

**KING DAVID OF SUNNY ISLES CONDOMINIUM  
ASSOCIATION, INC.  
17555 ATLANTIC BLVD  
SUNNY ISLES BEACH, FL 33160**

**Rules and Regulations  
Amended and Approved  
January 27, 2021**

# KING DAVID OF SUNNY ISLES CONDOMINIUM ASSOCIATION

## RULES & REGULATIONS

### DEFINITIONS

**Association** – means King David of Sunny Isles Condominium Association, Inc. a Florida, not-for-profit corporation. The Association is organized for the purpose of managing, operating and maintaining the common elements and is located in Sunny Isles Beach, Florida.

**Board or Board of Directors** – means the Board of Directors of King David of Sunny Isles Condominium Association, Inc.

**Front Desk Attendant** – means the individuals contracted by the Manager to staff the entrance and perform other functions.

**Grievance Committee** – means a committee of at least [3] Unit Owners appointed by the Board of the Association for the purpose of reviewing alleged violations and hears from alleged violators and [approves or disapproves] fines and/or suspensions levied by the Board, when necessary. [The Grievance Committee members are appointed for a term of two (2) years, unless removed by the Board or a Committee member resigns or is no longer eligible to serve.]

**Guest** – means a person who is a Visitor of the Resident or a Person who is permitted to stay in the building up to 6 months.

**Holiday Period** – means the annual period of time when renovation work inside Units is prohibited and to be suspended. The Holiday Period commences the Sunday before Thanksgiving through and including the 2<sup>nd</sup> of January the next year.

**Home Office** – means a business practice consistent with the appropriate use of a residential unit that is otherwise in compliance with the Declaration of Condominium, By-Laws, Articles of Incorporation, these Rules and the decisions of the Board of Directors.

**Manager** – The person to manage the day-to-day business of the Association.

**King David of Sunny Isles Condominium Association, Inc. or King David** means the Florida, not-for-profit corporation located in Sunny Isles Beach, Florida, which operates under the State of Florida Condominium Act as a Condominium Association for the building.

**Office** – means the office of the Association at 17555 Atlantic Blvd, Sunny Isles Beach, FL 33160.

**Owner's Security Deposit** – means a money order or cashier check deposit made by a unit owner to the Association as a condition to leasing or renting their Unit. The deposit is held in a noninterest bearing escrow account of the Association.

**Recreational Facilities** – means gym, spa, pool or jacuzzi.

**Resident** – means any owner approved by the Association and residing at the appropriate unit or any tenant with the residential lease agreement for the period of more than 6 months.

**Rules** – means these Rules and Regulations as they may from time to time be amended, supplemented or changed by action of the Board.

**Service Provider, Service Providers** - means any person providing goods or services to a Unit Owner, Resident or Guest, including but not limited to workers, health care providers, handymen, or contractors.

**Staff** – means those persons including but not limited to the Front Desk staff, Manager, Maintenance Technician, and Janitorial. These persons are contracted by the Manager to maintain or repair portions of the Common Elements and Association Property only. Staff are not allowed to complete any work inside a Unit unless the work required is to maintain portions of the Condominium Property that are inside a Unit's boundaries for which the Association is responsible under the Declaration of Condominium or applicable law.

**Tenant** – means a resident of the building who will occupy a Unit for a period from 6 months and not to exceed one (1) year with an executed lease on file in the Office.

**Unit Owner** – means the owner or owners of a Unit whose name(s) appears on the Miami-Dade County Property Appraiser's records and who has also been approved by the Association to purchase a Unit in the building.

**Unit** – means a single condominium unit as described in the Declarations of Condominium of King David of Sunny Isles Condominium Association.

**Usage.**

- (a) Whenever the words "include," "includes" or "including" are used here, they shall be deemed to be followed by the words "without limitation."
- (b) The word "will" shall be construed to have the same meaning and effect as the word "shall."
- (c) The word "or" shall not be exclusive.

(d) The words “hereof”, “herein”, “hereto”, and “hereunder”, and words of similar import, shall refer to these Rules and Regulations as a whole and not any particular provision of these Rules and Regulations.

(e) Words denoting any gender shall include all genders. Where a word is defined herein, references to the singular shall include references to the plural and vice versa.

(f) All references to “\$” and dollars shall be deemed to refer to United States currency unless otherwise specifically provided.

(g) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

Other capitalized terms not defined above will have the meanings set forth herein where they first appear.

## **1. GENERAL**

1.1 This set of Rules and Regulations is complete and supersedes any previous existing rules and regulations of the Association.

1.2 Lease or rental of a unit will not release the owner from the obligation as set forth in the Condominium Documents and the Rules and Regulations of King David of Sunny Isles Condominium Association. All provisions of these Documents and Rules and Regulations shall be applicable for a tenant or guest to the same extent as they would for a unit owner. It is the responsibility of the unit owner to familiarize all occupants and prospective occupants of the unit with the Rules and Regulations. Owners, tenants and guests shall be responsible for compliance with all the governing documents of the Association.

1.3 Failure to comply with these Rules and Regulations shall entitle the Association to seek any and all available legal remedies, including suits for damages, equitable relief, fines that may be imposed by the Board, or any combination of these types of relief, together with expenses, costs and reasonable attorney fees.

1.4 Residents and guests agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Board of Directors of the Association for the use thereof.

1.5 All Guests and Service Providers, whether accompanied or not by a Unit Owner, Agent or Resident, must check in and present a valid ID at the Front Desk.

1.6 Keys shall not be left at the front desk for any period of time. Except for keys at lockbox or Supra.

1.7 Vandalism – Any theft, vandalism, alteration, damage or desecration the building, furnishings, decorations, or any Common Element or property of King David by a Resident, Guest, or Service Providers is the responsibility of the Owner. The Association holds the responsible party(ies) financially liable for any and all damages. The Association may seek criminal charges if the Board of Directors feels it is appropriate, and restrict future entry to King David for Guests or Service Providers.

1.8 Zero Tolerance – The Association has a zero-tolerance policy against physically or verbally abusive, menacing or threatening behavior directed at a fellow residents, employees, and

outside service providers supervised by the Manager. Any complaints submitted are subject to fines, suspension of amenity use rights, and legal action.

No Smoking – Smoking is strictly prohibited within all Common Elements of King David except for outside areas specifically designated as smoking areas or in the unit balcony with the closed balcony doors. Smoking shall be defined to include, but not limited to, cigarettes, e-cigarettes, vapor cigarettes, pipes and cigars. There is no smoking on the entire pool deck area. Smoking is not allowed on furniture. The following violations will result in a fine in the amount of \$100.00:

- Smoking within 25 feet of any door entrance;
- Not using a trash receptacle for the disposal of cigar or cigarette butts;
- Smoking while waiting for a vehicle, or exiting from a vehicle;
- Smoking in the balcony with the balcony doors open or littering at any other apartment balconies or common areas with residuals from these activities.

1.9 Children shall at all times be supervised by their parents or relatives. Children shall not be permitted to loiter anywhere on the premises.

1.10 Children shall at all times be supervised by their parents or relatives. Children shall not be permitted to loiter anywhere on the premises.

1.11 Children shall be the direct responsibility of their parents or legal guardian, including full supervision of them while on the common elements and Association Property, including full compliance with all governing documents and, Rules and Regulations of the Association. All children under 13 years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational and other commonly used facilities. A waiver of responsibilities for any children under the age of 18 years old for the entire period of apartment's occupancy should be signed with the association before the use of children of any common Recreational Facilities.

1.12 All unit owners must provide the Association one set of keys to their unit for the utilization, when necessary, for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or in the event if an emergency, such as fire, leakage, etc. No Unit Owner shall alter any lock or install a new lock on any door of a unit without the prior written consent of the Association. Failure to provide such a key makes a Unit Owner (and/or Lessee) totally responsible and liable for resulting injuries, loss of life, or property damage and attorney's fees and costs incurred by the Association resulting from said failure.

1.13 The services provided by the cleaning personnel are for the use and benefit of the Association and only for Association purposes. No resident shall use the cleaning personnel to provide any services to such resident, his Unit or to the personal property of any Owner, resident, tenant, or other occupant of any unit. In a condominium setting, certain rules and regulations are necessary to insure all residents of the buildings complete and undisturbed enjoyment of their individual unit and the facilities available to them in the common areas. At KING DAVID, a set of rules and regulations are in place to ensure the safety, health and life of residents to protect property and to eliminate annoying nuisances, which are contrary to the standards of concerned residents.

## **2. SALE OR LEASE OF A UNIT**

- 2.1 All prospective Unit Owners must complete an application for review and approval. Sales application instructions are available at the management office. All trustees of a Trust, member of an LLC or officer of a Corporation should complete the application. A Certificate of Approval for sale is required from the Association for all sales and transfers. This certificate will be in recordable form and furnished to applicant if they are approved.
- 2.2 Original lease may be drawn for a maximum of one (1) year. Lease renewals may be made for a period not to exceed one (1) year. All renewals must be submitted to the Management at least thirty (30) days prior to the date of renewal. Tenants are strongly encouraged to obtain and provide proof of renter's insurance and maintain the policy throughout their entire occupancy of the unit.
- 2.3 In case any delinquent fees or assessments owed to the Association by the owner, the Association is authorized to request the lease payments directed to the Association.
- 2.4 Leased units may not be sublet.
- 2.5 Moving days are from Monday to Friday (except holidays) from 9:00 AM to 5:00 PM ONLY. Scheduling for a move must be made with the Management Office at least five (3) working days in advance of the move. All moving in or out shall be completed in a period that does not exceed three business days. The owner or lessee shall pay four hundred (\$400.00) dollars (money order or cashier check only) refundable less \$25 per hour for the elevator use, only, which must be presented, to the office (3) working days before the move in or out. An additional fifty (\$50.00) dollars nonrefundable fee for installing protective cover inside the elevator must be presented to the office (5) working days before the move in or out. If on a long distance move it is impossible to determine specific date or time, we will accept 24 hour notice, subject to availability. However, the \$400 deposit and \$50.00 fee must be presented in the office no later than three (3) working days before the anticipated move in or out.
- 2.6 Appliance delivery. A fifty (\$50.00) dollars nonrefundable fee for installing protective cover inside the elevator may be waived in case when appliance are packed.
- 2.7 Seller shall turn over to the new owner's copies of the Condominium Documents and Rules & Regulations and all keys to the common elements. Otherwise there is \$50 charge for one copy payable to the Association and \$50 for one fob.
- 2.8 A set of keys must be given to the Management Office upon taking occupancy of the unit or at any time that new locks are installed. Locks on doors of leased units, may not be changed without written permission of the owner. Such permission must be filed promptly with the Management Office. If keys are not available, the Management has the legal option to enter without the occupant's consent in case of an emergency. No keys can be left with Front desk or the Management Office to be given to a third party, except for marked lockboxes or Supra.
- 2.9 At the time of the lease application, the association requires that the owner place a refundable security deposit in an amount not to exceed the equivalent of one (1) month's rent, into a security deposit account maintained by the Association. Lessee shall provide a

copy of the lease at the time of application. The security deposit shall protect against damages to the common elements, limited to violations, limited common elements or Association property. The owner shall be responsible for any damages that exceed the amount of the security deposit.

2.10 For the units used for short-term rentals, the appropriate license issues by the city of Sunny Isles Beach should be filed with the management office and the association requires that the owner place a refundable security deposit in an amount:

- 3 bedrooms unit - \$3,000
- 2 bedrooms with a den unit - \$2,500
- 2 bedrooms unit - \$2,000.

2.11 For any guest a Guest Information Form (GIF) must be submitted prior to guest's arrival, together with all guests' IDs. GIF must be initiated and approved by the unit owner or the managing agent. Unit owner should provide the management office with the letter assigning and authorizing the managing agent. The guests should be familiar with King David Rules and Regulations. Copy of a passport or Driver License should be sent to the Front Desk/frontdesk@kingdavidofsib.com prior to arrival. The Front Desk staff is not authorized to do any ID copies, otherwise there is \$1.00 fee per page. Guest Information Form should be accompanied with nonrefundable processing fee of \$100 (except when hosting direct family members and proof of relationship is required.). There is a 3 day grace period for unpaid registration fees, after late payment fees and finance charge will be applied as per King David Bylaws.

2.12 In order for family members of the owner to have a privilege of staying in the unit in owner's absence their names must be register with Association. Proof of relationship is required.

2.13 Unit owners are fully financially responsible for damages made by their Guests and Tenants. Unit owners are also responsible for violations of Rules and Regulations and will be assessed accordingly.

### **3. THE INDIVIDUAL UNIT**

3.1 No nuisances (as defined by the Board of Directors) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, tenants or guests. Nuisances shall include, but are not limited to playing televisions, music, stereos, CDs, radios, musical instruments or other sound-producing devices at an unreasonable volume or any other unreasonably loud noises so as to disturb other residents. Unreasonably loud noise, as determined in the sole discretion of the Board of Directors, shall include, but in no way be limited to repetitive noise, furniture dragging, horse playing, loud appliances, squeaky doors, barking dogs or other noisy animals, which interfere with the peaceful possession or proper

- use of a unit. Without limiting the generality of the foregoing, noise emanating from units must be in compliance with any and all applicable City of Sunny Isles Beach noise ordinances.
- 3.2 No immoral, improper, offensive or unlawful use shall be made of condominium units or property. No loud parties shall be permitted after 11:00 P.M. on weekdays, or after midnight on weekends.
- 3.3 Tenants and Guests are NOT allowed to keep pets or animals in their units, except for service pets and \$200 (non-refundable) and \$500 (refundable) deposits should be provided with the management office before move-in. For owners: No pets or animals, other than domestic dogs or cats, (or birds, or fish) shall be kept or harbored on the Condominium Property or with the content of a unit. No unit owner shall have a pet larger than 25lbs. Pets must be hand carried or leashed at all times when not within the unit of the pet's owner. Unit owner must pick up after their pets.
- 3.4 Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows, ledges of terraces or ledges of balconies. No objects shall be hung from balconies, terraces or windowsills. No cloth, clothing, rugs or mops shall be hung open or shaken from window, doors, balconies or terraces. No garbage cans, supplies, milk bottles, mats or other articles shall be placed in the hallways or staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind or other articles be shaken or hung from any windows, doors or terraces.
- 3.5 A resident shall not use or permit the use of their unit for business purposes.
- 3.6 The personal property of residents should be stored in either respective storage units or storage cages. No combustible material may be placed in the storage. Nothing shall be placed in the storage areas and/or storage rooms, which would create a fire hazard or any other type of environmental hazard. Items cannot be left outside the storage. No flammable, combustible or explosive fluids, chemicals or substances shall be kept inside any unit or storage area, except as required for normal household use.
- 3.7 No unit resident shall willfully allow anything to fall from a window, terrace or door of the premise, or sweep, wash or throw any dirt or other debris on to any of the halls, terraces, elevators, ventilators or elsewhere in the building or upon the grounds.
- 3.8 No cooking or storage of cooking devices shall be permitted on any terrace.
- 3.9 Nothing other than outdoor-type furniture and plants may be kept on the terraces. Terraces shall in no event be used as exposed areas. No drilling of floors or ceilings is allowed for attachments or hanging of any material, including, without limitation, planters or hammocks on terraces.
- 3.10 No waterbeds are to be brought into the units for any purpose.
- 3.11 A unit owner or occupant who plans to be absent for more than (1) one week, during the hurricane season (June 1 through November 30) must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the unit or should the unit suffer hurricane damage, and furnishing the Association with



name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

- 3.12 Except for emergency mechanical, plumbing and electrical service, and repair or replacement of essential appliances (e.g. stove, A/C, washer and dryer, dishwasher, microwave and refrigerator), no work activity that could possibly disturb other residents shall be conducted except during the above days and hours. All service personnel shall be directed by the resident to register in with the front desk. License and Insurance must be given to management office in advance.
- 3.13 Unless expressly permitted in writing by the Association, no floor covering shall be installed in the units, other than any carpeting. It is the unit owner's responsibility to obtain the Association's written approval prior to performing any floor-related work, so that the flooring shall have adequate sound control as approved in writing by the Association prior to any installation thereof.
- 3.14 All construction debris must be removed from the building and taken off the premises by the contractor in a safe and secure manner. Under no circumstances are the Association's dumpsters to be used. Hallway and elevator must be protected. Security Deposit from contractor \$500.00 will be charged in case of demolition.
- 3.15 No radio or television aerial or antenna and no microwave transmission equipment shall be attached to, or hung from the exterior of the Condominium, terraces or the roof thereon, except for installations approved by the Board of Directors.
- 3.16 Homeowners and tenants should have no more than 8 people residing in 3 bedroom apartment, no more than 8 people residing in a 2 bedroom 2 baths plus den, and 6 people residing in 2 bedroom apartment.

#### **4. THE COMMON AREAS**

- 4.1 The elevators, the parking areas, all sidewalks, entrances, driveways, passages, patios, balconies, terraces, courts, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on walkways.
- 4.2 Unit owners shall be responsible for any damage to the common elements that were caused by themselves tenants, guests and/or visitors to their units.
- 4.3 No public areas shall be decorated or furnished by an individual or group of residents without the written consent of the Board of Directors.
- 4.4 All waste shall be bagged in plastic bags and tied securely before depositing it in the trash chute. Newspapers, large boxes, bottles and plastic containers shall be placed in the recycling bins on the first floor.
- 4.5 Bicycles, mopeds and motorcycles shall not be permitted in the building at any time. Roller blades and skateboards cannot be ridden in the building. Bicycle racks are permitted at the

parking lot, ground floor, and designated parking therein is solely at the owner's risk. Motorcycles shall not be permitted on Association property.

- 4.6 No signs, advertisements, notice or other lettering shall be exhibited, displayed, painted or affixed to, on or upon any part of the premises, which may be seen from the common areas, nor shall anything be projected out of any terrace, window or door in the Condominium.
- 4.7 No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the buildings.
- 4.8 Food and beverages, except the bottled water, may not be consumed outside of a unit, in common areas: pool and lobby included.
- 4.9 Except as may otherwise be permitted by the Association, employees of the Association shall not be sent out of the building by any Unit Owner, except in the Unit Owner's capacity as an officer or director of the Association, at any time, for any purpose. No Unit Owner shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.
- 4.10 The use of the recreation facilities and common areas are fully at the users' sole risk and responsibility.
- 4.11 Residents and their guests shall not appear at or use the recreational facilities, except in appropriate attire. No bare feet are allowed, in the gym, on the stairways, parking areas elevators, hallways and main lobby.
- 4.12 Smoking is not permitted in any portion of the indoor common elements. This includes, but is not limited to hallways, elevators, lobby, recreation rooms, manager's office, stairwells, lobby, bathrooms, exercise room, storage rooms and trash rooms.
- 4.13 Children under sixteen (16) years of age are not to play in the elevators, lobby, and driveways, in the common area halls, on the public walkways or on the stairways. Supervision must be exercised when children are on the common areas.

## **5. PARKING AND ENTRY**

- 5.1 VALET PARKING IS MANDATORY BY THE CITY OF SUNNY ISLES AND NO ONE IS ALLOWED TO PARK THEIR OWN VEHICLES OR DRIVE INTO THE BUILDING GARAGE WITHOUT USING THE VALET. All Resident vehicles parked on the property must be registered in the Office. Each Resident must present proof of automobile insurance and a copy of the vehicle registration at the Office. All residents and guests, who out of 2 free of charge parking spaces, should pay for parking.
- 5.2 Each resident unit is entitled to use of (2) two valet parking spaces to valet-park their vehicle free of charge.
- 5.2 No vehicle belonging to a unit resident, or to a member of the family or guest, tenant or employee of a unit Owner shall be parked in such a manner as to impede or prevent access to another vehicle entering or exiting the building.

- 5.3 No mechanical work or other repairs shall be performed on a vehicle except to change a flat tire so that the vehicle can be moved to make further repairs. In order to preserve and protect the condominium properly, no automobile fluids shall be changed or added to a vehicle while located on condominium property.
- 5.4 Any vehicle leaking oil or fluids anywhere on the property must be removed immediately. Unit Owners are responsible for the total cost of clean-up whether it is their vehicle or their tenant or guest. Vehicles that are not operable or are derelict (including flat tires) or do not possess the required license registration may be towed away by the Association at the owner's expense.
- 5.5 No washing, cleaning and waxing of motor vehicles within the Condominium Property.
- 5.6 Anyone parking on the property does so at their own risk.
- 5.7 VIOLATIONS/TOWING - Violations of parking restrictions may be subject, but not limited to, the towing/removal of a vehicle in accordance with Florida Statutes:  
The following violations will subject the vehicle's immediate towing with no further notice:
- a. Inoperable vehicles left within the Association's Property for more than twenty four (24) hours;
  - b. Vehicles inhibiting safe ingress or egress;
  - c. Vehicles parked within the Association's receiving area;
  - d. Vehicles that are being repaired within the Association's Property;
  - e. Vehicles of owners, residents, guests, servants, invitees, contractors, and employees that are improperly parked including vehicles parked in violation of any parking restrictions or requirements set forth in these Rules;
  - f. Vehicle that is improperly parked in a fire lane, is blocking the flow of traffic, or is parked in a manner that presents a concern for the safety and welfare of residents.
- 5.8 The Association shall not be liable to the owner of a vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the vehicle owner to receive it for any reason shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive and irrefutable evidence of proper posting.

## **6. POOL AND SPA**

- 6.1 Pool and pool deck hours are from Sunrise to Sunset.
- 6.2 Children who are not bathroom independent are required to use disposable swim pants and the appropriate swimwear.
- 6.3 Suntan lotion must be removed by showering before entering the pool and spa.
- 6.4 Children twelve (12) years of age and under must be supervised by an adult, age twenty-one (21) or older, in pool and spa area at all time. A waiver of responsibilities for any children under the age of 18 years old for the entire period of apartment's occupancy should be signed with the association before the use of children of any common Recreational Facilities.

- 6.5 Eating and drinking, except bottled water, at the pool area is prohibited unless a special party authorized by the Board of Directors. No glass in pool area.
- 6.6 No radios or tape recorders may be played in the pool area without the use of headphones.
- 6.7 No running, shouting or other rough play will be permitted in the pool or pool area.
- 6.8 Lounge chairs in use shall be covered with a towel.
- 6.9 Bathers must dry off before entering the building. Cover-ups and footwear are required in the hallways and elevators. A towel does not constitute a cover-up.
- 6.10 Pool area furniture under no circumstance shall be removed from the pool area.
- 6.11 No pets, including service, are allowed on the pool deck or in the pool.

## **7. EXERCISE ROOM**

- 7.1 Hours are from 7:00 AM to 11:00 PM.
- 7.2 The exercise room is available for the use of residents and their guests. Use of the equipment by children under eighteen (13) years of age is prohibited unless they are under parents' supervision.
- 7.3 Admission to the exercise room may be obtained by proper registration at the security desk by an adult resident who shall be responsible for any damage to any equipment or fixtures in the room during his recreation.
- 7.4 Proper attire is required. Use of sneakers or similar sports footwear is mandatory.
- 7.5 No food or drinks, except bottled water, are permitted in the exercise room.
- 7.6 Under no circumstances may any equipment be removed from the exercise room.
- 7.7 After using the exercise room it is essential that all lights are turned off and the door locked. The user shall complete his registration by signing out with the front desk in the lobby.

## **8. RULES FOR CONTRACTORS WORKING ON THE PREMISES**

- 8.1 Owners may not do any construction or renovation without prior written notice to the Association at least twenty-four (24) hours in advance. The Association may reasonably restrict the time and manner of construction. Residential owners must provide the Association with a \$500.00 refundable security deposit prior to commencing construction or renovation in case of damage to the common elements. Additionally, while the Developer or Association maintains a construction dumpster on-site, all residential owners constructing or renovating their units shall use said dumpster for construction debris only and may be required to pay to the Association a fee for use of the dumpster. No refuse from construction deliveries shall be placed in trash containers on a site not specifically designated for construction materials. The foregoing provisions do not apply to the Developer or its agents.
- 8.2 Other than the Developer, Owners must provide a copy of their construction plans and specifications, permits, licenses and insurance certificates to the Association before commencing the work. Owners must use only properly licensed and insured contractors and submit a copy of each contractor's insurance certificate to the Association prior to commencing work.

8.3 Construction work on residential units, other than those held by Developer, may be commenced not earlier than 9:00 A.M. on Monday through Friday, and all workers must leave the premises by 4:00 P.M. No work on residences shall be permitted on Saturdays and Sundays without the prior written consent of the Association except in an emergency.

## **9. EXTERIOR APPEARANCE OF THE BUILDING**

9.1 In order to insure a uniform appearance and to preserve the value of the property, no owner shall make any alteration or modification to the common hallways or common area walls, or to the exterior of the building, except that this provision shall not be construed to prohibit a resident from displaying one portable, removable United States flag in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

9.2 No signs of any kind may be installed in windows or otherwise displayed on the property without prior written approval of the Board.

9.3 No clothing shall be hung out to dry on the railings of the terraces or balconies.

9.4 Plants, pots, receptacles and other movables objects must not be kept, placed or maintained on ledges of windows. No objects shall be hung from window sills.

9.5 The terraces and balconies shall not be used as a place of storage. Unit owners shall not allow anything to be thrown or to fall from terraces, balconies, windows or doors, or litter any place on the condominium premises. No sweepings or other substances shall be permitted to escape to the exterior of the building from the terraces, balconies, windows or doors. Residents shall not hang any laundry, garments or other objects which are visible from outside of the Unit, except for draperies, blinds, shades or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors. The exterior appearance of all window covering shall be white in color.

9.6 No unit owner, his family members, tenants, guests or invitees shall be permitted on the roof. Only licensed and insured contractors shall be permitted on the roof with the written permission of the Association.

## **10. TRASH DISPOSAL**

10.1 Trash chutes are located on each floor. All garbage must be securely fastened in plastic bags and thrown in the trash chute daily. DO NOT put glass containers or containers with any liquids down trash chutes. This includes construction material and holiday trees.

10.2 Trash chute wall linings are not wide enough to handle large type cartons. Flatten all cardboard and pizza boxes and bring down to the trash area. Discard large cartons by placing them in the dumpster in the ground floor trash area.

10.3 Do not dispose of pet waste down the chute without plastic bags.

10.4 Disposal of large items such as; Furniture, Mattresses, Carpets, Padding, Remodeling debris, Christmas Trees, etc., is the responsibility of the Unit Owner or Resident. The Unit Owner or Resident can call an independent vendor for removal of items for a fee. If not disposed of

correctly, the Association will charge Unit Owner or Resident all costs related to the improper dumping.

## **11. GENERAL/MISCELLANEOUS**

- 11.1 Sidewalks, entrances, driveways, lobbies, elevators, corridors hallways, stairways, passageways, and access ways anywhere upon the building must be kept open and shall not be obstructed in any manner. Carts, carriages, wagons, scooters, bicycles, tricycles, chairs, tables, or other objects will not be placed or stored in common elements or Association Property. [All deliveries should be picked up promptly and in no event at least daily and may be removed if deemed a safety hazard.]
- 11.2 Residents will be charged the cost of repairs or replacement for any Association property or common elements they have damaged, marked, marred, destroyed or defaced.
- 11.3 Carts may be provided for the convenience of Residents. Cart must be returned to Management or Security Guard immediately after use. Do not leave carts in building corridors, elevators or in unit.
- 11.4 Residents or owners should check periodically the following items:
  - A. Flush valves in toilet tanks. They become hard and brittle due to the water. One of the signs of this is constant running or improper flushing;
  - B. Dishwasher lines and connections. Rubber piping becomes hard and brittle, and the connection where the dishwasher is connected at the drain also becomes hard and brittle the back of your refrigerator.
- 11.5 Water heaters. Recommended to be replaced after 10 years. You should periodically examine your hot water heater for water in the overflow pan. If there is presence of water in the pan, you should have your heater checked because it may be corroded out or your relief valve may need changing.
- 11.6 Laundry Washing Machines. Recommended to be replaced after 10 years. You should periodically examine your washing machine for leaks.
- 11.7 Your air conditioner unit should be serviced by a reputable firm. The air handler should be checked periodically and cleaned in your apartment. The filters should be changed for more efficient operation of the air conditioner.
- 11.8 Upon leaving your unit for 5 calendar days or more, near your water heater there is a shut-off for the water which should be turned off. This will stop the flow of water into your unit in case of a leak while you are gone. Turn off the circuit breaker to your hot water heater. If you cannot find the valve or circuit breaker, contact the office and someone will show you the locations. Failure to comply with this rule will be considered not only a violation of the Rules but also negligence.
- 11.9 All units have a smoke detector installed per City of Sunny Isles Beach Fire Department Ordinance. Please do not remove it or tamper with it. The battery must be replaced at least once a year. If you hear a chirping sound, it means the battery is low on power and should be replaced. These detectors are not tied to the building fire alarm system.
- 11.10 Buildings Units have fire alarm annunciators/horns in them. These must not be tampered with, as they affect the operation of the whole building fire alarm system.

11.11 Pursuant to the Declaration of Condominium, unit owners shall be responsible for purchasing their own insurance to protect against loss or damage within their unit that is not covered by the Association policy, as well as to their own personal property. Unit owners shall also be responsible for purchasing liability insurance protecting against liability that might result from events occurring within their own unit. Unit owners shall provide written proof of such insurances to management upon purchase of the property and every year thereafter to confirm renewals of coverage.

## 12. REMEDIES FOR VIOLATIONS

12.1 The Board of Directors reserves the right to deny lease renewals due to past or present violation(s) of the Declaration of Condominium, Bylaws, and/or Rules and Regulations by the Tenants, Visitors, Guests or invitees.

12.2 Fines and Suspensions - The Board of Directors may, pursuant to Florida Statutes, Section 718.303 (3) impose fines in such reasonable sums as they deem appropriate, not to exceed One Hundred Dollars (\$100.00) per violation, One Thousand (\$1,000.00) in aggregate, or may 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 violations of the Declaration, Bylaws, and/or these Rules and Regulations by the Unit Owner, Tenant, Visitors, Guests or invitees. The hearing will be held before the Grievance Committee composed of other Unit Owners who are neither Board Members nor persons related to residing in a Board Member's household.

- a. Enforcement/Hearing - Upon the first reported offense the offending Unit Owner and/or Tenant will be sent a first offense letter. If, after sending a notice, the violation has not been remedied, the Board will review the violation and determine if a fine and/or suspension will be imposed. If the Board finds that a fine and/or suspension is required, the Manager will schedule a hearing before the Grievance Committee. The alleged violator will have an opportunity to be heard at this time. The Property Manager will provide the alleged violator, by mail, a fourteen (14) days' notice of the Grievance Committee hearing. Notice shall be considered given at the time the mail is sent. As denoted, a violation may result in enforcement action by the Grievance Committee. If court action becomes necessary, all Court costs and attorney fees will be borne by the Unit Owner.
- b. Opportunity to Respond - The party against whom the fine or suspension may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the Grievance Committee Meeting to review, challenge, and respond to any material considered by the Association.
- c. Failure to Appear/Findings. - In the event the Unit Owner fails to appear at the hearing and/or the Grievance Committee finds that a violation has in fact occurred the fine or suspension, shall be effective immediately, a written letter sent via mail will be provided to the Unit Owner detailing the Grievance Committee's findings. Payment on any fines imposed shall be made within five (5) days from the date of the certified

mail and the violation must still be corrected. The decision of the Grievance Committee shall be final. The Grievance Committee shall set forth the violations and the findings of facts and conclusions prior to imposing any fine or suspension.

12.3 If a Unit Owner witnesses a violation and wishes to report said violation, the Unit Owner shall provide notice to the Manager of the violation including the name of the alleged violator, the time and date of alleged violation, and details of the alleged violation. The Manager will take the appropriate steps as detailed above.

12.4 Compliance with Documents - All Unit Owners, Tenants, and Guests shall comply with all of the terms and conditions, of the Declaration, Articles, and the Bylaws of the Association.

12.5 Enforcement. The Association shall have the right to pursue actions for damages or injunctive relief, or both, against any Unit Owner who fails to comply with the provisions of this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations or the Condominium Act. The prevailing party in any such action is entitled to recover reasonable attorney fees and all court costs incurred. This relief does not exclude any other remedies provided by law.

12.6 Please note that the Unit Owner is ultimately responsible for the actions of the Residents, Guests and Visitors of the Unit. Any violation of these Rules and Regulations or any document of the Association shall be remedied by the violator immediately. The Manager of the Association will provide a notice to the alleged violator detailing the alleged violation and providing for an appropriate amount of time to remedy the violation. The appropriate time to remedy will reflect directly on the type of violation and how quickly the violation can be remedied.

#### IMPORTANT TELEPHONE NUMBERS:

MANAGEMENT OFFICE (305) 692-2226

LOBBY SECURITY DESK (305) 692-2217

EMERGENCY POLICE DEPARTMENT 911

POLICE/FIRE DEPARTMENT (NON-EMERGENCY) (305) 466-8999

RESCUE SERVICE 911