

Condominium Association, Inc. 1717 North Bayshore Drive & Mismi, Florida 33132-1148 Telephone: (305) 374-2822

RULES AND REGULATIONS FOR

THE GRAND CONDOMINIUM ASSOCIATION, INC.

APPROVED FEBRUARY 23, 1994 REVISED JANUARY 24, 2001

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RULES AND REGULATIONS

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FOR

THE GRAND CONDOMINIUM ASSOCIATION, INC.

SECTION A: GENERAL PROVISIONS **

1. RATIONALE

The Grand Condominium consists of residential, hotel and retail units used by a mixture of owners, lessees, quests and customers. More than most condominiums, it includes people with vastly different backgrounds, interests, opinions, habits and lifestyles, who live, work, relax and conduct business in close proximity and use common facilities.

Inherent in the condominium concept is the principal that to promote health, safety, security, harmony and peace of mind and to protect and preserve the reputation, condition and value of the building, each individual must give up a degree of the freedom of action and choice which might otherwise be exercised in separate properties.

These Rules and Regulations seek to establish clear, equitable, administrable and enforceable standards for conduct and action which benefit the majority with minimal, reasonable limitations on the individual.

In general, any condominium policy or practice which mandates particular conduct by persons connected with the condominium must be codified as a Rule and be adopted by the Board to be enforceable.

2. APPLICABILITY

- a. All persons and entities connected with the Condominium, when their actions affect the Condominium, shall comply with the Rules and Regulations set forth herein, with any and all rules and regulations which, from time to time, may be adopted, and with the provisions of the Declaration of Condominium, Articles of Incorporation, and By-Laws, as amended from time to time. Failure to comply shall be grounds for action to recover sums due for damages, fines, specified enforcement action, injunctive relief, or any combination thereof.
- b. The persons and entities cited in the preceding paragraph 2a include, but are not limited, to the following and their

officials, employees, agents, representatives, contractors, service-providers, delivery personnel, lessees, renters, customers, family members, guests and other persons for whom they are responsible:

- Unit owners and occupants
- Hotel quests
- The Association and its Management company
- Business or individuals providing services

3. ADOPTION, AMENDMENT AND RESCISSION

Rules and Regulations may be adopted, amended and rescinded only by the Board of Directors at a duly constituted Board meeting and only following notice in advance of the intended action in the form of an announced Board meeting agenda item.

4. PROCEDURES

Procedures to implement, administer and enforce these Rules and Regulations may be promulgated by the Board in separate documents. A Procedure, or a portion of a Procedure, may be incorporated into a Rule by specific reference in the Rule; the cited Procedure, or portion of a Procedure, then has the same authority and enforceability as the citing Rule.

5. DEFINITIONS

- a. Unless specifically defined in these Rules and Regulations, or unless the context requires otherwise, the terms used shall have the meanings or definitions listed in the Declaration of Condominium. All other terms shall be assumed to have the meanings attributed to those terms by the Florida Condominium Act.
- b. For the purpose of this document only, the words "Condominium policy" shall be interpreted to mean any covenant, restriction, policy, rule or regulation in the Declaration of Condominium, Articles of Incorporation, By-Laws and these Rules and Regulations.
- c. Barring is defined as formal notification that a specific individual or any representative of a specific entity is not welcome on Condominium premises and that any further uninvited presence will be considered trespassing and handled accordingly with law and legal authorities. Barring is limited to individuals or entities not having a legal right-of-access to the Condominium in their own right.

SECTION B: RULES

1. UNACCEPTABLE CONDUCT AND ACTIVITIES

- a. No conduct shall be permitted nor shall any portion of the Condominium be used in a manner which is illegal, causes damage, creates a hazard, injures the reputation of the Condominium or unreasonably interferes with the rights, comforts and conveniences of others.
- b. Sustained or frequent production of sounds, odors, electronic transmission or other emissions which disturb persons or interfere with electronic equipment in another unit is prohibited.
- c. Threat or attack, whether verbal or physical, against an employee in performance of assigned duties is unacceptable behavior.
- d. Material, labor and all other costs incurred for the repair of damage to or clean-up of a common area, limited common area or another unit resulting from vandalism, misuse, neglect, misconduct or violation of these Rules shall be the responsibility of the Unit owner involved in causing problem.
- 2. ASSOCIATION EMPLOYEES The Board is solely responsible for establishing the duties, setting performance standards, directing, supervising and disciplining employees of the Association.
 - a. On-duty employees shall not be used for personal errands.
- b. Only designated supervisors shall direct employees in the performance of their duties. Suggestions or complaints concerning the method, style or effectiveness in such performance shall be directed to the manager-on-duty, not to the employee.
- 3. ACCESS TO RESIDENTIAL AREA This Rule pertains only to access controls over entry into the residential portion of the Condominium. The procedures for issuing, replacing, recovering, activating and deactivating access cards; and for any deposits and fees involved shall be established by the Board.
- a. The holder of a valid Association-issued access card is expected to use that card to gain entry into the residential area. Persons unable or unwilling to present a valid access card shall

conform to Board-approved procedures to gain entry. Frequent failure by an access card holder to produce the access card for entry is basis for enforcement action.

- b. Any person providing entry to an individual not having an access card is responsible for that individual throughout the time the individual is in the residential area. This applies when such entry is provided by any of the following:
 - By giving or lending an access card.
 - By authorizing Security to grant access, verbally or in writing.

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- By using an access card to give unaccompanied entry.
- By permitting entry to an unaccompanied individual as the card holder enters.
- c. The Association will provide one-time access to the residential area and to a residential unit to satisfactorily identified guests of an absent owner/occupant, provided the owner/occupant notified the Association in advance of the requirement using the Association's "Access Authorization Form." Subsequent access to the residential area and the unit must be arranged by the absent owner/occupant who remains responsible for the conduct and actions of the guests while they are in the Condominium.
- d. The Association may periodically require an inventory of access cards. Failure, after reasonable notice, to produce an issued access card is basis for enforcement action which may include deactivating the access card.

4. USE OF COMMON AREAS

- a. Any activity which would exclusively use a portion of a common area or would disrupt normal activities of the Association, its contractors, residents or the operations of commercial or retail units requires request in advance to the Manager and approval by the Board or its designated representative. Such activities include, but are not limited to, parties, meetings, classes, placement of signs and displays, vendor demonstrations and sales, visitor support activities, filming sessions, moving large or multiple items, construction and repairs. The Board may establish a "use" fee to cover the expected expenses to accommodate or support such an approved activity.
- b. Appropriate clothing is expected within common areas. At a minimum men, women and children shall at all times have on footwear and athletic shirts and shorts or comparable cover-ups. Uncovered swim-wear and/or bare feet are not permitted in common areas other than the recreational deck.
- c. Children are not permitted to play in common areas, except on the recreational deck and then only under adult supervision.
- d. The use of wheeled recreational equipment, such as roller skates, roller blades, skate boards, tricycles and bicycles, is prohibited in common areas.

- e. No smoking is permitted in indoor common areas. (See related Rule 12).
- f. No items shall be left in a common area as part of a one-time or periodic pick-up and/or delivery arrangement. This includes servicing arrangements for laundry, dry cleaning, bottled water, etc.
- g. Only Association-owned property and items specifically authorized in advance by the Board on a case-by-case basis shall be placed in a common area. This does not apply to items clearly in transit but does apply to personal property such as floor mats, plants, decorations and other items placed in front of or near residential units and to signs, displays and other retail or commercial items placed in common areas.
- h. Items not the property of the Association but in a common area without specific authorization in advance by the Board shall be removed and be subject to disposition in accordance with Board-approved procedures for unclaimed property.
- 5. RESIDENTIAL PARKING GARAGE This rule pertains only to the residential parking garage, levels AA through FF including entry and connecting ramps. The procedures for registration and the fees involved and for the operation of the garage shall be promulgated by the Board.
- a. Residential owners and occupants may register the following types of vehicles for parking in the residential garage: passenger cars, passenger vans, pick-up trucks 1 1/2 tons or less, motorcycles, bicycles and similar vehicles. Vehicles shall be no larger than 6'" in height, 15' in length and 7' in width, including any projecting items such as, but not limited to, an antenna, rearview mirror, trailer hitch, carrying rack or loaded material.
- b. The following types of vehicles will not be registered for parking in the residential parking garage: vehicles larger than the dimensions listed in Rule 5a, trucks larger than 1 1/2 tons, delivery vans, construction/maintenance equipment, buses, motor homes, boats, trailers, golf carts and similar commercial and recreational vehicles. Exceptions to the foregoing may be authorized in advance by the Condominium Manager on a case-by-case basis for a specific purpose for a specified limited time.
- c. Only operational vehicles properly registered with the Association and displaying a current registration decal shall use the residential garage. All other vehicles are subject to being removed at the owner's expense.
- d. Motorcycles and bicycles shall be self-parked and retrieved on the assigned level in the designated area. All other vehicles shall use the valet service for the assigned level (see exception note below). Keys for all vehicles parked in the

residential garage shall be left with the valet staff for the assigned level. Unauthorized self-parking or retrieval or failure to leave keys for a parked vehicle with the valet staff is basis for fining, de-registration and/or towing at the owners expense.

- e. Persons using the residential garage shall conform to the Association's rules, the posted traffic signs and safe driving practices, which include but are not limited to:
 - Obeying the 10 MPH speed limit

Completely stopping at stop signs

- Having headlights ON whenever the vehicle is moving
- Yielding right-of-way to incoming vehicles
- Sounding horn only in an emergency
- f. Vehicle repair and maintenance shall not be performed in the garage. Vehicles that are inoperative must be removed from the garage within 48 hours.
- g. The Association, its management company, their employees, the valet parking company and its employees are not responsible for items left in a parked vehicle in the residential garage, nor for any damage caused by vehicle being self-parked or retrieved.

(Note: A number of early purchasers of residential units have the legal right to a designated parking space and can choose to self-park and retrieve a vehicle from the designated space).

- 6. OUTDOOR PARKING AREAS For the purpose of this Rule, a parked vehicle is a vehicle with the driver not present.
- a. Self-parking is not permitted in either the upper covered or lower uncovered motor lobby. Self-parked vehicles are subject to being removed at the owner's expense. Valet parked vehicles are permitted.
- b. Parking on the commercial ramp and loading platform is reserved for commercial, delivery, service, construction and emergency vehicles. All other vehicles, including those of unit owners, occupants, guests, visitors and employees, are subject to being removed at the owner's expense. (see related Rule 14).
- c. Exceptions to the foregoing Rule 6a and 6b may be authorized in advance by the Condominium Manager on a case-by-case basis for a specific purpose for a specific limited time.
- 7. EXTERNAL BALCONIES, PATIOS AND WINDOWS In order to preserve architectural integrity, maintain uniform exterior appearance and minimize annoyance to other units, the following apply:
- a. Nothing shall be thrown, dropped, pushed, swept or washed from a balcony or patio of a unit.

- b. A balcony or patio shall not be used for storage. No storage cabinet or shelving, appliance, building material, tools or other item not primarily serving as furniture or decoration shall be placed upon a balcony or patio.
- c. A balcony or patio shall not be used for airing or drying. No articles such as laundry, table cloths, bedding, rugs, swim wear or cleaning equipment shall be hung on or from a balcony or patio.
- d. Cooking and barbecuing are not permitted on a balcony or patio.
- e. Equipment which produces audible sounds or signals (such as a radio telephone or beeper) shall not be operational and unattended on a balcony or patio. This restriction does not apply to intrusion alarms.
- f. Items, such as, but not limited to, an antenna or flag pole, which protrude from a balcony, patio, window or exterior wall, are not permitted.
- g. Containers for plants shall not be placed on or hung from the outside of a balcony railing or patio wall.
- h. Metal foil or visually reflective materials shall not be used as a window covering or be applied to a window for security or storm protection or to reduce solar radiation.
- 8. INTERIOR DOORS AND WINDOWS This Rule pertains to residential doors and windows which open onto an atrium or common area hallway. In order to preserve architectural integrity, maintain uniform interior appearance and minimize annoyance to other units, the following apply:
- a. A unit door opening onto an atrium or hall shall not be kept open. The purpose of this restriction is to maintain air conditioning/heating balance in common areas and to minimize sounds and aromas from the unit.
- b. The exterior panel of a residential unit door may be decorated for a holiday period or on the day of a personal party or event, provided such decoration is in good taste, involves no lights, sounds or mechanized elements; does not mar or discolor the door panel; and is promptly removed when the holiday, party or event is over. Door jambs and walls shall not be decorated. (See related Rule 4g).
- c. Coverings, decorations and displayed items which face a window onto an atrium or hall are subject to approval by the Board. Coverings must be white or a light, neutral color. No. metal foil or patterned, printed or reflective material shall be used as a window covering.

- 9. RECREATIONAL DECK This rule pertains to the 10th floor recreational area, including the pool, hot tub, snack bar, rest rooms and associated deck areas.
- a. All users of the recreational deck shall abide by the posted use rules.
 - b. The following are prohibited on the recreational deck:
 - Glass containers
 - Pets
 - Fireworks
 - Sound broadcasting, other than the Association's background music and for Board-approved special events.
 - Running and active games, including ball games on the deck; ball games are permitted in the pool provided they do not interfere with other users.
 - Wheeled recreational equipment, such as roller skates and child-propelled strollers.
- c. Children under age 12 shall be accompanied at all times by an individual at least age 18 who is responsible for the children's conduct and safety.
- d. A person bringing or causing an item to be brought onto the recreational deck is responsible for its removal or its deposit in a trash container provided.
- e. Deck furniture shall not be removed from the recreational deck for use elsewhere.

10. HEALTH AND SAFETY

- a. Units shall be maintained at a level meeting reasonable standards of cleanliness, health and safety and in compliance with applicable codes, zoning restrictions, ordinances and statutes.
- b. Nothing shall be done, used or kept in the Condominium that may create a health or safety hazard and/or increase the Association's cost of insurance or result in insurance being canceled. This rule does not prohibit standard customary uses of a flammable or combustible material by the Association or within a Commercial or Retail unit, provided the material is used, stored and disposed-of in accordance with applicable codes and industry standards by properly trained persons.
 - c. Fireworks, including sparklers, are prohibited.
- d. Exterior fire and emergency doors shall not be used for ingress or egress except in an emergency.

- e. Any willful act which disables or interferes with the normal functioning of a safety or security device or system or which causes a false alarm, or which obstructs a passageway or an emergency exit, or which removes, obscures or defaces an emergency sign or instruction is prohibited.
- f. In an emergency originating in a unit or threatening a unit, the Association and its agents shall have the immediate right of entry into the unit to remedy or abate the cause of the emergency. For the purpose of this rule, an emergency includes, but is not limited to, fire, explosion, water leaks and storm damage. If the unit owner has not provided unit access keys to the Association as required by Florida Statutes 718.111(5) and 719.104(1) and forcible entry is necessary, any cost incurred in forcing entry and subsequently re-securing the unit shall be the responsibility of the owner of that unit.
- g. The Association's senior security officer on duty or the senior management official present has the authority to declare any portion of the condominium a "Restricted Area" when, in his/her judgement, the area is unsafe or the presence of unessential personnel would interfere with a security, police, fire, rescue or other operation in progress. He/she limit access to the "Restricted Area" and/or require evacuation of that area. Cooperation and compliance is required.
- 11. HURRICANES South Florida is subject to hurricanes and The Grand Condominium is located in a hurricane evacuation zone because of its bay-side site.
- a. Storm shutters are strongly recommended but such shutters must meet the Condominium's specifications and be approved by the Board before installation. (See Rule 15).
- b. A unit owner or occupant who plans to be absent during the hurricane season must prepare the unit prior to departing. Preparation includes removing all items from the balcony or patio, designating a responsible firm or individual to care for the unit should it suffer hurricane damage and furnishing the name and contact information to the Association. Approved storm shutters may remain closed in the occupant's absence.
- c. In the event evacuation is ordered by civil authorities, all persons are required to leave the building by the Association-announced deadline. (Exception: An emergency cadre of specifically trained and equipped maintenance and security employees). Subsequent to the deadline, condominium support systems will be shut down. These systems include electricity, water, sewerage, elevators, parking garages, air conditioning, etc. Normal police, fire, emergency, medical, rescue and communications services are likely to be unavailable. For all practical purposes, the condominium building will be uninhabitable.

- d. Following a hurricane, persons will not be readmitted to the building until safety inspections are completed and units will not be reoccupied until basic utility services are restored. Immediate access to units should not be expected; access may be limited for an extended period.
- 12. NO SMOKING AREAS. No smoking is permitted in indoor common areas, in indoor limited common areas, in Association-owned indoor condominium units which are open for resident or public use (such as laundry rooms) and in other indoor areas when used by the Association for Board, committee, owner or public meetings. (Implements FS 386, Florida Clean Air Act).
- 13. TRASH In order to avoid unpleasant conditions which are conducive to odors, insects, rodents and disease, the following apply:
- a. Residential common refuse should be deposited in the trash room located on each level and shall not be deposited elsewhere on the Condominium premises. These items should be bagged and placed in the trash chute. Items that will not fit in the trash chute may be placed on the floor of the trash room, provided the material is securely boxed, bound or bagged so it can be easily handled as a unit and contains only dry items and no food or animal wastes. Recyclable items and only recyclable items may be placed in the bin designated for that type of recyclable material.
- b. Retail common trash must be deposited only in the trash compactor designated for retail use which is located in the loading dock area of the LG level. Boxes shall be collapsed.
- c. Unit owners and occupants must arrange or removal from the Condominium premises of all bulky trash, hazardous material and debris from construction, remodeling, repairs, refurnishing and redecorating. Such items are not to be placed in or near Condominium trash containers, rooms or compactors. Consult the Association office concerning disposal of such items.
- d. Disposal of construction, repair and housekeeping materials in the sewer system is prohibited. This includes paper towels, potting soil, kitty litter and other solid materials and paint, plaster, petroleum-based products, cooking grease and other liquid or semi-liquid materials.
- e. The cost of removing any improperly deposited trash and repairing any damage resulting from misuse of the trash and sewer systems will be borne by the Owner of the unit involved in causing the problem.

- 14. PICK-UP, DELIVERY AND MOVING. For the purpose of this rule, a large item is defined as any item that can not be easily hand-carried by one person or transported on a valet cart.
- a. Large items shall be picked-up from or delivered to a residential unit only between 8-AM and 6 PM, Monday through Saturday.
 - b. Residents moving into or out of a residential unit shall do so only between 8 AM and 6 PM, Monday through Saturday.
 - c. All large items shall be moved between floors only by freight elevator and in and out of the building only through the loading platform and commercial delivery ramp.
 - d. Use of a freight elevator, the loading platform and the commercial delivery ramp shall be by prearrangement with the Association office. The Board-approved procedures for such scheduling and use must be followed. A damage deposit may be required.

15. MODIFICATION OF A UNIT

- a. No significant modification, including installation of hard-surface flooring, shall be made to a Unit without first obtaining the written consent of the Board. The Board-approved procedure on this subject defines "significant modification" and establishes the requirements and procedures for obtaining Board consent.
- b. Construction, remodeling or repair shall be performed only between 8 AM and 5 PM, Monday through Saturday. No such work will be performed on Sundays or holidays.
- c. Unit owners and occupants must arrange for the removal of all construction, remodelling and repair debris and remnants from the Condominium premises. (See related Rule 13c).
- d. The unit owner may be required by the Board to restore the unit to its previous condition or make further modifications if the Board did not consent to the work or if the work was not executed in accordance with the owner's proposal on which the Board's consent was based.

16. COMMERCIAL AND PROMOTIONAL ACTIVITIES

a. Residents may have personal notices and advertisements posted on the bulletin board in the mail room foyer. Such items shall be no larger than 5" x 7" and shall be given to the Concierge for date-stamping, posting and removal after four weeks or when cancelled sooner by the resident. No notices or advertisements shall be posted in any other common area without approval in advance from the Association.

- b. No flyers, handouts, bulletins, newsletters, commercial advertisements, promotional literature or similar items shall be placed or distributed in common areas except in places and at times approved by the Association. Such items shall not be delivered to units by placing the item on under or in front of a unit door. This does not prohibit delivery to units of unobtrusive personal items, subscription newspapers or publications of the Association.
 - c. Door-to-door solicitation is prohibited.
 - d. The use of the house phone system for mass solicitation is prohibited.
- e. No business, trade, occupation or profession of any kind, which generates significant traffic in and out of the residential area or which generates a significant volume of mail or package delivery, shall be permitted in a residential unit.
- f. The use of a residential unit for sales activities is limited, as follows:
- (1) Real estate open houses are prohibited. Viewing periods for interested residents are permitted with approval in advance from the Association.
- (2) Product sales activities, including sales "parties," such as art auctions, fashion shows, wine tastings, etc., are permitted only when attendance is by personal invitation and non-resident participants are pre-registered for access with Security.
- (3) Showing of items of personal property for resale, by individual appointment, are permitted.
- g. No sign, advertisement, notice, lettering or logo shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the condominium except in accordance with Board-promulgated signage standards or when specifically approved by the Board.
- h. Commercial and promotional organizations and non-resident individuals who violate this rule will be warned and, if they again violate this rule, may be barred from access to the condominium and, thereby, be subject for action for trespassing if the unacceptable activity continues.
- 17. PETS For the purpose of this Rule, a "pet" is defined as any self-mobile living thing, other than a human, belonging to and sustained by a human.
- a. Only pets registered with the Association are permitted in common areas of the Condominium and only when directly entering or leaving the Condominium. No pets are permitted on the recreational deck. Unregistered pets of unit owners and occupants owners and occupants are permitted within the owner's/occupant's

a. Only pets that have been approved by and registered with the Association are allowed in common areas.

Pets are only permitted in common areas while leashed and going directly to or from pet owners unit.

No pets are permitted on the recreational pool deck.

No pets of visitors are permitted within the condominium.

b. Pet registration:

All pets must be preapproved prior to residency approval.

All approved pet owners must pay a refundable property damage deposit of \$1,000.00 to the Association. Prior to pet being brought onto property

All pet owners must meet with Pet committee member(s) prior to approval to demonstrate pets demeanor.

No pets over 50 pounds, when fully grown, will be approved.

All pet owners must provide evidence that pet has a Miami-Dade License tag.

All pet owners must submit Association pet registration form and include photo of pet.

All pets approved must wear Association issued registration tag.

Only one pet per unit will be approved.

c. Nuisance Pets:

All pet owners are responsible for their pets behavior; to include

- Noise, barking
- Urinating/defecating on Condominium property
- Odors emanating from unit due to pet
- Aggressive behavior by pet

d. Control of pet:

All pet must be on a leash no longer then 6 feet.

All pets, unless carried in arms of owner, must be transported in service elevators.

No pets are permitted to be left unattended on Residential balconies.

All pet owners must comply with all laws, regulations, ordinances and healthy codes governing their pet. This includes maintain current licenses and all vaccinations.

e. The Association retains the right to rescind a pet approval due to violations of the Rules and Regulations.

The Association has the right to deduct costs of;

- * Repairing property damage caused by pets,
- * Cleaning up after pet urinates or defecates on common property
- * Security staff responding to complaints of disturbances caused by unattended barking dogs.

unit, provided the pet does not leave the unit. Pets of visitors are not permitted within the Condominium.

- b. Pet registration shall be accomplished in accordance with procedures promulgated by the Board of Directors. No pet weighing more than 15 pounds when fully grown will be registered after May 31, 1993. Only one pet per unit will be registered after March 1, 1994.
- c. Pet owners are responsible for their pet(s), whether or not registered with the Association, for any damage, injury or nuisance caused, including noise, odors, insects, urinating/defecating on condominium property, etc. Repeated incidents shall be grounds for the Board to revoke the pet registration and/or evict the pet.
- d. All pets shall be on a leash, in a cage or under other restraint and physically controlled by an accompanying human whenever the pet is in a common area. The Association-issued registration tag shall be attached to the pet's restraint and shall be readily visible.
- e. Dispensation from the foregoing provisions may be made on a case-by-case basis to the extent needed for reasonable accommodation of a disabled person using, for instance, "a seeing-eye" dog.

SECTION C: ENFORCEMENT

- 1. FINING In addition to all other remedies of the Association, including those specified in the Condominium policy violated, in the sole discretion of the Board, a fine or fines may be imposed upon a unit owner for the failure of the owner or any other person or entity connected with that unit to comply with Condominium policy, provided the following is adhered to:
- a. The Association shall send written notice to the owner of the unit affording an opportunity for a hearing at a time and place of the Association's choosing, but not less than fourteen (14) days from the date of the notice. The notice shall contain:
 - The date, time and place of the hearing;
 - The specific provision of the Condominium policy which allegedly has been violated; and
 - A statement of the matters asserted by the Association.
- b. The notice shall be sent by first class mail to the address of the unit owner on file with the Association and shall be effective upon mailing.

- c. The Association may, in its sole discretion, designate a committee to receive complaints of violations, send notices of hearings, preside over hearings and make findings of fact and recommendations to the Board.
- d. At the hearing, the unit owner, or his/her agent, including the occupant, invitee, lessee or guest of the unit, shall have the opportunity to respond, to present evidence and to present written and oral argument on all issues involved, and shall have the opportunity, at the hearing, to review, challenge, and respond to any material considered by the Association.
- e. Within fourteen (14) days after the hearing, the Association shall render a written decision containing findings of fact and the reasons for its decision, together with the amount of fines assessed, if any. The decision is to be mailed to the owner by first class mail and shall be effective upon mailing. No fine shall exceed the amount of \$50.00 per day for each violation. As the unit owner is responsible for himself, family, guests, invitees, lessees, occupants and all other connected with the unit, the unit owner shall be responsible to pay any and all fines assessed without prejudice to the right of the unit owner to recover from the actual violator the amounts paid by the unit owner.
- f. If the Association's decision requires the payment of a fine by the unit owner and the unit owner does not pay the fine within fourteen (14) days after the decision is mailed, the Association may, pursuant to the Declaration of Condominium, bring action against the unit owner for the amount of the fine, plus interest, costs, and attorney's fees incurred in the enforcement and/or collection of the fine.
- 2. PROCEDURES: The Board shall promulgate procedures for administering enforcement actions, including a guide for conducting a hearing.
- 3. OTHER REMEDIES: Nothing herein shall be deemed to limit any remedy, legal or equitable, the Association may have against any person, and the above fines procedure is in addition to any and all other remedies the Association may have against any person. All remedies of the Association are cumulative.



Condominium Association, Inc. 1717 North Bayshore Drive • Miami, Florida 33132-1148 Telephone: (305) 374-2822 PET REGISTRATIONS FORM

Type of pet (please circle one): DOGC	CAT OTHER:
	(Please specify)
Pet's Name:	Pet Age:
Pet's Weight:	Pet's license Tag number:
Pet's license Tag Issuance Date:/ (Pets shall wear valid County issued licens	se tag at all times)
Breed (be specific-give complete descript	ion, color, etc):
	•
Please at	tach photo of pet here
Owner to Sign Below:	
	association's rules, regulations and restrictions regarding

PLEASE RETURN FORM WITH PETS PHOTO AND CURRENT IMMUNIZATION RECORDS TO THE MANAGEMENT OFFICE.