

**ST. TROPEZ OCEAN
CONDOMINIUM ASSOCIATION, INC**

RULES & REGULATIONS

Changes 03/05/15

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ST. TROPEZ OCEAN CONDOMINIUM ASSOCIATION, INC
RULES AND REGULATIONS

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INTRODUCTION

Many of these rules are taken directly from our official condominium documents and are worded in a formal style that is more forbidding than we would like for this "Welcome Package". Please be advised that we wish this community to be as congenial and pleasant as possible. All of our staff has been instructed to be courteous to every resident and guest, but if they observe infractions of our rules, they have also been asked to request compliance for the benefit of all of us. We ask your understanding and cooperation. *These rules serve as our laws governing considerate behavior in our community to allow all residents a harmonious lifestyle.*

A. THESE RULES AND REGULATIONS HAVE BEEN ADOPTED ON AUTHORITY OF THE DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM ACT OF THE STATE OF FLORIDA. THEY WERE 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 ITS RESIDENTS. A FURTHER PURPOSE IS TO PROHIBIT ABUSE OF CONDOMINIUM PROPERTY RESULTING IN EXPENSIVE DAMAGE AND REPAIRS.

C. TO BE FAIR AND IN THE BEST INTEREST OF ALL, THE RULES AND REGULATIONS MUST BE COMPLIED WITH BY OUR RESIDENTS, GUESTS AND VISITORS. OUR DOCUMENTS STATE "OWNER SHALL AT ALL TIMES COMPLY WITH THESE RULES AND REGULATIONS AND SHALL USE THEIR BEST EFFORTS TO SEE THAT THEY ARE OBSERVED AND COMPLIED WITH BY THEIR FAMILIES, GUEST, INVITEES, SERVANTS, LESSEES AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION".

D. THE CONDOMINIUM DOCUMENTS BIND ALL RESIDENTS, GUESTS AND VISITORS TO STRICT ADHERENCE TO THESE RULES AND REGULATIONS.

E. SEVERE PENALTIES INCLUDING POSSIBLE FINES, MANDATORY, NON-BINDING ARBITRATION, AND COURT ACTION AS PROVIDED IN THESE SAME DOCUMENTS AND FLORIDA LAW, MAY FOLLOW WILLFUL VIOLATIONS.

F. THE BOARD 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. UNITS OWNERS SHALL BE FURNISHED A COPY OF SUCH CHANGES OR AMENDMENTS.

G. **PLEASE READ ALL RULES AND REGULATIONS COMPLETELY AND KEEP HANDY FOR YOUR REFERENCE.** IT IS YOUR RESPONSIBILITY TO SEE THAT ALL RESIDENTS AND GUESTS IN YOUR APARTMENT OBSERVE THESE RULES. IF YOU HAVE MISPLACED YOUR COPY, OUR OFFICE WILL GLADLY PROVIDE YOU WITH ANOTHER COPY

I. ASSESSMENTS

Payments of monthly assessments shall be made at the Association office in our lobby either in person or by mail. Checks should be made to the order of "St. Tropez Ocean Condominium Association, Inc", and are due on the first day of each month. A late fee of 5% will be charged if the assessment is unpaid by the 10th of each month. Any past due amount owed to the Association after 30 days will incur 5% interest rate on total amount due. Any amount after 45 days will be considered delinquent and will be referred to our attorney to begin foreclosure action and place a lien on your unit. Please keep in mind that any attorney fees and recovery costs will be added to the balance. Effective 2012 you may also pay assessments on line. At:

www.miamimangement.com , then go to owners login

II. COMMON ELEMENTS

To maintain the cleanliness of the property, no food or drinks are allowed in any common area with exception of an *authorized event* in the Multi-Purpose Room or designated area on the pool deck

Smoking is prohibited by law, not only in elevators, but also in all common areas within the building. Please restrict all smoking to approve area on level 5 pool deck next to water fountain. or in the privacy of your own unit.

For the safety of all residents, no ball playing, skating, rollerblading, bicycling, skateboarding, or other vigorous activity is allowed within the public areas of the building (hallways, elevators, lobby, social room), or on outside common property (garage, pool area, walkways, delivery area). Children under the age of 18 will be the direct responsibility of their parents or legal guardian while on condominium property.

A. LOBBY

1. Shoes, shirt and/or proper cover-ups must be worn when coming through the front or side entrances please be careful with your beach equipment once inside the building. For all of our safety no dripping-wet suits will be allowed in the elevator.
2. Golf and baseball spiked shoes, skates and rollerblades must not be worn when leaving or entering the building or on common areas.
3. No bicycles, scooters, skateboards, large dollies or shopping carts will be allowed through the front door. Use only the side doors. Shopping cars should be returned to the garage level. Do not leave shopping cars on the Elevator. Please return ASAP to parking garage for your neighbor.
4. No loitering in the lobby or front of the building is allowed by non-residents of St. Tropez Ocean Condominium.
5. Service people are required to check in and out with the Concierge.

6. Goods and packages of every kind must be delivered to the Concierge. The Association shall not be responsible for the loss of, 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 1 (one) week, they may be sent back to sender or put into unit by manager with written authorization. Please if you are not here for extended period of time to receive your deliveries, please try to arrange shipments while you are in town.

7. No solicitors and no soliciting, for any cause, charity, or any purpose whatsoever.

II. COMMON ELEMENTS (continued)

B. MULTI-PURPOSE ROOM

The Multi-Purpose Room is used for Condominium Association meetings and social affairs of residents.

This room may be reserved for private parties or meetings by residents who must be present during their use. The Multi-Purpose Room must be reserved through the Management Office. The following rules apply:

1. Reservation may be made at least 15 days in advance with the Manager. A deposit of \$200.00 must be made which will be refunded if the room is left clean and not damaged. Otherwise, the cost of cleaning and repairs will be deducted from the deposit amount.

2. The host must submit a list of guests to the Manager. The Manager will submit the guest list to Concierge. Then it will be determined, if extra security is required to direct the parking of guests' cars. The cost of this extra security will be paid by the host. Any music used for entertainment will end at 11: 00 pm. 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 Concierge. If complaints continue, Concierge may call the Manager, who has sole authority, to order the immediate termination of the party.

3. Reservations of this room are limited to the availability.

4. All parties held in this room must be supervised by a responsible adult over 18 years old at all times during the event.

5. There shall be no religious services, political, commercial use or sales meetings held in this room. This room may be used for social purposes for residents such as cards, games, etc.

C. ELEVATORS

1. No eating or drinking is permitted in elevators.

2. Smoking is prohibited by law in elevators.

3. Pets must be on leashes in elevators, as in all common areas. All pets will enter and exit through side at north side of bldg, (doggie door) or through double doors in level 1. See manager for key
5. Use due care to avoid damage to the elevator or injury to other passengers if you board with items such as fishing rods, carts or other bulky items.
6. Do not delay access of others to elevators by pressing extra floor buttons or holding the door open needlessly.
7. Resident will be responsible for any expenses incurred to clean or repair elevator or any common area resulting from abuse by resident or their visitor or delivery person.

II. COMMON ELEMENTS (continued)

D. SERVICE ELEVATOR (ELEVATOR #1)

1. The service elevator must be used when receiving a piece of furniture or large item and must be reserved 24 hours in advance through the office. Hours are 9:00 AM to 4:00 PM, Monday through Friday (No Saturdays, Sundays or Holidays).
2. Moving in and out shall be between the hours of 9:00 AM and 4:00 PM Monday through Friday (No Saturdays, Sundays or holidays). Use of the elevator beyond 4:00 PM will be permitted up to a maximum of one hour. Security Deposit for moving in and out shall be posted with Condo Association in a cashier check or money order of \$200.00, and a non-refundable fee of \$100.00 will be due. A request for overtime must be made to the Manager by 3:00 PM, and an additional charge of \$50.00 will be assessed.

Existing residents moving furniture or large items in or out must reserve the service elevator 24 hours in advance through the office and place a security deposit of \$200.00 for common elements damage.

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 has given *written permission* to another unit owner, lessee or guest, and a copy to the Manager.
 - 1.1 Unit owners who own one parking space may obtain one permit to park a second car on the first floor. Permits are renewable after expiration. No storage of vehicles in handicap parking any longer than 72 hrs. All violators will be towed at violator's expenses.
2. No commercial vehicles of any kind, including boats, trailers, or campers of any size may park in garage. Motorcycles will park in approved designated areas in the ground level garage approved by the Board. Motorcycles in North Garage only. All motorcycles will be stored in designated garage space approved by Manager subject to availability. Scooter permitted upstairs within unit owner's existing parking space. If scooter extends outside of parking space it is not allowed.

All motorcycles, scooters in the garage must be registered with and approved by the office.

3. Garage door remote controls are available from the office at cost. If you have misplaced your remote or if it does not function, you must drive to front entrance to identify yourself to the Concierge or valet so the gate may be opened for you. Remote controls will only be sold to approve owners/residents at a cost of \$50.00.

4. Guests without written permission, workers and employees may not park inside the main garage. Guests must drive to the front entrance to be parked in valet, when available, or given other parking instructions. Guests visiting longer than one day will be issued a PARKING PERMIT from the Concierge with an expiration date. This PERMIT should be placed on the driver's side front windshield. Workers and employees may park in spaces in the ground level valet garage with PERMIT ONLY

5. 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 long waits and socializing cause inconvenience to other drivers. Please make your stop as short as possible.

II. COMMON ELEMENTS (continued)

6. Only vehicles with current valid license plates are allowed in the garage. No vehicle, which 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.

7. Bicycle riding, rollerblading, skate boarding, dog walking, ball playing, and any other recreational activity is strictly forbidden in the garage

8. Additional spaces in the valet area are to be used by unit OWNERS 2ND AUTOS WHEN THEY ONLY HAVE ONE SPACE IN PRIVATE GARAGE

Subject to availability. No unit may temporarily occupy more than two (2) quest spots. Subject to availability.

8.a The Association may tow any unauthorized vehicles in common areas.

9. Vehicles illegally parked in assigned parking spaces may be towed at the request of the owner or registered occupant of that space. Requests must be made to the Manager or Concierge by a unit owner or tenant.

F. POOL AND POOL DECK

St. Tropez has a swimming pool and Jacuzzi available for the enjoyment of residential owners and up to five guests, per unit. However, to allow for the safe and quiet enjoyment of the pool by all residents, they and their guests must follow regulations.

1. Pool may be used between the hours of 7:00 AM and Dusk. Use of the pool outside of these hours is restricted to those over 18 years of age in a quiet and peaceful manner. Designated smoking area on the Pool Deck next to the water fountain.
2. No pets, toys, bicycles, skates rollerblades, scooters, skateboards, balls, baby pens, floats or rafts are allowed in pool area.
- 2.2. Water wings attached to the body and noodles will be permitted in the pool.
3. 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. To remove and tanning oils, lotions or creams and beach sand, please shower before using the pool.
4. All lounges and chairs are to remain in the pool area.
5. An adult must supervise children less than 15 years of age using the pool or Jacuzzi.
6. Beverages are permitted in non-breakable containers. No glass or breakables containers are allowed in the pool and BBQ area. All trash must be removed from pool area upon leaving
7. All trash associated with the 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 in a covered container.

II. COMMON ELEMENTS (continued)

8. Use of the BBQ will be limited to residential occupants, 18 and older, no more than two hours, who have contacted the Management office, completed and signed a liability wavier, signed up to use the BBQ and obtained the key from the security guard prior to using the BBQ. Use of the BBQ will be limited between 11:00 am and 9:00 pm. Please be sure to clean up your BBQ area for your neighbors to use after you.
9. Unnecessary noise is not permitted in the pool area. Radios and tape players must be equipped with a headset for personal listening enjoyment. NO outdoor music shall be permitted at anytime inclusive of percussion and musical instruments.
10. Running, diving, ball playing and horseplay in the pool area is not permitted.
11. Babies will not be permitted in the pool unless wearing special swimming diapers.
12. All persons using the pool do so at their own risk. The condominium Association is not responsible for accidents or injuries, In addition, the management may deny the use of the pool or pool area to anyone who breaks the above pool Rules.

G. SAUNA AND EXERCISE ROOM

No one under the age of 18 is allowed in the sauna and exercise room unless with a parent. Please comply with the rules and instructions posted in the exercise room. Hours are 7:00 AM to 11:00 PM.

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. Any unit owner causing damage to chute will be charged for any repair cost incurred. Owners will reimburse the Association for damages within 30 days of notice or the Association will charge the unit for all damages.

Please do not leave large trash, boxes etc in parking garage levels two (2), three (3), or four (4), You may take it to level 1 and leave at trash room door.

I. BICYCLE AND PADDLE BOARDS STORAGE

All bicycles/paddle boards are to be stored in a secure area to be determined by the board of directors. They must use the side service entrance, and never the front door. If a bicycle/paddle boards are stored in an apartment, they must be carried in the common areas. Maximum number of bicycles per unit allowed in the bicycle area is three (3). Up to two (2) surfboards/paddle boards per unit or one (1) kite/wind surfer. Kayaks will be allowed in side by the South Ramp interior patio. Those currently with a kayak stored in building will have to move the kayaks to the new designated area

J. STORAGE LOCKERS

The personal property of unit owners must be stored in the respective units.

Any personal items found stored in hallways, garages, stairwells or hall closets will be removed and disposed of by the association with no warning. Abandoned or unauthorized stored items will be immediately removed because it is a violation to the fire code. These items will be considered property of S.T.O.C.

III. EMPLOYEES

A. Employees of the Association shall not be sent off the property by any owner, at any time, or for any purpose. No owner or resident shall direct, supervise, or in any manner attempt to assert any control over these employees.

B. Supervision of the employees and Concierge staff is the sole responsibility of the Manager, managing firm, or outside contractor. You are welcome to discuss any concerns about an employee with the appropriate Manager.

C. Any issues unit owners may have about employees must be submitted to Manager in writing.

IV. OCCUPANCY

A. An owner shall occupy and use his unit as a single-family private dwelling for himself, partners, members of his family, social guests, lessees, and for no other purpose. There is an occupancy limit of five persons per unit as per Condo Association Documents and City Code.

B. Owners and occupants of units shall 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 units. None of the above will be allowed to be operated or played in any unit between the hours of 11:00 PM and 8:00 AM if the same shall disturb or annoy other occupants of units.

C. No radio, television or other electronic installation may be permitted in any unit, which interferes with the television or radio reception of another unit.

D. Owners 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, 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 Manager. Where windows 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. cleaning or plant watering.

G. All units with hard surface floor areas must be installed with Board approved soundproofing.

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

IV. OCCUPANCY (continued)

I. No cooking shall be permitted on any balcony, patio, entryway, and the limited common elements or on the property, except in such area, if any designated by the Board or Management. No flammable, combustible or explosive fluid, chemicals or substances shall be kept in any unit or on the common elements.

J. A resident 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 Board. Rugs or mats must not be placed outside hallway doors. Holiday decoration affixed to a unit door is permitted without damaging the door. No holes may be drilled into floors, ceilings, balconies, or exterior walls. *Carpeting is strictly prohibited* as it conceals structural damage to balcony floors.

K. No residents shall allow 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 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 corporation's cost of insurance or result in the insurance being canceled.

O. Owners will maintain their units in compliance with all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over St. Tropez

P. Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the unit owner responsible for the damage. Resident will allow manager to inspect unit at any time as needed.

Q. No repairs, which will cause a nuisance or noise, will be permitted prior to 9:00 AM or after 5:00 PM. The Board, Manager or Concierge has the authority to disallow any work deemed a nuisance on weekends or holidays.

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

S. The Association and its Management, their agents, employees and licensees, shall have the irrevocable right to have access to each unit from time to time during reasonable hours, for maintenance, repair or replacement of any common elements therein or accessible there from or for making emergency repairs therein to prevent damage to the common elements or to another unit. Access to a unit in such an event will be preceded or followed by a notice to the unit owner by the Manager.

All unit owners must provide a key to their unit to the management office. If an emergency should arise and no key was provided, the association has the right to enter through any means necessary at the expense of the unit owner.

IV. OCCUPANCY (continued)

T. Please see that a current set or your keys are submitted to the office. Your keys will be coded and kept safety locked. Please let us know how we can obtain a set of your keys in an emergency. If key cannot be located in case of emergency, the unit owner will be held liable for any costs incurred with opening a unit owner's door.

U. No throwing of objects, including cigarette butts, from units or balconies is allowed.

V. ALTERATIONS AND ADDITIONS

A. No owner shall permit any structural modification or alteration to be made within a unit without first obtaining the written consent of the Board, which consent may be withheld in the event that a majority of the board determines, in their sole discretion, that such structural modification or alteration would affect or in any manner endanger the property. If the alteration desired by the owner involves the removal of any permanent interior partition, corporation 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 the providing of utility services constituting common elements. No owner shall cause the windows or balcony abutting his unit to be enclosed, or increased in size, 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.

B. Homeowners will post \$500.00 damage and cleaning deposit in office until any construction work is completed. Manager may charge a daily clean up fee if needed for elevator and common areas.

C. The corporation shall not have the right to make, or cause to be made, such alterations or improvements to the common elements or limited common elements which prejudice the rights of an owner in the use and enjoyment of his unit, unless in such instance, such owner's written consent has been obtained. The Board must approve the making of such alteration or improvements and the cost of such alterations and improvements shall be assessed as a common expense to be collected from all owners. However, where any alterations or improvements are exclusively or substantially for the benefit of the owner requesting same, the cost of such alterations and improvements shall be assessed against and collected solely from the owner exclusively or substantially benefited. Such assessment is to be levied in such proportion as may be determined by the Board.

HURRICANE SHUTTERS SPECIFICATIONS

D. Owners may install hurricane shutters in the units at their discretion and expense, and with the approval of the Board 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.

V. ALTERATIONS AND ADDITIONS (continued)

4. Shutters for windows other than the accessible balcony glass must be motorized, roll down style, any required structural modification, and the use of 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 will be assessed a fine of \$100.00 per day 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 key must be provided to the Manager.
7. In oncoming Tropical Storm or Hurricane situations, if owners or residents do not bring belongings & furniture off their balconies St. Tropez Association will remove them and will charge \$150.00 to the resident.

VI. PENALTIES & ENFORCEMENT

A. Enforcement of our rules begins with a request for compliance by the Concierge who notices the rules violation or receives a complaint from a resident. Usually that is sufficient, but if the violator fails to comply, the Concierge will write an "incident report" to the Manager who will then ask or write the violator to comply. Continued violations will be referred to the members of the Rules Enforcement Committee for consideration. The Association may assess fines and recovery of legal fees incurred as a result of any violation. S.T.O.C. may revoke approval of occupancy of tenants after 3 violations have occurred during their lease period.

B. The Board has the authority to petition the State Department of Business and Professional Regulation for a mandatory non-binding arbitration. If the finding is in favor of the Association, the violator must pay all legal and other costs involved in the arbitration. Should the violator ignore the arbitrator's finding, the Association can appeal to the court for legal enforcement of the finding. The Association has the right to refer the matter to legal counsel.

D. In practice, the best "enforcement" can be found in our own-shared desire to make our home an attractive, enjoyable community among congenial neighbors. Please be courteous to other residents.

VII. PETS

A. Pets are not allowed on balconies when owners are not home. No animals of any kind shall be kept in any unit unless the Board of Directors of the Association gives authorization in writing. A photo of pet must be given to Management office. Any domestic pet, which is allowed, may not weigh more than twenty (20) pounds when full grown. No guests or invitees will be permitted to bring animals of any kind into the Condominium. Renters are not allowed to maintain pets in their unit.

VII. PETS (continued)

B. An authorization in writing to keep a pet will expire when an owner's pet dies or is disposed of. All pet owners will provide vet clearance to the management office before being allowed to move in.

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

D. The term "pets" shall be limited to two (2) dogs, two (2) cats or two (2) birds total

E. Any pet must be carried or leashed from the time it leaves the apartment, through the halls, and until it is taken to the outside of the building.

F. No animals are permitted at the recreational area or pool areas.

G. Unit owners must collect and clean-up all feces from pets upon the condominium property in a timely manner.

H. 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 resident. The resident and/or 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.

I. Residents who violate the pet regulations will be given written notification by management. The resident is then responsible for correcting the violation immediately. Residents who repeatedly violate the pet regulation will be required to remove the pet upon 10 days of notice from Manager's Office.

VIII. SALE OR LEASE OF UNITS

A. SALE. Association approval is necessary in order to complete a sale of any unit. Please inform the office if you have decided to sell or lease your unit. You will need our application form as well as a copy of your contract, which must be submitted to the office with a \$150.00 processing fee to process the application. An interview with our Orientation and Welcome Committee is required for all buyers, in hardship cases; the interview can be conducted through a telephone conference call. Florida Law requires that you provide, at no cost, the buyer with current copies of our Declaration, Articles of

Incorporation, Bylaws, Rules and Regulations and a Questions and Answer sheet (available at the office). Copies of the condominium documents are available in the office for \$75.00 Commercial unit application fee is \$200.00. For **Estoppel Letter** contact Miami Management, Inc. at 305-259-1471 or 305-259-1427. Fax # 305- 252-6725. **PUD Letters:** Please direct all requests to the property manager of the association. Include a check for \$125.00 fee payable to Miami Management, Inc. PUDs will be processed within 1-3 business days. Weekends and holidays are excluded. Normal processing time is 3 weeks. For an extra fee of \$100.00 a “speedy” approval (3 business days) may be done with the exception of Foreign Nationals. For Foreign Nationals a minimum of 3 weeks processing time is required. Therefore, the Foreign National application fee will be \$350.00 per application.

VIII. SALE OR LEASE OF UNITS (continued)

B. LEASE.

1. All tenants must be approved by the Management office and Orientation and Welcome Committee. Only a lease form approved by the association may be used: currently any standard lease prepared by owners will be acceptable. Tenants must also observe all use restrictions in the condominium documents and these Rules and Regulations and these provisions are considered part of your lease. All owners must approve tenant Credit report & Criminal report before Board approves. All leases will require a month security deposit to be placed in Association Escrow Account by either owner or tenant.

2. Prospective tenants must file our application form with a copy of their lease contract and submit a \$150.00 processing fee per unit at the office. A tenant interview with our Orientation and Welcome Committee is required for a lease or sale to be approved. Commercial Unit application fee is \$200.00.

2.a- All Landlord and Tenants are required to sign the amendment to lease by St. Tropez Ocean Condominium Association before approval is given.

3. Customary approved leases are for a period of one year and the Board must approve any renewal. A seasonal lease for a period of not less than six months may be used not more that once in a 12-month period.

4. Please note that Florida 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 our recreational facilities, assigned parking spaces and common areas.

C. Owners having guests in their absence must notify the Manager, giving their name, date of arrival, and approximate length of stay. The owner is responsible for supplying guests with all necessary entrance keys or cards. All guests must provide photo ID to Concierge and/or Management office.

D. Owners must notify Management office if their property is for sale or lease. All listing realtors must register in Management office once per listing before being allowed into the building to show the unit.

E. All Realtors showing units for sale or lease will be restricted to Monday through Saturday from 9:00 AM to 800 PM appointments. Showings on are not allowed on Sundays. All brokers must sign-in at the front desk with the Concierge, submit their photo ID, and state how many clients are with them and the units they are showing.

IX. SECURITY

IN THE INTEREST OF BUILDING SECURITY, THE FOLLOWING RULES WILL BE OBSERVED:

- A. All doors leading into the building must be locked at all times.
- B. Entrance to the building is done electronically by the Concierge.
- C. It is forbidden to use the fire staircase to enter or exit the building, except for fire emergencies. Owners are not permitted on the roof for any purpose except as permitted specifically by the declaration.
- D. To avoid distraction to Concierge, all persons are forbidden to enter the area behind the security desk. Please do not loiter at the desk or do not distract the personnel from their important duties of observing the television monitors and responding to the needs of our Association.
- E. The security phone is for the sole purpose of announcing guests, providing for emergency calls, or other official business.