

**ST. TROPEZ OCEAN  
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**RULES & REGULATIONS**

**AS OF JUNE 1, 2020**

# ST. TROPEZ OCEAN CONDOMINIUM ASSOCIATION, INC.

## RULES AND REGULATIONS

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## INTRODUCTION

A. The Rules and Regulations set forth herein have been adopted in accordance with the Declaration of Condominium of St. Tropez Ocean Condominium, Inc., pursuant to the Condominium Act of the State of Florida.

These Rules and Regulations are formulated to assure all residents of this building the complete and undisturbed enjoyment of the facilities available to them and peace and quiet in the privacy of their units.

B. They are also intended to preserve the appearance of the building inside and outside and to protect the health and safety of our residents. A further purpose is to prohibit abuse of condominium property resulting in damage and/or expensive repairs.

C. The Condominium Documents of St. Tropez Ocean Condominium, Inc., state: "The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, housekeepers, lessees, and persons over whom they exercise control or supervision".

Therefore, in the interest of fairness and the well-being of all concerned, our residents, their families, guests and visitors are bound by the Condominium Documents and are required at all times to comply with the Rules and Regulations as set forth herein.

D. Willful violation of these Rules and Regulations by the occupant may result in severe penalties, including possible fines, mandatory non-binding arbitration, and court action as provided in these same documents and Florida law.

In the event that the violator is a tenant, the tenant may be subject to eviction or the Association may decline to approve renewal of the tenant's lease.

E. The Board of Directors of St. Tropez Ocean Condominium Association, Inc., may from time to time adopt new rules or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of common elements and units. Unit owners shall be furnished a copy of such changes or amendments.

F. **Please read these Rules and Regulations completely and keep them handy for your reference.** The unit owner is responsible for furnishing residents, guests and visitors with a copy of these Rules and Regulations. It is the unit owner's responsibility to see that all family members, guests, invitees, service providers, lessees, and persons over whom they exercise control or supervision, faithfully observe these Rules and Regulations.

The Building Manager will provide unit owners with an additional copy of the Rules and Regulations on request.

## I. ASSESSMENTS

Monthly assessments may be paid by check payable to "St. Tropez Ocean Condominium Association, Inc.", and may be delivered in person to the Association office in the lobby, or mailed to Miami Management, Inc., Payment Processing Center, 14275 SW 142 Avenue, Miami FL 33186-6715.

Alternatively, monthly assessments may be paid online at: [www.miamimangement.com](http://www.miamimangement.com).

Monthly assessments are due on the first day of each month. A late fee of 5% will be charged if the assessment is unpaid by the 10<sup>th</sup> of each month. Any past due amount owed to the Association after 10 days will incur interest at the rate of 18% per annum until paid.

Once per year, the Building Manager, in his sole discretion, has the authority to waive the foregoing late fee and interest charges, in specific circumstances such as a check lost in the mail or other circumstances he deems sufficient. In the event of any additional late payments in the same calendar year, the decision to waive the foregoing late fee and interest charges must be referred to the Board of Directors for disposition.

Any amount unpaid after 45 days will be considered delinquent and will be referred to the Association's attorney to begin foreclosure action and place a lien on the delinquent unit. The unit owner will be responsible for any and all attorney fees and recovery costs incurred by the Association in this regard.

## II. COMMON ELEMENTS

To maintain the cleanliness of the property, food and drinks are prohibited in all common areas, with the exception of an *authorized event* in the Multi-Purpose Room or within designated areas on the pool deck or in the exercise room.

Florida State law and these Rules and Regulations strictly prohibit smoking in all common areas on the premises, including the elevators, with the exception of the approved pool deck area next to the water fountain on level 5 or in the privacy of the unit owner's or the tenant's own unit.

For the safety of all residents, ball playing, skating, rollerblading, bicycling, skateboarding, or other vigorous activities are prohibited in all common areas on the premises, including hallways, elevators, lobby, multi-purpose room, the garage and pool areas, walkways, and the delivery area.

Children under the age of 18 are the direct responsibility of their parents or legal guardian while on condominium property.

### A. LOBBY

1. Shoes, a shirt and/or proper cover-ups must be worn at all times when entering or exiting the building or occupying or traversing the lobby.
2. For the safety of all, dripping-wet bathing suits and wet beach or pool equipment are prohibited in the lobby.
3. Golf and baseball spiked shoes, skates and rollerblades must not be worn when leaving or entering the building or in common areas.
4. Bicycles, scooters, skateboards, large dollies or shopping carts will not be allowed through the front

door. Residents with these items must enter and exit the building through the “doggie door” on the north side of the lobby past the Building Manager’s office or through the double doors near the bicycle racks in the garage on level 1.

5. Non-residents of St. Tropez Ocean Condominium are not permitted to loiter in any of the common elements, including the lobby, elevators, hallways or front of the building.

6. Service people are required to furnish a picture ID and check in and out with the Miami Management Access Control person at the front desk.

7. Goods and packages of any kind must be delivered to the Access Control person at the front desk. The Association shall not be responsible for loss or damage that may occur through the carelessness or negligence of the employees of the building. Due to lack of storage space, if packages are not picked up within one (1) week, they may be sent back to the sender or, if the Building Manager has written authorization, placed in your unit. If you plan to be away for an extended period of time, please arrange to receive shipments prior to your leaving or after your return to the building.

8. Solicitors are prohibited from entering the premises and no soliciting, for any cause, charity, or any purpose whatsoever is permitted on the property. No private notices may be posted on the billboards in the mailroom or the parking garages.

9. Waste matter from pets must not be placed in the lobby trash containers.

## **B. MULTI-PURPOSE ROOM**

The Multi-Purpose Room is used for Condominium Association meetings and authorized social events, such as birthdays, anniversaries, graduations, etc. The following rules apply when reserving the Multi-Purpose Room for a social event:

1. Reservations of the Multi-Purpose Room are subject to availability and must be made with the Building Manager at least 15 days in advance of the event by a unit owner or tenant 18 years of age or older.

2. A deposit of \$200.00 must be made at the time of registration, which deposit will be refunded if the room is left clean and undamaged. In the event that cleaning or damage repairs are necessary, the cost of said cleaning and repairs will be deducted from the deposit amount. The resident will also be responsible for any cleaning costs and/or damage repairs incurred by the building in excess of the aforementioned \$200.00 deposit.

3. The host must submit a list of guests to the Building Manager, who will provide a copy of the list to the Access Control person at the front desk. The Building Manager will determine whether extra security is required to direct the parking of guests’ cars. The host agrees to pay the cost of this extra security. Any music used for entertainment must end at 11: 00 P.M. Volume is to be kept at a level so as not to disturb other residents, and the host will immediately lower the volume if asked by the Access Control person. If complaints continue, the Access Control person will advise the Building Manager, who has sole authority to order the immediate termination of the party.

4. All events held in the Multi-Purpose Room must be supervised by a host resident over the age of 18 years who remains present at all times during the event.

5. There shall be no religious services, political activities, commercial use or sales meetings held in the Multi-Purpose Room. Residents may use this room for social events only.

## **C. ELEVATORS**

1. No eating or drinking is permitted in the elevators.
2. The Florida Clean Indoor Air Act and these Rules and Regulations prohibit smoking in the elevators.
3. For the safety of all, dripping-wet bathing suits and wet beach or pool equipment are prohibited in the elevators.
4. Pets either must be on leashes or carried in elevators and all common areas.
5. Due care must be taken to avoid damage to the elevator or injury to yourself or others when transporting carts, or heavy, bulky or odd-shaped items in the elevators.
6. Do not delay access of others to elevators by pressing extra floor buttons or holding the door open needlessly.
7. Shopping carts must be returned to the garage level in a timely manner and must not be left in the elevators, hallways or anywhere else on the premises.
8. Residents are responsible for and agree to reimburse the Association for any expenses incurred by the Association to clean or repair elevators or any common areas resulting from abuse or damage caused by residents, their lessees, visitors, guests, service personnel or delivery persons.

## **D. SERVICE ELEVATOR (ELEVATOR #1)**

1. Any resident moving in or out of the building must contact the Building Manager at least 24 hours in advance of the moving day to reserve the service elevator.

When reserving the elevator, unit owners must provide the Building Manager's office with a refundable security deposit of \$200.00, payable to the Association, in the form of a cashier's check or money order. Renters are not required to provide the \$200.00 security deposit, as the Association will utilize the security deposit provided by the renter when he or she moved into the building for this purpose.

The refundable security deposit shall be held to cover the cost of any cleaning or damage repairs deemed necessary by the Building Manager as result of the actions of the resident or anyone under the resident's direction or control. In the event that cleaning or damage repairs are necessary, the cost will be deducted from the deposit amount and the balance will be returned to the resident. In the event said cleaning and damage repairs exceed the amount of the deposit, the resident agrees to forfeit the security deposit in total and reimburse the Association for any excess amount.

There is a non-refundable fee of \$100.00 for exclusive use of the service elevator for moving in or out. There is no fee for the non-exclusive use of the service elevator if the moving party is willing to share the elevator use with the rest of the building during the move.

2. Existing residents receiving or disposing of furniture, appliances or other large items must likewise reserve the service elevator 24 hours in advance through the Management office and furnish a security deposit of \$200 to cover the cost of any cleaning or damage repairs deemed necessary by the Building Manager as result of the actions of the resident or anyone under the resident's direction or control. In the event that cleaning or damage repairs are necessary, the cost will be deducted from the deposit amount and the balance, if any, will be returned to the resident. In the event said cleaning and damage repairs exceed the \$200.00 deposit, the

resident agrees to forfeit the security deposit in total and reimburse the Association for any excess amount.

3. The service elevator is available between the hours of 9:00 AM to 4:00 PM, Monday through Friday (no Saturdays, Sundays or Holidays). Use of the elevator up to a maximum of one hour beyond 4:00 P.M. may be permitted upon request to the Building Manager. Such request for overtime usage must be made to the Building Manager by 3:00 P.M. of the moving day, and an additional charge of \$50.00 will be assessed.

## **E. PARKING**

1. Parking spaces are assigned to each unit as a limited common element and are reserved for the use of that unit only, except when the unit owner, with the prior approval of the Building Manager, has given *written permission* to another unit owner, lessee or guest to use the owner's space, and furnished a copy of said permission to the Building Manager.

Subject to availability, unit owners who own one parking space may obtain permission to park a second car in the first floor visitor's parking garage by registering his vehicle with the Building Manager and obtaining a sticker which must be displayed on the inside of the driver's side front windshield.

2. Storage of vehicles in a handicap parking space is permitted for a period not to exceed 72 hours. Violators will have their car towed at violator's expense.

3. No commercial vehicles of any kind and no boats, trailers, or campers of any size may park in the visitors' parking garage.

4. Subject to availability, motorcycles that are registered with and approved by the Building Manager may park in approved designated areas in the visitors' parking garage only.

Motor scooters that are registered with and approved by the Building Manager are permitted in the upstairs private parking garage, within the unit owner's designated parking space. If the scooter extends beyond the unit owner's designated parking space, the scooter will be subject to removal at the unit owner's expense.

5. Garage door remote controls are available from the Management office at a cost of \$75.00. If you have misplaced your remote or if it does not function, you must drive to the front entrance to identify yourself to the Access Control person so the gate may be opened for you. Remote controls will be sold to approved owners or tenants only.

6. Guests without written permission, and contractors and their employees, may not park inside the main private garage at any time.

Guests without written permission must drive to the front entrance and register with the Access Control person, who will arrange parking in the visitor's parking garage, subject to availability. If the guest is visiting longer than one day, the Access Control person will issue a Parking Permit with an expiration date. This Permit must be displayed on the inside of the driver's side front windshield.

Workers and employees may park in spaces in the visitors' ground level garage with PERMIT ONLY.

7. Fire code and municipal laws prohibit parking in driveway or areas designated as fire lanes. Yellow curb designated fire lanes are no parking zones. Cars attended by drivers may stop in front of the building for immediate pick up or discharge of passengers as well as package pickup, but extended waits and

socializing cause inconvenience to other drivers and therefore are not permitted. Please make your stop as short as possible.

8. Only vehicles with current valid license plates are allowed in the garage. No vehicle that cannot operate on its own power shall remain on the property for more than 24 hours, and no repair of vehicles shall be done on the property, with the exception of minor repairs such as a flat tire or dead battery.

9. Bicycle riding, rollerblading, skate boarding, dog walking, ball playing, and any other recreational activity is strictly forbidden in all building garages.

10. Unit owners with only 1 parking space in the private garage, may request permission to park a 2nd auto in the visitors' parking garage, which permission may be granted by the Building Manager, subject to availability. No unit owner may temporarily occupy more than two (2) guest parking spaces.

11. At the direction of the Association, any unauthorized vehicles parked in common areas are subject to being towed away at the vehicle owner's expense.

12. Vehicles illegally parked in assigned parking spaces may be towed at the vehicle owner's expense, at the request of the owner or registered occupant of that space. Requests must be made to the Building Manager or the Access Control person at the front desk by the unit owner or tenant.

## **F. POOL AND POOL DECK**

The Association maintains a swimming pool, a Jacuzzi and a BBQ area available for the enjoyment of owners, residents and up to five guests per unit and all unit owners, tenants and their guests are required to follow and obey all Rules and Regulations pertaining to these areas.

1. The pool and the Jacuzzi may be used between the hours of 7:00 A.M. and Dusk. Outside of these hours, use of the pool and Jacuzzi is restricted to those 14 years of age and older who behave in a quiet and peaceful manner.

2. Subject to availability, use of the BBQ is limited to unit owners and tenants, 18 and older, for a period of not more than two hours, between the hours of 11:00 A.M. and 9:00 P.M.

In order to reserve the BBQ, the owner or tenant must schedule a time period with the Building Manager or the Access Control person at the front desk and complete and sign a liability waiver. The Access Control person will then unlock the BBQ to allow its use.

When finished, the user is required to clean the BBQ grill, remove all food, containers and trash from the BBQ area and inform the Access Control person so that the grill can be locked.

3. No pets (*with the exception of service animals*), toys, bicycles, skates, rollerblades, scooters, skateboards, balls, baby pens, floats or rafts are permitted anywhere in pool deck area. However, water wings attached to the body and 'noodles' are permitted in the pool.

4. Due care must be taken when bringing beach or pool equipment to or from the pool area to avoid structural damage to the common areas or personal injury to anyone.

5. Smoking is prohibited anywhere on the pool deck with the exception of the designated smoking area next to the water fountain.

6. All lounges, chairs and other pool furniture must remain in the pool area and may not be used in any



way or for any purpose other than their intended usage.

7. All lounges must be covered with a full-length towel when persons are in wet bathing suits or when using tanning oils, lotions or creams. Before entering the pool or the Jacuzzi, bathers are required to use the pool shower to remove tanning oils, lotions, creams or beach sand.

8. To avoid damage to the pool deck surface, single lounge chairs may be repositioned only by wheeling them. To move the chair, raise the "foot end" of the chair and utilize the wheels at the "head end" of the chair.

9. Day beds, sectional chairs and large tables may not be moved at any time, in order to prevent damage to the pool deck surface.

10. Sitting on tables of any size or any pool equipment or furnishings other than daybeds, chaise lounges and sectional seats is strictly prohibited.

8. Minors under 14 years of age are prohibited from using the pool or the Jacuzzi unless supervised by a parent or adult guardian.

9. Beverages are permitted in non-breakable containers. No glass or breakable containers are allowed in the pool, Jacuzzi or BBQ area.

10. All trash, including trash associated with food or eating must be removed from the pool deck and placed in trash containers. Food that is being transported to and from the pool area must be placed in a covered container.

11. Unnecessary noise is not permitted in the pool area. Radios and audio players must be used with a headset for personal listening enjoyment. No live outdoor music, including but not limited to percussion and musical instruments, shall be permitted at any time in the pool area.

12. Running, diving, ball playing and horseplay are prohibited in the pool area.

13. Babies and toddlers will not be permitted in the pool unless wearing special swimming diapers.

14. All persons using the pool do so at their own risk. Parents or adult guardians are solely responsible for supervising the behavior of minors in their charge and the condominium Association is not responsible for accidents or injuries to any pool users.

15. The Association maintains an ADA-approved Pool Lift for the exclusive use of disabled unit owners, tenants and their guests. Disabled children under the age of 14 must be supervised by a parent or legal guardian when using the pool lift.

Prior to using the pool lift users must complete and sign a liability waiver.

Otherwise healthy individuals are strictly prohibited from using the pool lift.

16. Building management reserves the right to deny the use of the pool or pool area to anyone in violation of the aforementioned Pool Rules.

## **G. SAUNA AND EXERCISE ROOM**

1. The saunas and gym are open to residents between the hours of 7:00 A.M. to 11:00 P.M.

2. Guests wishing to use these facilities during these hours either must be registered with the Building Manager by the Unit Owner or the Tenant or accompanied by the Unit Owner or the Tenant at all times.
3. Minors between the ages of 14 and 18 must be accompanied by a parent or adult guardian at all times when using the saunas and the exercise room.
4. For their safety, minors under the age of 14 years may not enter the saunas and the exercise room at any time.
5. Radios and audio players must be used with a headset so as not to interfere with others' enjoyment of these facilities. The audio level of the television must not be distracting to other exercise room users.
6. Free weights must be returned to their proper place on the weight racks after using them. At no time may free weights or any other equipment be removed from the exercise room for any reason whatsoever.
7. Folding mats and the weight bench must not be left in the middle of the floor.
8. To promote hygiene, exercise room users are required to wipe down the equipment after use. Wet wipes and paper towels are furnished for this purpose.
9. All users must comply with the rules and instructions posted on signs in these facilities.

## **H. TRASH DISPOSAL AND RECYCLING**

Follow the recycling instructions posted at the trash chute for proper disposal of items. Large objects that will not pass through the chute must be taken down to the proper receptacle at ground level.

Unit owners are responsible for and agree to reimburse the Association within 30 days of notice for any expenses incurred by the Association to repair damage to the trash chute caused by unit owners, their lessees, visitors, guests, contractors and their employees, service personnel or delivery persons.

Large trash items, boxes, etc., may not be left in parking garage levels two (2), three (3), or four (4). These items must be left at the trash room door on garage level 1.

## **I. BICYCLE AND PADDLE BOARDS STORAGE**

All bicycles/paddleboards are to be stored in a secure area to be determined by the Board of Directors.

Owners of these items are prohibited from taking them through the front door and must use the double doors near the bicycle racks in the garage on level 1 when bringing them into or out of the building. If a bicycle or paddleboard is stored in an apartment, it must be carried in the common areas.

The maximum number of bicycles allowed per unit in the bicycle area is three (3). Up to two (2) surfboards/paddle boards per unit or one (1) kite/wind surfer is allowed. Storage of kayaks will be allowed on the side by the South Ramp interior patio. Those currently with a kayak stored in the building will have to move the kayaks to the designated area.

Unit owners and tenants must remove any bicycle, paddle board, surfboard, kite/wind surfer or similar item stored in the garage that is deemed by the Building Manager to be inoperable or in such poor condition as to pose a problem for other unit owners that utilize the storage area.

## **J. GENERAL STORAGE OF PERSONAL ITEMS**

All personal property of unit owners, tenants and guests must be stored inside their respective units or on their balconies, with the exception of bicycles, paddleboards, surfboards, kites/wind surfers or similar items registered for storage in the ground floor garage. There are no storage rooms in the building.

Except as indicated in the foregoing paragraph, any personal items found stored in hallways, garages, stairwells or hall closets will be removed and disposed of by the association without warning and without liability to the unit owner. Abandoned or unauthorized stored items are a violation of the City of Miami Beach fire code and will be removed immediately. These items will be considered property of the Association.

With respect to the closets that house air conditioning units or plumbing installations outside of residents' units, unit owners, tenants and their guests are prohibited from storing or maintaining personal items, goods, merchandise, products, sweepings, rubbish, rags or other foreign substances inside these closets.

It is a violation of the City of Miami Beach Fire Prevention Code and these Rules and Regulations to use these closets for any purpose other than those for which they were constructed and violators may be subject to fines from the City of Miami Beach and shall be liable to the Association for any damage caused by the storing or maintaining of any prohibited items in these closets.

## **III. EMPLOYEES**

A. Supervision of Association employees or Miami Management staff is the sole responsibility of the Building Manager and the building's management firm, at the direction of the Board of Directors. Unit owners, tenants, guests and other third parties have no authority to directly supervise, or in any manner attempt to assert any control over Association employees or Miami Management staff on premises and may not send them off the property at any time, or for any purpose.

B. Owners wishing to utilize the services of building employees to perform work for individual unit owners must obtain prior authorization from the Building Manager, who has the sole discretion to arrange for such work to be done by the building employee. In no event shall the unit owner or resident make such arrangements directly with the building employee. Any such work authorized by the Building Manager must be performed outside the usual work schedule of the building employee.

C. Unit owners must submit any issues or concerns regarding building staff and employees in writing to the Building Manager.

## **IV. OCCUPANCY**

A. Each unit shall be occupied and used as a single-family private dwelling for the unit owner and members of the immediate family, social guests, lessees, and for no other purpose. No more than one family may reside in a unit at one time. There is an occupancy limit of three (3) persons for a one (1) bedroom residential unit and an additional two (2) persons for each other bedroom as per Condo Association Documents and City of Miami Beach Code.

B. Unit owners, tenants and their guests must exercise proper care to minimize noise in connection with the use of musical instruments, radios, television sets, amplifiers, or other loud speakers, so as not to disturb other residents. None of the above may be operated or played in any unit between the hours of 11:00 PM and 9:00 AM if the same shall disturb or annoy occupants of other units.

C. No radio, television or other electronic installation that interferes with the television or radio reception of another unit will be permitted in any unit or on any balcony.

D. Unit owners and tenants shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside walls or balconies of the building. No sign, awning, canopy, screen or similar items, radio or television antenna, or satellite dish, shall be affixed to or placed upon the exterior walls or roof, or any part thereof. Residents shall remove all loose and movable objects, including furniture and plants from the balconies if they will not be in residence during hurricane season.

E. Colored window glass shall not be installed, nor silver foil used to cover windows except with the approval of the Board of Directors or the Building Manager. Where window treatments are other than white or off-white, they must be lined or "under draped" in white or off-white. No furniture which extends higher than the railing of the balcony or which may be visible from the outside of the condominium shall be kept or placed on any balcony.

F. No rugs or other articles may be dusted from the windows or balcony of a unit. No resident should cause water or dirt to flow from balconies, e.g., in cleaning or plant watering.

G. The installation of new or replacement hard surface floor covering, such as tile, stone, wood, etc., by any unit owner in their unit must include Board approved soundproofing.

H. No waterbeds are to be brought into the units and used for any reason whatsoever.

I. With the exception of electric grills, no cooking shall be permitted on any balcony, patio, entryway, limited common element or elsewhere on the property, with the exception of the BBQ area on the level 5 Pool Deck. No flammable, combustible or explosive fluid, chemicals or substances shall be kept in any unit or in the common elements without the express approval of the Board or Management.

J. Unit owners and tenants shall not place or use any item on any portion of the common elements or limited common elements except with the approval of and designation by the Building Manager. Rugs or mats must not be placed outside hallway doors. Holiday decoration affixed to a unit door is permitted only if such affixing does not damage the door. No holes may be drilled into floors, ceilings, balconies, unit doors or exterior walls.

*Carpeting is strictly prohibited* on balconies as it conceals structural damage to balcony floors.

K. Unit owners and tenants are prohibited from allowing the corridor entrance door to their unit to remain open for any purpose other than for immediate entrance and exit.

L. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational, or otherwise shall be conducted or permitted on any part of the property or in any residential unit.

M. No "sold", "for sale", "for rent" or any other sign, or other window display or advertising shall be maintained on any part of the common elements or in any unit.

N. Nothing shall be done or kept in a unit, which will either increase the Association's cost of insurance or result in the insurance being canceled.

O. All unit owners are required to have condominium owner's liability insurance and must insure all personal property within the unit. Unit owners shall furnish proof of same to the Building Manager at least once per year or upon request.

P. Unit owners, tenants and their guests maintain their units in compliance with all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the St. Tropez Ocean Condominium.

Q. The Association and its Management, their agents, employees and licensees, shall have the irrevocable right to access each unit from time to time during reasonable hours, for maintenance, repair or replacement of any common elements therein or accessible therefrom and shall have the right of access at any time to make emergency repairs therein to prevent damage to the common elements or to another unit.

Except in the case of an emergency, the Building Manager will furnish notice to the unit owner prior to accessing the unit.

R. No repairs, construction or other renovation activities that cause a nuisance or noise will be permitted prior to 9:00 A.M. or after 4:00 P.M., Monday through Friday. No such activities are permitted at any time on Saturday, Sunday or holidays and the Board, Manager or the Access Control person at the front desk has the authority to disallow any work deemed a nuisance on weekends or holidays.

S. Access must be given to units for extermination on regularly scheduled days. It is imperative that all apartments be exterminated at least once a month.

T. All unit owners must provide a key or keys to their unit to the management office. Keys will be coded and kept safety-locked. If an emergency should arise and no key(s) have been provided, the Association has the right to enter the unit by any means necessary. In such event, the unit owner will be held liable for any costs incurred with opening a unit owner's door and will also be responsible for the cost of repairing any damage to the door, the jamb or surrounding walls, ceilings or floor surfaces, including carpeting. Unit owners who refuse to provide the management office with keys to their unit must sign an agreement holding the Association harmless for any damages caused, and agreeing to reimburse the Association for any costs incurred, as result of the unit owner's failure to comply with the terms of this paragraph.

U. Throwing of any object whatsoever, including cigarette butts, from units or balconies is strictly prohibited.

V. When advised by the Building Manager of imminent Tropical Storm or Hurricane situations, unit owners and residents are required to remove any and all personal belongings, storage sheds & furniture from their balconies and place them inside their units.

If the unit owner or tenant fails to comply with this directive, the Association will remove these items from the balcony at a cost of \$200.00 to the unit owner or tenant.

## **V. ALTERATIONS AND ADDITIONS**

A. No unit owner shall make or cause to be made any structural modification or alteration within a unit without first obtaining the express written consent of the Board of Directors, which consent may be withheld if a majority of the Board determines, in its sole discretion, that such structural modification or alteration would affect or in any manner endanger the property.

Additionally, prior to commencement of the project, the Building Manager will provide to the Unit Owner a list of the Association's "Building Requirements" relating to the proposed modifications or alterations, and the Unit Owner must sign an agreement acknowledging receipt of the list of "Building Requirements" and agreeing to strictly adhere to its terms and conditions.

B. If the alteration desired by the owner involves the removal of any permanent interior partition, the Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition and so long as the removal thereof would in no manner affect or interfere with utility services provided to common elements. No owner shall cause the windows or balcony abutting his unit to be enclosed, or increased in size or altered, or cause improvements or changes to any balcony or windows on the exterior of the property. This prohibition includes but is not limited to painting or other decorative shutters, canopies or awnings, the installation of electrical wiring, television antenna machines or air-conditioning units which might protrude through the walls or roof of the property or which would in any manner change the appearance of any portion of the property.

C. Unit owners must post a \$500.00 damage and cleaning deposit with the Management Office to cover the cost of any cleaning or damage repairs to the elevator or any other common areas that are affected as result of the construction work ordered by the unit owner.

The deposit will be returned to the unit owner when the Building Manager determines that no cleaning or damage repairs are necessary and the unit owner furnishes documentation confirming that any and all building permits issued by the City of Miami Beach have been duly closed.

In the event that the Building Manager determines that cleaning or damage repairs are necessary, the cost will be deducted from the deposit amount and the balance, if any, will be returned to the unit owner as indicated above. In the event said cleaning and damage repairs exceed the \$500.00 deposit, the resident agrees to forfeit the security deposit in total and reimburse the Association for any excess amount.

D. HURRICANE SHUTTERS SPECIFICATIONS: Unit owners may install hurricane shutters in the units at their discretion and expense, and with the approval of the Board of Directors in accordance with the following hurricane shutter specifications:

1. Shutters are allowed only on the accessible balcony glass.
2. Shutters are not allowed around the periphery of the balcony or the lanai.
3. Shutters for the accessible balcony glass must be accordion style.
4. Shutters for windows other than the accessible balcony glass must be of a motorized, roll down style. Any required structural modification, and the use of any specialized construction apparatus, including but not limited to lifts, cranes, or scaffolds, must be approved by the Board. Applicable construction permits must be obtained from the City of Miami Beach.
5. Shutters must be white in color.
6. Shutters may be closed only in the event of a hurricane watch. Unit owners are required to reopen hurricane shutters within five days from the time a hurricane passes. Owners are not permitted to leave shutters closed for extended periods. Owners who fail to reopen shutters within the five-day time period may be assessed a fine of \$100.00 per day, not to exceed \$1,000.00 for each violation, until the violation is corrected. Unit owners will grant permission to the Manager to enter the units in order to operate the shutters as necessary. If shutters are lockable, a key must be provided to the Building Manager.

## **VI. PENALTIES & ENFORCEMENT**

A. Enforcement of the Association's rules begins with a request for compliance by the Association's Building

Manager or a member of the Board of Directors who notices the rules violation or receives a complaint from a resident. If the violator fails to comply with this initial request, an "incident report" may be prepared by the Access Control person at the front desk, if the incident has been reported to the Access Control person, or by the Building Manager, who will then request the violator to comply. Continued violations may be referred by the Board of Directors, and after a duly noticed meeting of the Board, to the members of the Rules Enforcement Committee for consideration. The Association may assess fines and seek recovery of legal fees incurred as a result of any violation. The Association may revoke approval of occupancy of tenants after 3 violations have occurred during their lease period and commence legal proceedings to obtain removal of such non-compliant tenants.

B. The Board of Directors has the authority to petition the State Department of Business and Professional Regulation for a mandatory non-binding arbitration, after notice to a non-complaint owner. If the finding is in favor of the Association, the violator may be ordered to pay all legal and other costs involved in the arbitration. Should the violator ignore the arbitrator's finding, the Association can seek enforcement of the arbitration decision. The Association has the right to refer the matter to legal counsel.

C. In practice, the best "enforcement" can be found in our mutually shared desire to make our home an attractive, enjoyable community shared among congenial neighbors. Please be courteous and respectful to other residents, guests and staff.

## **VII. PETS**

A. Unit owners are prohibited from maintaining animals of any kind in their units without the express written authorization of the Board of Directors of the Association, which authorization will not be granted unless and until the unit owner provides proof of compliance with any and all Miami-Dade County laws regarding registration and vaccination of the animal. And all pet owners must furnish a photo of the pet to the Management office and must provide a veterinarian's clearance to the Management office before being allowed to move their pet into the building.

Any domestic pet that is allowed, must not weigh more than twenty (20) pounds when fully grown.

B. Tenants are prohibited from maintaining pets in their units, with the exception of service animals. Prior to bringing the service animal into the building, the tenant must furnish the Building Manager with documentation as outlined in Paragraph A of this section.

C. Guests or invitees of unit owners or tenants are prohibited from bringing animals of any kind into the Condominium, with the exception of service animals. Prior to bringing the service animal into the building, the guest or invitee must furnish the Building Manager with documentation as outlined in Paragraph A of this section.

D. A written authorization allowing a unit owner to maintain a pet will expire when an owner's pet dies or is disposed of.

E. No animals shall be allowed to be a nuisance in any public portion of the Condominium building or grounds.

F. The Board of Directors will not authorize more than 2 pets per unit, which can be any combination of dogs, cats or caged birds.

G. Any pet either must be carried or leashed from the time it leaves the owner's unit until it is returned to the unit. This includes halls, stairways, elevators and all common elements.

H. With the exception of duly registered service animals, unit owners with pets are prohibited from entering or exiting the building through the front door and must enter and exit the building through the “doggie door” on the north side of the lobby past the Building Manager’s office or through the double doors near the bicycle racks in the garage on level 1.

I. No animals are permitted in or around the recreational area or pool areas with the exception of service animals.

J. Pets are not allowed on balconies when owners are not home.

K. Unit owners must immediately collect, remove and clean up all urine and fecal matter deposited by their pets anywhere on the condominium property.

L. Any damage to the building or grounds, any personal injury or damage to personal property caused by the pet will be the full responsibility of the unit owner. The unit owner will be held financially responsible for all expenses involved in restoring damaged property to its original condition and for any personal damage or injury claims.

M. The Building Manager will issue a notice of violation to any unit owner who violates these pet regulations. The unit owner is then responsible for correcting the violation immediately.

Unit owners who fail to correct the violation or who commit repeated violations of these pet regulations will be required to remove the pet from the premises upon 10 days notice from the Building Manager.

## **VIII. SALE OR LEASE OF UNITS**

Unit owners must notify the Building Management office that their property will be offered for sale or lease and must furnish the Building Manager with a copy of the listing agreement. All listing realtors must register in the Management office once per listing before being allowed into the building to show the unit.

All Realtors showing units for sale or lease will be restricted to appointments on Monday through Saturday, from 9:00 A.M. to 8:00 P.M. Showings are not allowed on Sundays or holidays without prior written approval of the Building Manager.

If a real estate agent other than the Listing Agent needs access to the unit, the Listing Agent must notify the Management Office in advance and must furnish in writing the contact information of the real estate agent who will be accessing the unit.

In order to gain access to the building, real estate agents and their representatives must sign-in with the Access Control person at the front desk, state how many clients are with them and the unit(s) they are showing, furnish their real estate business card and leave their driver’s license with the Access Control person. The agent’s driver’s license will be returned when signing out at the front desk.

Realtors and their clients are subject to these Rules and Regulations and all other Condominium documents and Federal, State and local laws governing Condominiums regarding proper behavior in common areas.

### **A. SALE**

1. Association approval is necessary in order to complete the sale of any unit. The unit owner must inform the Building Manager’s office of the owner’s decision to sell the unit. The Building Manager will furnish a sales application form to the unit owner, who must complete and return the form to the Building



Manager, with a copy of the contract of sale signed by the parties, along with a check payable to Miami Management, Inc., in the following amount:

– For residential units, the non-refundable application processing fee is \$100.00 for U.S. residents and \$350.00 for foreign nationals.

– For commercial units, the non-refundable application processing fee is \$200.00 for U.S. residents and \$350.00 for foreign nationals.

Sales applications from foreign nationals require a processing period of 15 days from the date of submission, weekends and holidays excluded. In order to process your application in a timely manner and within the 15 days from the date it was submitted, all informational requirements must be met.

2. The seller must provide to the buyer, at no cost to the buyer, current copies of the Association's Condominium Declaration, Articles of Incorporation Bylaws, Rules and Regulations and a Question and Answer sheet (available at the Building Manager's office). Copies of the condominium documents are available in the office for \$75.00.

3. A meeting with our Orientation and Welcome Committee is required for all buyers, during which the Building Manager will furnish the buyer with a copy of these Rules and Regulations and answer any questions. In hardship cases, the meeting can be conducted via a telephone conference call, Skype or other electronic means.

4. To obtain an **Estoppel Letter**, contact Miami Management, Inc. at Tel: (305) 259-1471 or (305) 259-1427 and Fax: (305) 252-6725. Request and payment online can be made at: <https://miamimanagement.association-account.com/estoppel/>.

5. Requests for **PUD Letters** should be directed to the Association's Building Manager, along with a check payable to Miami Management, Inc., in the amount of \$150.00 to cover the non-refundable processing fee.

Requests are normally processed within 2 business days, weekends and holidays excluded. An expedited approval (24 hour turn around) can be obtained for an additional fee of \$50.00.

## **B. LEASE**

1. The unit owner must inform the Building Manager's office about a decision to lease or renew the lease of the owner's unit and all leases, and lease renewals, regardless of their term, are subject to Association approval and a right of first refusal.

2. The unit owner and the prospective lessee must use a lease form approved by the Association.

3. Prospective tenants of a residential unit must complete and file the Association's application form, along with a copy of their lease contract, and a check payable to St. Tropez Ocean Condominium., to cover the non-refundable processing fee in the amount of \$100.00 for permanent U.S. residents and \$350.00 for foreign nationals.

In the case of a Commercial Unit, the non-refundable processing fee is \$200.00.

A period of 15 business days, weekends and holidays excluded, is required to process each application. Please be advised that in order to process your application in a timely manner and within the 15 days from the date it was submitted, all informational requirements must be met.

4. As a condition of approval, all Landlords and Tenants are required to sign the amendment to lease provided by St. Tropez Ocean Condominium Association.
5. Tenants must observe all use restrictions in the Condominium documents and all provisions contained in these Rules and Regulations are incorporated by reference into every lease and therefore are considered to be part of every lease.
6. Tenant applicants will be required to authorize a tenant credit report & background report before the Association considers the application.
7. All leases require a one-month security deposit to be placed in Association's Escrow Account by the unit owner.
8. In order for the lease to be approved, prospective tenants must be interviewed by the Management office and the Orientation and Welcome Committee. The interview will be conducted in the same manner as prospective purchasers.
9. Florida State Law restricts use of the common elements to the occupant family and guests of each unit. If a unit is rented, only the tenant (not the unit owner) may use the building's recreational facilities, assigned parking spaces and common areas.

#### **IX. SALE OR LEASE OF PARKING SPACES**

1. The unit owner must inform the Building Manager's office about a decision to lease or renew the lease of the owner's assigned parking space to another unit owner or a tenant of another unit.
2. The unit owner must furnish a copy of the written sale, lease or lease renewal to the Building Manager to avoid any dispute concerning who has the right to use a particular space.
3. Assigned parking spaces are limited common elements appurtenant to the unit and therefore the Association will have no involvement in a dispute between the unit owner and the lessee regarding payment of the rental fee. The Association cannot act as the unit owner's collection agent.
4. The Association strongly urges the unit owner to collect the annual or semi-annual parking space rental fees in advance to avoid any disputes regarding unpaid rental fees.

#### **X. GUESTS**

Owners' and Tenants' guests are subject to these Rules and Regulations and all other Condominium documents and Federal, State and local laws governing Condominiums.

A. Owners having guests occupy their units in the Owner's absence must notify the Building Manager, and furnish the guests' names, date of arrival, and approximate length of stay. The owner is responsible for supplying guests with all necessary access keys to the unit, as well as key fobs and garage entrance clickers. All guests must provide photo ID to the Miami Management Access Control person at the front desk.

B. Guests are subject to the Rules and Regulations governing parking on the premises, as set forth in Section II. COMMON ELEMENTS, Paragraph E. PARKING, of this document.

## **XI. SECURITY**

In the interest of building security the following rules must be observed:

- A. All doors leading into the building must be locked at all times, with the exception of the front door, which will be open between the hours of 6:00 A.M. and 5:00 P.M.
- B. The Miami Management Access Control person at the front desk will electronically control entrance to the building.
- C. It is forbidden to use the fire staircase to enter or exit the building, except for fire emergencies.
- D. No one is permitted on the roof for any purpose whatsoever, except as specifically permitted by the Condominium Declaration and the Building Manager.
- E. To avoid distraction to Access Control person at the front desk, all persons are forbidden to enter the area behind the front desk. Please do not loiter at the desk and do not distract the personnel from their important duties of observing the television monitors and responding to the needs of our Association.
- F. The security phone on the Access Control desk is for the sole use of the Access Control person for the purpose of announcing guests, providing for emergency calls, or other official Association business.