner and tenant (if applicable). A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing. A fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

A fine does not become a lien against a Unit.



XII. FACILITIES

- a. **Attire:** Proper attire is required, including shirts and shoes. No wet clothing allowed inside common areas.
- b. **Conduct:** Inappropriate conduct or disregard for rules and regulations may result in suspension of privileges and/or fines.
- c. **Glass Beverages:** No liquor or any glass containers are allowed at any time.
- d. **Zero Tolerance:** The Association has a zero-tolerance policy against physical, verbally abusive, menacing or threatening behavior directed at fellow residents, guests, employees, and outside service providers supervised by the property management company. Any complaints submitted are subject to fines and/or suspension of use rights and if warranted, legal action.

XIII. FITNESS CENTER

- a. Fitness Center is for the exclusive use of registered residents and permanent guests only.
- b. All other registered guests must be accompanied by a resident while utilizing the facility.
- c. No one under 18 years of age is allowed in the Fitness Center.
- d. All Personal Trainers must comply with the licensing and insurance requirements of the Association prior to providing any service to Akoya residents (please see the management office for registration).
- e. Personal Trainers that reside at the Akoya are not allowed to provide services to external clients and no resident or guest may utilize the Fitness Center for commercial purposes.
- f. Residents are only allowed to have one guest with them in the Fitness Center at a time and allowed only one guest per day. Guests of residents are not allowed personal trainers in the facility.
- g. Rubber-soled tennis shoes and appropriate athletic-style attire must be worn at all times.
- h. Check with your health care professional prior to starting or modifying an exercise program.
- i. Proper use of exercise equipment is expected at all times. Persons using equipment should familiarize themselves with proper use of equipment prior to usage. Equipment is to only be used as intended and each person using equipment does so at his or her own risk.
- j. The Association and management assume no liability for the personal injuries or accidents that may occur as a result of using the Fitness Center.
- k. No outside exercise equipment or weights may be brought into the facility.
- l. Fitness Center equipment may not be removed from the facility at any time and all weights must be returned to the same rack location as found.
- m. Residents and guests are expected to keep the facility clean and orderly.
- n. Refrain from slamming or dropping weights.
- o. Persons using equipment must have a towel at all times. As a courtesy to others, all equipment must be wiped down after each use.
- p. The Fitness Center may at any time be under surveillance. This is to curb vandalism and disruptive behavior and should in no manner be considered security or health safety monitoring.
- q. No smoking, food or beverages, other than water, are allowed in the facility.
- r. Glass containers are prohibited in the facility.



- s. For the safety and enjoyment of all residents and guests, please step outside the Fitness Center to use your cell phone.
- t. Use of radios, or other audio / video devices, without personal headphones is prohibited.

XIV. HOT TUB

- a. No children under 12 allowed due to health risk.
- b. Maximum use 15 minutes.
- c. Temperature not to exceed 104 degrees (F).
- d. Caution: Avoid with skin or heart problems.
- e. No food or drinks allowed within 10 feet of spa.
- f. No glass or alcohol.
- g. Capacity 8 persons.

XV. HURRICANE PREPAREDNESS.

All patio furniture and miscellaneous items need to be removed from a Unit's balcony or patio in the event of a storm or hurricane. The failure and/or refusal to follow the request of the Association to remove furniture and/or personal belongings in the event of an impending storm may result in the imposition of a fine. Additionally, such owner or occupant may be liable for any damage occasioned as a result thereof. A Unit Owner or occupant who plans to be absent during hurricane season must prepare his/her Unit prior to his/her departure by designating a responsible firm or individual to care for his/her Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage. The Unit Owner or occupant shall furnish the Association with the name(s) of such firm or individual.

XVI. NOISE

No Unit Owner, Resident or guest shall permit anything to be done or kept in his/her Unit which will obstruct or interfere with the rights of other residents or annoy them with unreasonable noises or otherwise. No Unit Owner, Resident or Guest shall commit or permit any nuisance, immoral or illegal act in the Unit or on the Common Elements.

XVII. PARKING & GARAGE

- a. All Unit Owners and/or Tenants are required to obtain a parking identification decal and RFID transponder from Management. Each resident is required to complete the Vehicle Registration Form and to send proper documentation to the Management Office in order to receive the decal and transponder. This decal will be affixed to the lower left-hand passenger's side windshield. This procedure will allow Management to identify vehicles parked illegally in the parking garage. Motorcycles must be registered also and have to abide by the same parking rules.
- b. Unit Owners who regularly use rental cars may receive must make arrangements in advance with Management to receive a temporary decal & transponder.
- c. Any vehicle parked in assigned spaces without a visible parking identification decal will be stickered and subject to being towed at the owner's expense.
- d. Any vehicle parked in a handicapped parking space must have a parking identification decal in addition to valid handicapped tag or plate. Parking in handicapped spaces is limited to 72 hours. Residents may not park their vehicles for extended periods of time other than in



their assigned parking space. Any vehicle parked in a handicapped space over 72 hours will be stickered and subject to being towed.

- e. Parking is only permitted in marked designated spaces. Any vehicle parked in non-designated parking or driveway areas will be stickered and subject to being towed at the owners' expense.
- f. An RFID Transponder is needed to open the gate and gain access to the parking garage. Transponders must be obtained at the Management upon registration of an authorized vehicle.
- g. Residents may use valet parking at no cost as long as they instruct the valet attendant to park the vehicle in his/her assigned parking space and provide it is available. Only by having a valid parking identification decal will the valet attendant identify you as a resident, otherwise the posted valet rates will apply.
- h. The Garage clearance is 6'8". Vehicles such as Hummers, Vans, and SUVs exceeding 6'8" will not be able to park in the Association garage.
- i. For everyone's safety observe the 5 MPH and STOP signs posted on all the parking levels.
- j. ALL vehicles that either self-park or valet park do so at their own risk. Neither the Condominium Association nor the Management Co. will assume liability or responsibility with regard to theft or damage to vehicles or to items left in the car.
- k. Notwithstanding anything contained herein to the contrary, no person may park any vehicle, or have any vehicle parked by valet, unless they reside on the Condominium property or are visiting the Condominium property for a proper purpose. Without limiting the foregoing, no person may self-park or ask valet to park their vehicle to the extent they are working at or visiting a property outside of the Condominium property.
- l. Nothing other than a motor vehicle shall be stored in any parking space.
- m. All vehicles parked must have current registration available and be kept in presentable and operable condition. No "For Sale" signs are permitted.
- n. No oil changes or repair of vehicles shall be permitted on the premises, except to flat tires and replacement of car battery.
- o. Washing of vehicles on Condominium property is allowed only in designated areas.
- p. Vehicles may not park or be left unattended at any time anywhere on driveway areas or under Porte Cochère. Vehicles left unattended without keys will be towed at owner's expense.
- q. Parking spaces for guests are limited in this community. All visitors must valet park and all residents must park in their assigned spaces. Valet parking spaces may not be used for resident vehicles.
- r. Contractors and Workers hired by Unit Owners must park in receiving area spaces.



- s. Residents are reminded that a written permission from another unit Owner is required to park a vehicle in the other Owner's assigned parking space. The management office must receive a copy of the authorization in advance.
- t. It is the policy of Akoya Condominium that no boats, trailers, commercial vehicles or vehicles with Business Signage are allowed on the property overnight. Any OWNER who violates this policy may be subject to having the vehicle towed at the OWNER'S expense.
- u. Bicycles shall only be stored in the bicycle racks located in the garage. Under no circumstances shall the Association be held responsible for damage of theft of bicycles or any.
- v. Scooters, motorcycles, mini bikes, etc., may be kept only in the parking garage in designated areas by the Board or in a unit owner's reserved parking space.

XVIII. PARTY ROOM

(7th Floor): Refer to the Agreement for exclusive/private use of party room available from management.

XIX. PETS

- a. No pet shall be allowed to commit a nuisance in any public portion of the Condominium buildings or grounds. The term "pets" shall be limited to dogs, cats, birds and tropical fish. All other animals are expressly forbidden unless otherwise allowed by the Association.
- b. The Total weight of all pets belonging to a unit owner shall not exceed fifty (50) pounds. No more than two (2) pets are allowed per Unit, tropical fish excluded. In addition, breed restrictions shall apply to attack dogs.
- c. No pet shall be left on a balcony unattended or while the owner is absent from the building.
- d. In order to provide safety and comfort to all residents, all pets are required to be transported in the designated service elevators ONLY (Middle Elevators; NO GLASS ELEVATORS) to the Lobby level, then through the corridor behind the front desk area and outside to the designated area.
- e. All pet owners (or their designees) must promptly remove and properly dispose in the designated containers, all waste matter deposited by their pet.
- f. No pets shall be permitted outside of their owner's unit unless attended by an adult and on a leash at all times. Pets shall only be walked or taken upon those portions of the Common Areas designated by the Association for such purposes. In no event shall any pet ever be allowed to be walked or taken on or about any recreational facilities including but not limited to, 7th floor, pool areas, lobby and mailroom.
- g. The owner is responsible for understanding and complying with all laws, regulations, ordinances and health codes governing the pet. This regulation includes maintaining current licenses, all vaccinations required by law and pets wearing their tags at all times.
- h. All pets must be properly registered at the Management Office prior to occupying unit (see Pet Registration Form). A picture of the animal, as well as current immunization records must be presented. Unregistered pets will not be allowed in the building at any time.



- i. No pet shall be allowed to constitute a nuisance at any time. The owner shall ensure that the pet is not left unattended without regular monitoring, to include food and water replenishment, cleanup, and companionship.
- j. Each unit owner or tenant owning a pet shall assume full responsibility for personal injuries or property damage caused by his/her pet, and each Unit Owner or tenant hereby agrees to indemnify the Association and all other Unit Owners and hold them harmless against any loss, claim or liability of any kind whatsoever arising from or growing out of any harm, injury, or damage caused by such Unit Owner or tenant's pet.
- k. A violation of the provisions of this Rule shall entitle the Association to all of its right and remedies, including, but not limited to the right to fine Unit Owners or tenants and/or to require any pet to be permanently removed from the Condominium Property upon three days' notice.
- l. The Board shall have the right to promulgate Rules further restricting the keeping of pets.

XX. POOL

- a. Swim at your own risk.
- b. Hours are from dawn to dusk.
- c. Shower before entering the pool or spa.
- d. No food or drinks allowed within 10 feet of the pool or spa.
- e. No glass, alcohol or pets permitted.
- f. Guests must be accompanied by the owner or lessee. No more than 2 guests per unit are permitted.
- g. Children under 12 must have adult supervision.
- h. Minimum age allowed in the pool is 3 years. Children using diapers or not fully toilet trained are not allowed.
- i. No diving or flipping.
- j. No Bicycles, skates or skateboards.
- k. Toys, floats, surfboards, air-filled tubes, etc are not permitted. Swimming aids for small children are permitted.
- l. No ball playing, running or boisterous play.
- m. No musical instruments, radios or sound systems, other than headsets, can be used.
- n. Chairs, lounges and tables may not be removed from pool deck or reserved by resting personal belongings while you are away.
- o. Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use spa pools without first consulting a doctor.
- p. Pool capacity 58 persons.

XXI. RACQUETBALL COURT

- a. **Age Restriction:** No one under the age of twelve (12) is permitted inside the Racquetball court unless accompanied by an adult. Only for its intended use.
- b. **Attire:** White rubber-soled court shoes and athletic attire must be worn at all times
- c. **Reservations:** If there is a demand for the courts, each owner may play for one (1) hour at a time. However, if two (2) owners are playing together, they shall be permitted to play for two (2) hours. Court reservation shall be scheduled through the Front Desk. Reservations on weekends are recommended. Games may be scheduled no more than two days in advance.



- d. Players who are 10 minutes late for their reservation, and who have not called to notify the Concierge, shall forfeit their play time. The time may then be given to the next player/s. Late arrivals shall be permitted only the remaining time on their reservation.

XXII. REASONABLE ACCOMMODATION POLICY

A Unit Owner, Tenant, Occupant and/or Guest subject to the terms and provisions of the Association's Governing Documents, including but not limited to the Declaration of Condominium, Articles of Incorporation, By-Laws, and Rules and Regulations, may request a reasonable accommodation to waive a rule, regulation or restriction of the Association by completing a "Reasonable Accommodation Request" Form. Copies of the Reasonable Accommodation Request Form shall be available at the management office.

The Association shall evaluate all requests for a reasonable accommodation under the following criteria:

- a. Does the person seeking the reasonable accommodation have a disability? i.e., a physical or mental impairment that substantially limits one or more major life activities.
- b. Does the person making the request have a disability-related need for the accommodation?
- c. Does the requested accommodation impose an undue financial and administrative burden or fundamentally alter the nature of the Association's operations?
- d. Does the requested accommodation pose a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation?
- e. Would the requested accommodation cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation?

Upon receipt of a completed Reasonable Accommodation Request, the Association shall review the same and evaluate the request utilizing the criteria set forth above within a reasonable time period. All reasonable accommodations granted by the Association shall be provided in writing.

XXIII. SAUNA/STEAM ROOMS

- a. **Age Restriction:** No one under the age of eighteen (18) is permitted inside the sauna/steam rooms.
- b. **Conduct/Use:** Proper conduct is expected at all times. Women are prohibited from entering the Men's rooms and Men are prohibited from entering the Women's rooms. 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 and steam room must be turned off after each use.

XXIV. SERVICE PROVIDERS AND CONSTRUCTION.

Only licensed and insured contractors are allowed to work in the building. Contractors must provide the management office with a copy of their certificate of insurance naming the Association as an additional insured and a current trade license. All work in a unit must be performed on Monday through Friday, from 8:30 AM to 4:00 PM. No construction or renovation work is permitted on Saturday, Sunday and/or holidays. Contractors are responsible for removal of all debris from the property on a daily basis. Unit Owners are



financial responsible for any damages or debris removal caused by a unit owner's contractor or workers. Contractors are not permitted to use the trash chutes or compactor at any time.

XXV. TENNIS COURT and PUTTING GREEN

- a. **Age Restriction:** No one under the age of twelve (12) is permitted to use the Tennis Courts unless accompanied by an adult.
- b. **Attire:** Rubber-soled tennis shoes and appropriate athletic-styled attire must be worn at all times.
- c. **Hours/Use:** Court hours are from 8:00 a.m. to 10:00 p.m. Courts is for intended use only. Time of play on courts is one hour on the hour if other players are waiting.
- d. **Instructors:** All personal instructors must provide proper documentation and proof of insurance to Management prior to utilizing the courts.

XXVI. TRASH

- a. No trash is allowed in balconies, corridors, hallways or other common areas.
- b. All trash is to be stowed in appropriate containers before disposing them in the trash chute.
- c. Carton boxes and other objects have to be taken to the 3rd floor collection area at the service elevator. These boxes and objects may **not** be left at the cans in the parking garage.

XXVII. UNIT USE/GUESTS:

- a. **OWNER:** The "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of legal title to a Condominium Parcel. All Unit Owners must register with the Association.
 - **Access:** Owners will have access to the building by using biometric fingerprint access credentials. Unit Owner access credentials are deactivated when unit is rented. A Unit Owner of a leased Unit shall not have access rights, except as a guest, and such other access rights as landlord pursuant to applicable law.
 - **Amenities:** When in residence, Owners will have access to amenities by using biometric access credentials. A Unit Owner of a leased Unit shall not have access to amenities, except as a guest, and as such otherwise provided by applicable law.
 - **Membership:** Owners have all the rights of membership in the Condominium Association as specified in the Declaration of Condominium.
 - **Parking:** Owners will have access to their assigned parking space(s) by using an RFID transponder tag to open garage. Additional cars must be parked with valet. RFID tags are deactivated when unit is rented.
- b. **RESIDENT:** Residents are those individuals who permanently reside in the Unit with the Owner. A resident is deemed to permanently reside at the property if in occupancy for periods longer in excess of 21 days per year. Residents must be immediate family such as the spouse, domestic partner, parents, children, grandparents, grandchildren, siblings and their respective partners and children. All Residents must register with the Association.
 - **Access:** Permanent Residents registered with the Association will have access to the building by using individual biometric fingerprint access credentials for as long as they permanently reside at the Property.
 - **Amenities:** Permanent Residents registered with the Association will have access to amenities by using access credentials.



- **Parking:** Permanent Residents registered with the Association will have access to their assigned parking space(s) by using an RFID transponder tag to open garage. Additional cars must be parked with valet. RFID tags are deactivated when unit is rented.
- c. **TENANT:** Any individual residing in the unit pursuant to a lease agreement between a lessee and the Unit Owner. Tenant refers to all individuals authorized to reside in the Unit with the lessee per the lessee's authorization regardless of whether the name appears on the lease. All Tenants must be registered with the Association.
- **Access:** Registered Tenants will have access to the building by using biometric fingerprint access credentials that expire at the end of the lease.
 - **Amenities:** Registered Residents will have access to amenities by using access credentials.
 - **Parking:** Registered Tenants will have access to their assigned parking space(s) by using an RFID transponder tag to open garage. Additional cars must be parked with valet. RFID tags expire at the end of the lease.
- d. **HOUSEGUESTS:** Houseguests are guests that are authorized to reside in the Unit without a resident present for a period of up to but no longer than 21 days. Houseguests must register with the Association. Registered Houseguests are allowed to use amenities, unit and facilities without a resident present. **No more than two houseguests per bedroom may be registered.**
- **Access:** Houseguests will have access to the building by using a temporary biometric fingerprint access credentials that expire at the end of their stay.
 - **Amenities:** Houseguests will have access to amenities by using access credentials.
 - **Parking:** Houseguests may only valet park free of charge in the owner's space if empty. If the space is occupied houseguests must pay regular valet rate.
 - **Registration:** Residents may register houseguests up to four (4) times per calendar year for a period of 21 days. Registrations must be done in the first month of each quarter. Registration must be done at least 72 hours in advance. A Unit Access Authorization Form must be signed.
- e. **GUESTS/VISITORS:** Guests/Visitors are individuals who do not reside in the Unit, but who access the property periodically. Guests/Visitors must be authorized by a resident to utilize the amenities and must be accompanied by a resident at all times while using the amenities. All Guests must register with the Association upon entry to the Property, even if accompanied by a Resident. Guests are not allowed to bring pets on to the property.
- **Access:** Guests will have limited access to the building upon registration with security and access approval by a Resident.
 - **Amenities:** Guests may only use amenities when accompanied by a unit resident.
 - **Parking:** Guests must valet park and pay regular valet rate.
- Registration:** All Guests/Visitors must register with the Association upon entry to the Property.



- f. **CONTRACTOR:** Contractors are unit managers, trainers, pet care-givers and other individuals performing contracted services and have the same privileges as visitors. They must be authorized on the Unit Access Authorization Form. *See visitors*
- g. **HOUSEKEEPER:** Housekeepers will have the same privileges as Guests/Visitors and must check in accordingly. *See Guests/Visitors.*
- h. **LIVE-IN NANNY/CAREGIVER:** Caregivers will have the same privileges as Residents. Biometric fingerprint access credentials expire every 3 months. *See Residents.*
- i. **REALTOR:** Realtors are those licensed real estate professionals who have a valid listing agreement on file with the Unit owner. Realtors will have the same access as Guests/Visitors except they will be given a Key Card in exchange for an ID that will give access to amenities for showings. *See Guests/Visitors.*
- j. **Access Control Device Rules & Limitations**

Biometric fingerprint access credentials

- will be registered free of charge to each applicable individual 12 years or older
- Access credentials will be activated with term limits and will automatically deactivate (as applicable).

RFID Transponder Tags

- Only registered residents are permitted to have an RFID Transponder Tag which will be activated on each vehicle as requested by the resident.
 - Only one vehicle will be allowed to park per parking space at one time.
 - Misuse or abuse of RFID tag will be subject to a fine.
 - Replacement RFID tags can be replaced at \$20 each.
 - New vehicles and rental vehicles will be activated free of charge.
- RFID Transponders will be activated with term limits and will automatically deactivate (as applicable).

XXVIII. USE OF EMPLOYEES:

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. Under no circumstances shall any Unit Owner, resident or guest use profanity, shout at, ridicule, harass or verbally or physically abuse any employee, officer, director or agent of the Association.

XXIX. WADING POOL:

- a. Hours are from dawn to dusk.
- b. Children must have adult supervision at all times.
- c. Small children who are not toilet trained should wear swimming diapers before entering pool.
- d. Do not swallow pool water, it is recirculated.
- e. Do not use pool if ill with diarrhea.
- f. Capacity 10 persons.
- g. No food, drink or glass containers allowed.

