

*One
Tequesta
Point*

Rules & Regulations

HIGH-LIGHTS OF THE RULES & REGULATIONS

- **All persons using the One Tequesta Point swimming pool shall do so at their own risk.**
- **Young babies taken into the pool by their parents must wear diapers and protective plastic diaper covering or a swim diaper.**
- **No child under the age of 12 shall use the pool without the supervision of a parent or legal guardian. Children under the age of 12 must have a waiver filed in the office and signed by a parent or legal guardian.**
- **At no time may any radio or sound device annoy, distract, or disturb other owners or residents.**
- **Barbecue-Pool – Please refer to the Pool, Bar-B-Q and Club Room Reservation and Waiver Form.**
- **Valet Parking for residents is available as follows: 1 to 3 days, no cost; after the third day a \$10.00 fee will be assess per day. There is a monthly parking space rental service (Extended Valet) for a cost of \$150.00 per month.**
- **Visiting vehicles, which cannot make contact with an Owner or Resident, shall not be granted entry to the One Tequesta Point Condominium Association property. No Valet, Concierge, or other building personnel shall have the authority to grant entry permission in the absence of an owner/resident instruction.**
- **Vehicle speed shall not exceed 5-miles per hour on the property.**

- **A unit owner or occupant may not install any type of hook, nail, screw or any other type of mechanical fastener into any part of the exterior wall, railing or floor on the terrace of their Unit.**
- **No cable reception dishes of any type are permitted to be attached at any location in or on the building at any time.**
- **No guest shall be admitted to the property without prior written approval of the Owner, or without being able to establish contact with an Owner from the Gate or Concierge Desk.**
- **Access to Building:** For security reasons all residents entering the OTP premises must have in their possession a registered electronic device (Proximity and Smart Pass) in order to gain access to the building. The building personnel will not grant entry.
- **All pets shall be transported ONLY in the freight/service elevator, and at no time shall be permitted to travel in the passenger elevators.**
- **Cans, cigarettes or butts, papers, debris, gum, etc., SHALL NOT be thrown or dropped from any balcony.**
- **There will be a clean up charge of \$20.00 for trash that is improperly disposed of by a resident, housekeeper or worker.**
- **Trash bags, boxes, or any type of debris may not be left on any trash room floor.**
- **In accordance with the Clean Air Act NO SMOKING is permitted in any hall way, elevator, stair way or stairwell, parking garage, Lobby Tequesta Club Room, Reception Area, or any other non-exempted area of the building.**

- A \$100.00 non-refundable move-in/move-out service fee shall be charged to all rental residents, payable in advance, at the time the service elevator is reserved for the moving date.
- No floor covering of any type, except for carpeting, may be installed in any Unit without the prior written consent of the Board of Directors.
- A per hour maintenance fee of \$25.00 (minimum charge one (1) hour) shall be applied to all house calls.
- Hurricane and Storm Shutters – Owner/resident responsibility -
 - If a resident, plans to be absent from his/her unit during the hurricane season, he/she must designate a responsible individual (not employed by One Tequesta Point) to care for his/her unit should the unit require shutter closing and hurricane preparation. Upon notice of an approaching hurricane, all furniture, plants, and objects must be removed from the balconies into the interior of the building, by the owner/resident. Should the Association Staff be required to close the shutters of a unit due to an unforeseen emergency situation, a \$25.00 fee will be charged to the owner's account. A FEE OF \$100.00 WILL BE ASSESSED TO THE OWNER'S ACCOUNT, IF THE OWNER/RESIDENT FAILS TO CLOSE THE SHUTTERS WITHIN 24 HOURS AFTER THE MANAGEMENT OFFICE MANDATES THE CLOSING OF THE SHUTTERS. A fee of \$25.00 will be assessed for OPENING the shutters if the shutters are not re-opened by the owner/resident within a week of the hurricane passing.

***ONE TEQUESTA POINT
 CONDOMINIUM ASSOCIATION, INC.***

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RULES AND REGULATIONS

ONE TEQUESTA POINT CONDOMINIUM ASSOCIATION, INC.

Pursuant to the Authority vested in the Board of Directors of ONE TEQUESTA POINT CONDOMINIUM ASSOCIATION, INC., the following Rules and Regulations have been adopted and affirmed. These Rules and Regulations are intended to supplement all restrictions and Rules and Regulations contained in the Declaration of Condominium and other Condominium documents.

I. USE OF THE COMMON ELEMENTS

The Common Elements of the Condominium are for the exclusive use of the Association members and their immediate families, permitted lessees, resident house guests and guests accompanied by a Member. No other person shall be permitted to use the Common Elements of the Condominium without the prior written permission of the Association.

RECREATION FACILITIES:

A. *SWIMMING POOL:*

Capacity:

- 1) The use of the Pool is limited to no more than 50 people at one time.
- 2) The use of Pool Deck area is limited to no more than 100 people at one time (unless the Condominium Association is hosting a resident party. (i.e.: Holiday Party)

Hours of Operation

- 3) The pool may be used between the hours of 6:00 a.m. and 11:00 p.m. daily.

General:

- 4) **ALL PERSONS USING THE ONE TEQUESTA POINT SWIMMING POOL SHALL DO SO AT THEIR OWN RISK.**
- 5) Association members (residents) will always have access to at least one half of the Pool facilities; to that end, Pool Parties are to be limited to no more than 50 people on the deck and no more than 25 people in the pool.
- 6) The swimming pool may be used by One Tequesta Point residents, their immediate families, and their house guests.
- 7) Use of the pool by general employees of the Association is prohibited (exceptions may be granted by the Board of Directors).
- 8) At no time are pets of any kind permitted in the pool area.
- 9) No diving is permitted.
- 10) Only appropriate swim wear may be worn in the swimming pool. No jeans, cutoffs, shorts, etc., may be worn in the pool. Nude sunbathing or swimming is not permitted.

- 11) Shoes and cover-ups must be worn to and from the pool when passing through the building.
- 12) Lobby and Meeting room furniture shall not be used by persons attired in wet bathing suits or wet clothing.
- 13) Persons using suntan oil, lotion or other similar substances shall first cover poolside furniture completely with a towel or other protective covering before using it.
- 14) Cigarette butts or cigar butts are not to be thrown on the pool deck or in the planters at the pool. Appropriate containers shall be provided.
- 15) All persons should shower before entering the pool or Jacuzzi.
- 16) The pool heaters shall be turned on in the winter when the water temperature drops below 78 degrees and shall be turned off in May. When the water is being heated the temperature shall be maintained at 82 degrees Fahrenheit.
- 17) Additional Rules and Regulations may be posted in the pool area.

Children

- 18) **Young babies taken into the pool by their parents must wear diapers and protective plastic diaper covering or a swim diaper.**
- 19) The pool area, as well as other public areas, shall not be used for games which involve running, playing ball or other boisterous activity. (Racquetball and Squash Courts are exempt).
- 20) **No child under the age of 12 shall use the pool without the supervision of a parent or legal guardian. Children under the age of 12 must have a waiver filed in the office and signed by a parent or legal guardian.**

Noise

- 21) **At no time may any radio or sound device annoy, distract, or disturb other owners or residents.**
- 22) At no time shall loud noise, conversation, screaming or loud noise from children or guests be permitted.
- 23) If at any time any resident or guest is annoyed, distracted or disturbed the Association will apply the following procedures:
 - a. **First Complaint:** Security will request offender(s) to stop the disturbance.
 - b. **Second Complaint:** A second warning will be issued and a complaint will be documented in the resident file.
 - c. **Third Complaint:** The offender(s) will be requested to leave the premises. Failure to comply with the request to leave the premises will result in Security being authorized to contact the Miami Dade Police Department. Any damages or incurred expenses of any nature will be charged to the resident's account and/or deducted from the Deposit.

Items that are NOT allowed to be in the pool area

- 24) Surfboards, floats, or other inflatable items are not permitted in the pool area or in the pool – an exception will be made for flotation devices for children under the age of five.
- 25) Glass bottles, glass containers, ceramic or china dishes or other breakable items are not permitted in the pool area. Any plastic glasses or items used at the pool must be disposed of in the provided trash containers.

- 26) Toys, tricycles, bicycles, roller blades or similar items are not permitted in or near the pool area.
- 27) Furthermore no objects are to be thrown in the pool or the pool area.

B. JACUZZI

Capacity:

- 1) The Jacuzzi is limited to no more than 10 people at one time.

Hours of Operation

- 2) The Jacuzzi may be used between the hours of 6:00 a.m. and 11:00 p.m. daily.

General:

- 3) ALL PERSONS USING THE JACUZZI DO SO AT THEIR OWN RISK.
- 4) Only appropriate swim wear may be worn in the swimming Jacuzzi. No jeans, cutoffs, shorts, etc., may be worn in the Jacuzzi.
- 5) Persons, who are pregnant or suffering from heart disease, diabetes, high or low blood pressure, etc., should not enter a hot tub without medical consultation and do so at their own risk.
- 6) The Jacuzzi temperature shall be maintained at 101 degrees Fahrenheit, as recommended by the National Athletic Association.

Children:

- 7) Due to the high temperature of the water, children under the age of 16 years shall not be permitted to use the Jacuzzi without the supervision of a parent or legal guardian.
- 8) Children under the age of 12 shall not be permitted to use the Jacuzzi.

C. BARBECUES-POOL PARTIES

Please refer to the Pool, Bar-B-Q and Club Room Reservation and Waiver Form

Capacity

- 1) A maximum of 50 people may attend, with no more than 25 party participants (including children) in the pool at any time. Evening parties (after sun down party), additional people may attend. In no case can the total surpass 100 people.
- 2) Only one (1) pool deck party will be approved per day.

Hours of Operation

- 3) Parties are limited to five-hours, and shall take place between the hours of 10 a.m. and 10 p.m. daily.
- 4) Barbecuing is allowed ONLY in designated areas on the pool deck.
- 5) Use of the Barbecue equipment is at the OWNERS'/RESIDENTS' RISK.
- 6) Only adults may barbecue.
- 7) Barbecue tools are to remain with the equipment.
- 8) Barbecue units will be thoroughly cleaned each day by the Building staff. Abrasive scrapers must not be used on the grills, but owners should clean up after themselves after use. Trash and paper debris must be removed and placed with the trash containers.

- 9) Items such as Propane must be provided by the association.
- 10) The use of the Barbecue equipment is at the OWNER'S RISK
- 11) **UNDER NO CIRCUMSTANCES IS ANY BARBECUING, COOKING OR HEATING BY ANY TYPE OF OPEN FLAME TO BE DONE ON ANY BALCONY. THIS RESTRICTION INCLUDES ELECTRIC GRILLS. (Miami-Dade Fire and Building Codes)**

General

- 12) Association Members may have parties at the pool.
- 13) Reservations are to be made with the One Tequesta Management Office. Reservations will be made on a first come first serve basis. A listing of guests to be provided to the Management Office at least three working days (Monday-Friday) prior to the party.
- 14) Deposit of US\$250 is required and will be returned if the facilities are clean and resident and guests abide by the rules.
- 15) Reservation/Waiver Form must be signed with the One Tequesta Management Office at least three working days (Monday-Friday) prior to the party.

Children

- 16) Children must be accompanied by an adult when swimming in the pool.
- 17) For every 10 children there must be at least one adult (capable of swimming).

Noise

- 18) At no time may any radio or sound device annoy, distract, or disturb other owners or residents.
- 19) At no time shall loud noise, conversation, screaming or loud noise from children or guests be permitted.

D. *RESERVATION AND WAIVER FORM*
(See Exhibit A)

E. *VALET*

- 1) Association Members shall notify the Management office three business days (Monday-Friday) prior to the party, if more than seven (7) cars are expected (maximum 15 cars per additional valet), and pay a **fee of \$100.00 for each four (4) hour period**. Note a \$200.00 fine will be charged if the office is not notified in advanced.
- 2) IF MORE THAN ONE PARTY IS BEING HELD AT OTP, please note that guests WILL be redirected to PARK in the public parking located in the retail area of the island as guest parking for the building is insufficient

F. *SQUASH AND RACQUETBALL COURTS*

- 1) Court hours are from 6:00 a.m. to 11:00 p.m. daily.
- 2) Players must wear rubber soled court shoes.

- 3) Court reservations shall be scheduled through the Concierge.
- 4) Reservations on weekends are recommended.
- 5) Games may be scheduled no more than two days in advance.
- 6) If there is a demand for the courts each owner may play for one (1) hour at a time. However, if two (2) owners are playing together, they shall be permitted to play for two (2) hours.
- 7) Players who are 10 minutes late for their reservation, and who have not called to notify the Concierge, shall forfeit their play time.

G. *PHYSICAL FITNESS CENTER*

- 1) Physical Fitness Center hours are from 6:00 a.m. to 11:00 p.m. daily.
- 2) Use of the Exercise Room is restricted to persons over 18 years of age.
- 3) Young adults under the age of 18 may use equipment with adult supervision of a legal guardian.
- 4) **UNDER NO CIRCUMSTANCES MAY ANY PERSON UNDER 18 YEARS OF AGE USE THE "FREE WEIGHTS".**
- 5) **USE OF EQUIPMENT IS AT YOUR OWN RISK!**
- 6) The exercise equipment requires special instruction, owner's/resident's are responsible for obtaining instruction.
- 7) Owners/residents must register outside personal trainers with the Concierge.
- 8) Equipment must be wiped dry after each use.
- 9) No food or glass containers are permitted in the Exercise room.
- 10) Under no circumstances is any exercise equipment to be removed from the exercise area.

H. *TEQUESTA CLUB ROOM-SOCIAL ROOM*

- 1) Arrangements to reserve the Social and Meeting rooms for private affairs must be made with the Management Office at least (3) three business days in advance of the party or reception.
- 2) The following requirements and restrictions will apply to parties in the common areas:
 - a) A \$250 common area security deposit is required for activities in the Social or Meeting rooms and Pool/Barbecues Parties. This will be returned immediately after inspection of the area. Any damage will be taken from the security deposit.
 - b) A \$100 cleaning fee will be assessed for each event (non-refundable).
 - c) Only one party, per room, per night will be permitted in the social areas.
 - d) A full guest list must be received by the Property Manager at least (24) twenty four hours in advance or (3) three working days (Monday – Friday) in advance of the event. The Management Office must know the number of people attending each event.
 - e) For the security of our residents, guests shall not be permitted outside of the Club Room or the Resident's apartment.
 - f) Parties are to remain in the Club Room and may NOT extend into the lobby or reception area.

- g) No live music is permitted without the written permission of the Board of Directors.
- h) Continuous adult supervision is required for all teenage or children's parties.
- i) The Association requires that a Reservation/Waiver Form be signed and submitted at least (3) three working days (Monday – Friday) prior to event in order to reserve the social areas. The Reservation/Waiver Form may change from time to time as deemed necessary by the Board of Directors. This form is also applicable to Pool/Barbecue Parties

I. ***SAUNAS***

- 1) The use of the Saunas is restricted to Owners/Residents over 16 years of age.
- 2) Saunas must be turned off after each use.

J. ***EXECUTIVE CENTER***

- 1) The Executive Center is provided for the Owners'/Residents' use for business meetings, business receptions, and business related work projects. It is a state-of-the-art area which includes the following amenities:
 - a). Fax
 - b). Copier
 - c). Telephone
 - d). Desks and Secretary Station
 - e). Conference Table
 - f). Microwave
 - g). Refrigerator
- 2) This area is available to Owners only and by reservation only. Reservations must be made through the Management Office.
- 3) A deposit of \$250 will be required to reserve and use the Executive Center.
- 4) Deposit will be applied towards cleaning and or damage to room, furniture or equipment. A walk through will be completed with the Owner/Resident to review fees to be assessed based on usage. .

II. **PARKING AND MOTOR VEHICLES**

K. ***PARKING-VALET SERVICE***

- 1) All residents must display a current parking decal in the lower left inside window of the car. Vehicles without a parking permit may be subject to ticketing and towing from the premises at the Owner's expense.
- 2) Unit owners or their lessees shall be responsible for compliance with these rules by their employees and guests and shall bear all cost of enforcement.
- 3) Parking in Fire Lanes at any time is prohibited.
- 4) Vehicles are to be parked in assigned spaces only. Parking in another owner's space

- could cause the vehicle to be towed from the property at the vehicle owner's expense.
- 5) Unauthorized parking shall be grounds for towing/removal of the vehicle(s) by The Association at the expense of the vehicle's owner and/or operator.
 - 6) Unauthorized parking includes vehicles parked so as to block or impede entering or exiting from other parking spaces, drives, roads, or building entryways.
 - 7) Maximum measurements – Refer to Page 12, Item 10)
 - 8) Any leasing, loaning or transfer of parking spaces must be approved by the Management Office prior to the leasing, loaning, or transfer.
 - 9) GUEST AND EXTRA CAR PARKING IS BY VALET ONLY.
 - 10) **Valet Parking for residents is available as follows: 1 to 3 days no cost; after the third day a \$10.00 charge will be assess per day. There is a monthly parking space rental service (Extended Valet) for a cost of \$150.00 per month.**
 - 11) **ALL RESIDENTS MUST ADVISE THE ASSOCIATION OFFICE IF THEY ARE EXPECTING SEVEN OR MORE CARS.**
 - 12) **THERE WILL BE A CHARGE TO THE RESIDENT OF \$100 PER VALET.**
 - 13) **IF THE RESIDENT DOES NOT ADVISE THE OFFICE IN ADVANCE OF THEIR HAVING EIGHT OR MORE CARS ARRIVE, A VALET CHARGE OF \$200 WILL AUTOMATICALLY BE ADDEDD TO THE RESIDENT'S ACCOUNT.**
 - 14) **Visiting vehicles, which cannot make contact with an Owner or Resident, shall not be granted entry to the ONE TEQUESTA POINT CONDOMINIUM ASSOCIATION property. No Valet, Concierge, or other building personnel shall have the authority to grant entry permission in the absence of an owner/resident instruction.**

L. ***SMART PASS/GARAGE ACCESS***

- 1) The Association shall issue only one Smart pass or other type of garage access Device for each parking space that is assigned, rented or transferred to a Permanent Resident of One Tequesta Point.
- 2) No Resident may loan, give, or transfer their Smart Pass to any Person who is NOT a permanent resident of their own Unit in One Tequesta Point.

M. ***AUTOMOBILES / VEHICLES***

- 1) All vehicles must display the One Tequesta Point parking permit.
- 2) **VEHICLE SPEED SHALL NOT EXCEED 5-MILES PER HOUR ON THE PROPERTY**
- 3) Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium's property.
- 4) All vehicles must be registered with the office and a telephone number MUST be provided to the Manager for contact in case of emergency
- 5) All vehicles parked on the premises must display a valid license plate.
- 6) All vehicles parked on the property must be in an operable condition.

- 7) Vehicles with expired tags and or in an inoperable condition, including flat tires, may be towed from the property at the Owner's expense.
- 8) Washing of vehicles must be accomplished in the designated area only.
- 9) No trucks or vans exceeding 7500 pounds, no commercial vehicles, campers, mobile homes, boats, house trailers, boat trailers, recreational vehicles, or trailers of any other description shall be permitted to be parked or stored any place in the parking areas or any portion of the land enclosed in the Condominium. This prohibition shall not apply to the temporary parking of commercial vehicles for pickup, delivery, emergency service or other commercial services.

10)

WIDTH- 70 inches
LENGT'H-16 feet long
HEIGHT-6 feet, 5 inches

EXCEPTION: Should an Owner purchase a **tandem parking space**, a water bike or Jet Ski may be parked in the front parking space. The Association assumes absolutely no liability for any such recreational vehicle's safety or security.

- 11) Except in emergency, **NO HORNS SHALL BE BLOWN ON THE PROPERTY.**
- 12) No vehicle may play the car radio in a loud manner while on the Condominium property.
- 13) Excessive noise, slamming of doors, racing of engines, and the use of horns must be avoided in the Condominium property, including the garage. If a vehicle is equipped with an alarm which rings in excess of 30 minutes without correction, said vehicle shall be towed from the property at the Owner's expense.
- 14) Damage inflicted to the Property by any vehicle shall be the responsibility of the vehicle Owner.
- 15) The Owner of any vehicle leaking oil or any other automotive fluid onto the Condominium Property shall be responsible for any expenditure required to restore the property to a clean condition.
- 16) **UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION BE HELD RESPONSIBLE FOR DAMAGE TO OR THEFT OF ANY VEHICLE WHICH IS PARKED ON THE CONDOMINIUM PROPERTY.**

N. ***BICYCLES***

- 1) All bicycles must display the One Tequesta Point bicycle permit.
- 2) Bicycles, scooters, motorcycles, mini-bikes, etc., may be kept only in the parking garage in designated areas and may not be transported in the Building's elevators or through its lobby.
- 3) Bicycles, scooters, motorcycles, mini-bikes, etc., may not be stored in units, hallways, or on balconies.
- 4) Bicycles shall not be ridden on the pool deck or on parking ramps.

- 5) **UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION BE HELD RESPONSIBLE FOR DAMAGE OR THEFT OF BICYCLES OR ANY OTHER TYPE OF WHEELED OR RECREATIONAL ITEM.**

III. THE BUILDING

O. *ELEVATORS*

- 1) Absolutely NO SMOKING is permitted in any elevator in the building.
- 2) Damage to elevators by moving in or moving out or carrying any articles therein shall be the responsibility of the applicable Owner.
- 3) At no time shall any person use the emergency telephones for personal use.
- 4) No Pets may be transported in the passenger elevators. All pet transport must be in the freight/service elevator.

P. *EXTERIOR OF THE BUILDING*

- 1) One Tequesta Point Condominium Association, Inc. Structural Penetration Policy Adopted on November 13, 2001
 - a) **A Unit Owner or occupant may not install type of hook, nail, screw or any other type of mechanical fastener into any part of the exterior wall, railing on Floor on the terrace of their Unit.**
 - b) This policy is intended to prevent the Proliferation of structural cracks and water intrusion in the building
- 2) **NO CABLE RECEPTION DISHES OF ANY TYPE ARE PERMITTED TO BE ATTACHED AT ANY LOCATION IN OR ON THE BUILDING AT ANY TIME**

Q. *BALCONIES*

- 1) The balconies of the unit are limited common areas and may not be altered either in color or in structure. (See installation of tile, shutters)
- 2) No awning, shutter, canopy, or other projection shall be attached to or placed upon the outside walls, doors, or roof of the building without the prior written permission of the Association.
- 3) All window coverings shall be limited to prescribed type (i.e. drapes, louvers, shades or blinds) with an outside color of white. The use of sheets, blankets, aluminum foil, newspaper, or any similar items is strictly prohibited.
- 4) No radio or television aerial or antenna shall be attached to or hung from the exterior of the Building or roof thereon.
- 5) No sign, notice, advertisement or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on, or upon any part of the Condominium property by any Unit Owner or occupant, so as to be visible from the outside of the condominium unit. The placing of signs or directions shall be permitted only by the Developer, as per the Condominium Documents.

R. ***ROOF***

- 1) DOORS TO THE ROOF MUST BE KEPT LOCKED AT ALL TIMES.
- 2) Owners, Residents, or their families, guests or employees are not permitted on the roof at any time. The only exceptions are Association employees on assigned duty.

S. ***INTERIOR OF BUILDING***

- 1) It is prohibited to hang, nail, paste, attach, or glue any item to the common area hall walls, doors, or windows.
- 2) The maintenance of the unit's door interior finish is the responsibility of the Owner. The exterior finish of the unit door is the responsibility of the Association.
- 3) It is prohibited to place any mat, rug, plant, or any other type of obstruction in the hallways of the building.
- 4) It is prohibited to change the style of lock or lock plate to your unit door, or in any way to alter the general overall design of the unit's front door and hardware.
- 5) Any damage to the hall walls, chair rails, ceilings, carpeting or other common property shall be the responsibility of the unit Owner, whether caused by the Owner, guests, agents or invitees of the Owner.
- 6) No storage of any kind is permitted in mechanical closets which are located in the hallways of the building.
- 7) No storage of any paint product or other flammable product is permitted in ANY mechanical closets, whether located in or outside the unit.
- 8) No solicitation or solicitors are permitted in the Building at any time.
- 9) It shall be the duty of all occupants to report solicitors to the office and or the Access Control Officers.

IV. **OWNER RESPONSIBILITY**

T. ***GUESTS***

The loan of a unit is the granting of permission to occupy a unit, without payment or consideration, in the absence of residence by the Owner of the unit. **No unit may either be leased or loaned more frequently than one (1) time each calendar year.** The Board of Directors shall be notified in writing of the proposed loan of a unit. This section shall not apply to the loan of a unit to a member of the unit Owner's immediate family (that is, parents, children, brothers, sisters, grandparents, or grandchildren) provided that at least one of such family members who is to occupy the unit is 18 years of age or older. No lessee may loan a unit, as residence of a leased unit shall be only by those persons indicated on the application to the Association to lease a unit. Owners must notify the Property Manager of all non-Owner occupants of the apartment, including family members.

Each unit shall be used only for residential purposes, and no transient use shall be permitted. As such, if a unit is owned by a corporation, partnership, trust, or other non-personal entity or by more than two (2) persons, the Owner or Owners of that unit shall designate one (1) "primary occupant" of the unit which designation may be changed not more frequently than once each calendar year by written notice to The Board of Directors. No person may reside in a unit in the absence of residence by the Owner or, if applicable, the primary occupant(s), more frequently than once each calendar year.

Residents are responsible for their guests' adherence to the Rules and Regulations of *ONE TEQUESTA POINT CONDOMINIUM ASSOCIATION, INC.*

Residents are to notify the Property Manager in writing, at least 24 hours in advance, of guests intending to use their apartment in the Resident's absence, including the length of stay, number of persons in party, and names of all persons. The ASSOCIATION reserves the right to request identification from the guests at time of arrival in the building.

It is the responsibility of the Owner to provide keys for guests. Under no circumstances will emergency keys in the possession of the Association be given out or loaned.

- 1) **All Owners are advised to purchase Liability / Homeowners Insurance to cover injuries to their guests or damage to their personal property, including automobiles.**
- 2) **No guests shall be admitted to the property without prior written approval of the Owner, or without being able to establish contact with an Owner from the Gate or Concierge Desk.**
- 3) The Condominium Association shall accept NO responsibility for any accident or injury to any guest/s at ANY TIME.
- 4) Any guest in residence for more than 21 days must make application to The Board of Directors for residency approval.
- 5) Under NO circumstances may occupancy of any guests exceed two persons per bedroom. (i.e. One bedroom, 2 overnight guests, Two bedroom, 4 overnight guests, Three bedroom, 6 overnight guests, etc.)
- 6) Guests of Owners and/or Residents **shall not** be permitted to bring pets into the building.
- 7) Any damage of any sort caused to the Association property by guests shall be the sole responsibility of the Owner.
- 8) **Access to Building: For security reasons all residents entering the OTP premises must have in their possession a registered electronic device (Proximity and Smart Pass) in order to gain access to the building. The building personnel will not grant entry.**

U. ***PETS***

- 1) Only one (1) domesticated dog OR two domesticated cats may be kept in a Unit at any

time. A Resident may maintain either one (1) dog, one (1) cat or two (2) cats, but no combination of dogs and cats, no more than one (1) dog, and no more than two (2) cats.

- 2) **Renters are not permitted to have pets in the units.**
- 3) Upon move in, or upon acquisition of a pet, the pet must be registered in the office and a snapshot of the pet must be provided for the Owner's permanent Condominium file.
- 4) Any resident maintaining a pet on Condominium property shall be fully responsible for, and shall bear the total expense of any damages to the property resulting from the acts of the pets. Any damage shall be determined by The Board of Directors and collected by the Association.
- 5) Aquarium fish and small domesticated caged birds are permitted.
- 6) Pitbulls, or any other breed considered to be dangerous by The Board of Directors are NOT PERMITTED.
- 7) Pets shall not be left on balconies where they may annoy other residents.
- 8) No pet shall be left on a balcony unattended or while the Owner is absent from the Building.
- 9) Any pet which becomes obnoxious to other unit Owners or occupants is subject to removal from the Condominium property upon review of the Board of Directors.
- 10) PETS SHALL NEVER BE PERMITTED TO RUN FREE ON THE PROPERTY OR IN THE BUILDING except within a Unit.
- 11) **All pets shall be transported ONLY in the freight elevator, and at no time shall be permitted to travel in the passenger elevators.**
- 12) All pets must exit and enter the building through the garage exits, and may not, at any time, be led or carried through the common areas, lobbies, or third floor elevator lobbies.
- 13) When outside, all pets must be leashed on a leash not to exceed six feet in length, and shall be handled by an individual or Owner willing and fully able to control the pet.
- 14) If required by Dade County or the City of Miami, all pets must be licensed and be inoculated against rabies or other detrimental conditions.
- 15) Should a pet happen to accidentally soil the carpeting or flooring in a hallway, the Owner must call the office or Concierge immediately so that special cleanup and sanitation procedures may be activated to ensure the integrity of the common area furnishings, floor coverings and appearance.
- 16) In the event that any pet shall defecate or soil in any way in or on the ONE TEQUESTA POINT Condominium property, the Owner shall immediately clean up the area, utilizing a "pooper scooper" or latex glove, deposit the waste in a small paper bag and deposit the waste in the appropriate trash collection container. Should the Owner not clean up the area, the building Staff shall clean it up at a cost of \$50.00 per instance, and the cost of cleanup shall be billed to the Owner. THIS RULE IS A MASTER ASSOCIATION RESTRICTION ALSO.

V. ***DAMAGES***

- 1) Owners shall be liable for all damage caused by guests, renters, family, employees, contractors, assignees, or pets.

- 2) All damages assessed to any Owner shall be due in 30 days from date of assessment and shall accrue interest at the applicable rate per month until such charges are paid.
- 3) Damages shall include any charges or costs incurred by The Association in the enforcement of the Rules and Regulations, including, but not limited to, legal fees, staff overtime; replacement of amenities, administrative costs, security charges, or police protection.

W. **BALCONIES**

- 1) No rugs, clothing, towels, mops, or other objects may be shaken, dusted, or hung from the balconies.
- 2) Balconies may not be used as storage areas.
- 3) All loose and movable items must be removed from balconies or terraces upon notice of an approaching hurricane or other inclement weather characterized by high winds. This includes furniture and plants.
- 4) Objects may not be placed on balconies so as to create a risk or injury should they fall or be carried off by high winds.
- 5) NO HEAVY HOOKS OR ATTACHING ITEMS MAY BE INSTALLED IN ANY BALCONY CEILING FOR THE INSTALLATION OF WEIGHT LIFTING EQUIPMENT OR CHINNING BARS.
- 6) GLASS TOP TABLES ARE STRICTLY FORBIDDEN.
- 7) **Cans, cigarettes or butts, papers, debris, gum, etc., SHALL NOT be thrown or dropped from any balcony.**
- 8) Waterproof containers (liners) must be placed under all plants or flower pots on the balconies.
- 9) The watering of plants on balconies and the sweeping and/or mopping of balconies shall not be done in such a manner as to disturb persons residing in other units, or to damage their patio furniture or other personal items.
- 10) THE HOSING OF BALCONIES OR SCREENS IS STRICTLY FORBIDDEN.
- 11) Barbecues, hibachis, smoker style appliances, or open fires of any kind are NOT permitted on any balcony or any common area. (Exception- Association provided Barbecue Grills on Pool Deck)
- 12) NO BUILT-UP DECKS ARE PERMITTED ON BALCONIES.
- 13) Any covering (tile, etc.,) must be submitted to the Board of Directors for approval prior to installation. Balcony floors must be waterproofed prior to hard flooring installation. (See "Alteration to Unit") Materials installed without the approval of The Board of Directors are subject to removal, with all associated costs of said removal to be born by the Owner.
- 14) Artificial grass or carpeting of any type is not permitted to be installed on any balcony.

X. ***HURRICANE AND STORM SHUTTERS***

- 1) Hurricane Shutters must remain in the open position except in case of hurricane or high wind notification.
- 2) The Association will make arrangements for a once; or twice a year maintenance of the hurricane shutters.
- 3) **If an Owner plans to be absent from his unit during the hurricane season, he/she must:**
 - a) **Designate a responsible individual (not employed by One Tequesta Point) to care for his/her unit should the unit require shutter closings and hurricane preparation. The name of this individual must be provided to the Property Manager with a phone number and method of contact.**
 - b) **Leave all unit windows TIGHTLY CLOSED AND SECURED.**
- 4) **Upon notice of an approaching hurricane, all furniture, plants, and objects must be removed from the balconies into the interior of the building by the owner/resident.**
- 5) **Should the Association Staff be required to close the shutters of a unit, due to an unforeseen emergency situation, a \$25.00 fee will be charged to the owner's account.**
- 6) **A FEE OF \$100.00 WILL BE ASSESSED TO THE OWNER'S ACCOUNT, IF THE OWNER/RESIDENT FAILS TO CLOSE THE SHUTTERS WITHIN 24 HOURS AFTER THE MANAGEMENT OFFICE MANDATES THE CLOSING OF THE SHUTTERS.**
- 7) **A fee of \$25.00 will be assessed for OPENING the shutters if the shutters are not re-opened by the owner/resident within a week of the hurricane passing.**
- 8) **IN CASE OF EVACUATION ORDERS FROM ANY GOVERNMENTAL AGENCY, ALL UNIT OWNERS MUST EVACUATE THE BUILDING. THERE WILL BE NO EXCEPTIONS TO THIS RULE; IF YOU DO DECIDE TO STAY YOU DO SO AT YOUR OWN RISK. THE ASSOCIATION WILL HAVE NO RESPONSIBILITY OF WHATSOEVER NATURE.**

Y. ***NOISE***

- 1) No resident shall make or permit to be made any disturbing noise within the condominium, nor shall he/she permit family, friends, servants, employees, agents, visitors or licensees to make any disturbing noises, or permit anything to be done by such individuals so as to interfere with the rights, comforts, or convenience of other residents.
- 2) No resident shall play, or be allowed to play any musical instrument, or operate, or allow to operate a phonograph, television, radio, or sound amplifier in his unit in such a manner as to be unreasonably disturbing or annoying to other residents of the Condominium.

Z. TRASH, GARBAGE AND RECYCLING

- 1) All trash, debris, and garbage must be secured in appropriate bags and deposited in the correct recycling slot.
- 2) **THERE WILL BE A CLEAN UP CHARGE OF \$20 FOR TRASH THAT IS IMPROPERLY DISPOSED OF BY A RESIDENT, HOUSEKEEPER, OR WORKER.**
- 3) **Trash bags, boxes, or any type of debris may not be left on any trash room floor.**
- 4) Boxes are not permitted to be thrown down the chutes. Boxes must be carried to the first (1) garage level for disposal.
- 5) The owners must immediately remove the containers after unpacking.
- 6) No flammable material, lighted cigarettes, cigars, etc., or loose glass may be thrown down the chutes.
- 7) Any Owner or Resident found to be violating the Dade County Law or ONE TEQUESTA A POINT recycling rules in such a manner as to cause the Building to be fined for Recycling Violations shall be assessed the total fine imposed by any agency or by The Board of Directors. The collection of such fine shall be conducted by the Association or through the Association attorneys.

AA. CONDUCT

- 1) No person in a private dwelling or in a common area of the Condominium shall engage in loud and boisterous or other disorderly, profane, indecent, immoral, or unlawful conduct.
- 2) The Owner of an apartment shall be held totally responsible and liable for the conduct and actions of his/her lessees, guests, family, children, pets, or assignees.
- 3) Children shall not be permitted to play in the lobby, the hallways, the driveways, the elevators, the Executive Center, the Condominium offices, the Exercise Room, The Tequesta Club Room, the Squash or Racquetball Courts, the garage ramps or the stairwells at any time.
- 4) No person shall be permitted to attach, nail, hang, pin, paste, or paint any item or decoration on any common area hallway ceiling, wall or exterior door.

BB. SMOKING

- 1) **IN ACCORDANCE WITH THE CLEAN AIR ACT NO SMOKING IS PERMITTED IN ANY HALL WAY, ELEVATOR, STAIR WAY OR STAIRWELL, PARKING GARAGE, LOBBY, TEQUESTA CLUB ROOM, RECEPTION AREAS OR ANY OTHER NON-EXEMPTED AREA OF THE BUILDING.**
- 2) By request at time of reservation, smoking may be permitted in the Executive Center. A \$250 security deposit shall be required at time of room reservation.
- 3) Cigarettes and similar items must be extinguished and deposited in designated

- receptacles PRIOR to entering the Common Areas of the Building.
- 4) Smoking is permitted at the pool deck. Smoking materials must be extinguished and deposited in provided receptacles.
 - 5) Any Owner or guest causing the very sensitive building smoke detectors to put the One Tequesta Point fire system in alarm mode shall face sizable fines and shall be required to pay all fines as imposed by Dade County or the Fire Department.

CC. *WINDOWS*

- 1) The washing of an Owner's balcony windows on the outside is the responsibility of the Owner.
- 2) The exteriors of all other windows shall be washed twice a year by the Association contractor.
- 3) Preventative Maintenance of the sliding glass doors shall be the responsibility of the Owner.

DD. *MOVING IN OR OUT*

- 1) ONLY ONE MOVE-IN OR MOVE-OUT IS PERMITTED EACH DAY.
- 2) A **“Move-In/Move-Out Acknowledgement Form”** must be obtained from the Management Office and must be completed, signed and returned to the office prior to scheduling the move.
- 3) Moving in or out of One Tequesta Point Condominium must be accomplished by professional and insured moving companies. **A copy of the insurance Certificate will be provided to the office prior to any move being scheduled.**
- 4) Moving hours are 9:00 a.m. to 5:00 p.m., Monday through Friday.
- 5) Moving Companies must arrive on the property before 1:00 p.m.
- 6) Full moves will NOT be permitted to commence after 1:00 p.m.
- 7) All Moving trucks must be off the property by 5:00 p.m. sharp. NO EXCEPTIONS TO THIS RULE CAN BE MADE. A fine of \$100.00 per hour and any part thereof will be charged if additional time is required.
- 8) NO MOVING IN OR OUT IS PERMITTED ON WEEKENDS OR LEGAL HOLIDAYS.
- 9) Residents must coordinate and schedule moves with the Office at least 48 hours in advance before moving in or out of furniture or household goods, subject to elevator availability.
- 10) **Truck Size limitation is as follows:**
 - Length of Truck: 35 feet;**
 - Width of Truck: 8 feet;**
 - Height of Truck: 11.6 feet**
 - (Measured from bottom of tire to top of truck)**
- 11) Semi-tractor trailers (18-wheelers) are not permitted on the Island. You must notify your moving company that they must make the necessary arrangements to use shuttle trucks which meet the size limitations as described in item 10 above.

- 12) A \$500.00 Common Area Security deposit is required and must be in the office 48 hours in advance to the move.
- 13) **A \$100.00 non-refundable moving service fee shall be charged to all rental residents, payable in advance, at the time the service elevator is reserved for the moving date.**
- 14) At the end of the move the area shall be inspected and the deposit shall be returned, providing no damage has occurred.
- 15) Any damage to Common Areas by movers shall be assessed to the Owner of the unit, the Security deposit will be used to correct the damage.
- 16) Should the damage exceed the amount of the Security deposit, the balance will be billed to the person moving in or out.
- 17) Wood furniture being shipped from the African continent, South or Central American countries in shipping containers by sea must be warehoused and treated with appropriate termite extermination chemicals (VIKANE GAS) prior to delivery to One Tequesta Point. Information may be obtained in the office.

EE. ***WORKMEN-INSTALLATIONS-DELIVERIES***

- 1) **INSURANCE REQUIREMENTS:**
 - a) Any company, workman, tradesman, installer, or person performing alterations or installations in One Tequesta Point Condominium must provide **proof of liability insurance in the amount of \$1,000,000.00** (one million dollars) and Workers Compensation Insurance.
 - b) The company or person must provide a certificate of insurance to the Property Manager listing the Agent's phone number, and indicating that One Tequesta Point Condominium Association is listed as an additional insured.
 - c) The certificate shall also state that all sub-contractors hired by any contractor are covered by the company's Workers' Compensation coverage.
 - d) Insurance Certificates may be hand delivered 24 hours prior to the work starting.
 - e) **LACK OF PROOF OF INSURANCE SHALL DELAY THE START OF A JOB.**
- 2) All contractors and sub-contractors must wear a One Tequesta Point work permit identification badge at all times while on the Association property.
- 3) All work, deliveries, repair, or installations must be noticed to the office for inclusion in the daily staff and gate schedule.
- 4) After hours or weekend emergencies such as plumbing or air conditioning repairs must be communicated to the Concierge and/or the gate by the Owner prior to the serviceman's arrival on the Property.
- 5) Saturday installations or repairs of telephone equipment or cable equipment are permitted.

FF. ***ALTERATION, REPAIR, STRUCTURAL CHANGES***

- 1) **GENERAL:**
 - a) In order to perform any alterations or reconstruction in the unit, a Dade County

and/or City of Miami building permit must be obtained. A copy of the permit must be submitted to the Office prior to commencement of any work.

- b) Forms for application to alter the unit may be obtained in the Office. Items requiring permission for alteration are windows, cabinets, doorways, walls, wall removal, attached hard flooring, built-in appliances, air conditioning, heating, plumbing, electrical, or mechanical relocations.
- c) All work by private contractors and sub-contractors must be accomplished between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. No commercial work is permitted on weekends or holidays.
- d) **ALL COMMON AREAS FROM ELEVATORS TO APPLICABLE UNIT MUST BE PROTECTED WITH CANVAS COVERING PRIOR TO AND DURING ANY INSTALLATION, FLOOR INSTALLATION, REPAIRS, RECONSTRUCTION, OR PAINTING. ALL DEBRIS, OF ANY KIND, GENERATED BY AN OWNER'S WORKERS MUST BE REMOVED FROM THE PROPERTY AT THE END OF EACH WORK DAY. UNDER NO CIRCUMSTANCES ARE CARPET SCRAPS OR ANY CONSTRUCTION DEBRIS TO BE THROWN DOWN THE TRASH CHUTES OR LEFT IN THE GARAGES.**
- e) Any extra cleaning procedures required to be performed by the Building staff due to an Owner's unit work will be billed to the unit Owner
- f) Emergency air conditioning or plumbing repair is permitted at all times. Owners should notify the Concierge or Office of the problem.
- g) Telephone installation or repair is permitted at all times.

2) INSURANCE REQUIREMENTS:

- a) All contractors or sub-contractors performing work at One Tequesta Point Condominium must possess liability insurance coverage in the amount of at least \$1,000,000.00 dollars, (one million) and Workers Compensation Insurance which covers each and any worker performing work on the premises.
- b) A certificate of insurance, the issuing agent's name, address, and telephone number must be provided to the One Tequesta Point Office and listing One Tequesta Point Condominium Association as an additional insured, prior to the start of any work.
- c) All contractors and sub-contractors must wear a One Tequesta Point work permit identification badge at all times while on the Association property.

3) STRUCTURE:

- a) **NO ARCHITECTURAL MODIFICATION MAY BE PERFORMED WITHOUT THE PRIOR WRITTEN PERMISSION OF REPRESENTATIVE OF THE BOARD OF DIRECTORS.**
- b) No alterations of any kind which may violate or alter the structure of any bearing wall will be permitted.
- c) No fire chases or fire risers may be violated, cut through, or altered in any way.

- d) No smoke detectors or emergency sound equipment may be concealed in soffits, or covered by glass or mirrors.

4) FLOORS:

- a) **No floor covering of any type, except for carpeting, may be installed in any Unit without the prior written consent of the Board of Directors.**

The Association's approval of the proposed flooring installation does not constitute an acknowledgement or warranty that the floor is properly installed. It is the unit owner's sole responsibility to ensure that the contractor installs the underlayment and floor materials in compliance with the manufacturer's specifications and that the floor coverings as installed, results in a **minimum Sound Transmission Classification (S.T.C.) of 52 and a minimum Impact Isolation Classification (I.I.C.) of 52.**

If the floor covering, as installed, is found to be in violation of the aforementioned requirements, the violating unit owner shall be liable for all costs incurred in testing. In addition, the Association shall be entitled to recover from the violating unit owner all reasonable attorney's fees and costs (including but not limited to pre-trial, arbitration, mediation, trial, appellate) incurred in testing, removal of floor covering and all other expenses associated with curing the violation, obtaining compliance, and all remedies to obtain compliance.

Any resident (complainant) who believes that a neighboring unit has an improperly installed flooring shall notify the Association in writing that he/she believes a violation exists. The Association shall investigate the source and severity of the noise and advise the complainant of its conclusion. The complainant, may at its own expense, retain an expert qualified in sound engineering to perform tests on STC, IIC, and mechanical isolation compliance. If such expert determines that the floor is not in compliance with the Association's STC, IIC, and mechanical isolation requirements, then the owner shall reimburse the complainant for the testing costs and shall be responsible for all costs of compliance. If the expert determines that the floor complies with the Association's requirements, then the complainant shall not be reimbursed for any costs, including the costs of the expert. If the complainant does not retain an expert, the Association shall be under no obligation to take further action regarding the noise, other than its initial investigation.

No owner shall replace any flooring in a unit, other than carpeting, without meeting the requirements of these rules.

- b) Replacement of any hard flooring will require soundproofing even though none presently exists.

5) BALCONIES:

- a) Although soundproofing is not required on balconies, the floor of the balcony must be WATERPROOFED prior to installation of hard flooring. Materials for waterproofing which have been approved by The Board of Directors are Latacrete, HCL-5000 or Thoroseal.
- b) The scuppers (drains) on the balconies must be protected against breakage, filling, blockage, or damage of any kind. A half moon cutout at least two (2) inches from the drain must be made in all flooring materials. A waterproof grout material must seal the edges of the half moon cutout, which connect with the concrete of the balcony. Specifications and drawings are available in the office.
- c) NO MARBLE OR TILE THICKNESS MAY EXCEED three-eighths (3/8") inch. The weep holes in the glass doors must not be covered in any manner.

GG. BAY WALKWAY

- 1) The Bay Walkway shall be used in strict compliance with all zoning and governmental rules and restrictions.
- 2) All persons using the walkway shall exercise care to minimize any disturbance to neighboring residents.
- 3) Disorderly conduct on the Bay Walkway is prohibited.
- 4) No swimming is permitted from the Bay Walkway.
- 5) No refuse shall be thrown from the Walkway into the Bay. Said actions on the part of an Owner could cause the Association to be fined by DERM (Department of Environmental Resource Management).

HH. OBSTRUCTIONS

- 1) There shall be NO obstruction or cluttering of any kind on the Condominium property, including, but not limited to, sidewalks, driveways, automobile parking spaces, lawns, entrance and exit ways, stairways, stairwells, hallways, patios, courts, pool deck, vestibules, or other Common Areas.
- 2) NO mats of any kind may be placed in the hallways.
- 3) NO bicycles shall be left unattended in the entrances, garages, walkways or lobby of the Condominium.

II. LOBBY REGULATIONS

- 1) PROPER ATTIRE IS REQUIRED IN THE LOBBY AT ALL TIMES.
- 2) NO service personnel shall be permitted to loiter in the lobby.
- 3) NO bare feet are permitted in the lobby, lobby hall, or any other common area, with the exception of the pool deck.

- 4) No wet clothing or attire is permitted in the main lobby, Executive Center, Tequesta Club Room, Association Office or Reception areas at any time.
- 5) CHILDREN ARE NOT PERMITTED TO PLAY IN THE LOBBY AT ANY TIME. NO bicycles, tricycles, skateboards, roller blades, roller skates, worker's materials, delivery carts, equipment, supplies, construction materials or equipment, machinery, or any type of wheeled vehicle are permitted to access the building through the main lobby. All entry or exit for these items is to be accomplished from the parking levels and/or delivery entrances).
- 6) The Concierge work area is to be accessed only by Building personnel such as Valet or Access Control.

JJ. SALE AND LEASING OF UNITS

- 1) Prior to the sale or lease of any unit, the Owner must notify the Board of Directors in writing of his/her intent to sell or rent.
- 2) Upon the sale or lease of any unit, the Owner shall provide his buyer or lessee with an application package to be completely filled out and returned to the Office by the prospective buyer or lessee.
- 3) For either sale or lease of a unit, the application shall be accompanied by a check or money order in the amount of One Hundred Dollars (\$100.00). This is the application fee as permitted by Florida Statute 718. No processing or screening procedures will be commenced until this fee is submitted.
- 4) Owners should allow 14 days approval time for either a sale or a lease.
- 5) Upon return of the application from the Association screening contractor, a screening appointment will be scheduled for the prospective buyer or lessee to meet with representatives of the Association Board of Directors. If the screening process is successful, a Certificate of Approval will be issued by the Board of Directors to the prospective buyer or lessee.
- 6) Without a signed, sealed, and notarized Certificate of Approval, no sale or lease shall be permitted to take place, and no moving in shall be permitted.
- 7) In case of leases, upon approval of the Board of Directors, the Lessee will be required to post a Common Area Security Deposit in the amount equal to one month's rent with the Association. At the end of the lease, provided no Common Area damage has occurred, the deposit will be returned within 15 days of the move out date.
- 8) All approved buyers and lessees must complete an Association registration forms in the Office prior to moving in, obtain parking permits, and provide emergency information to the Office.
- 9) No buyer, tenant, or new resident will be listed on Association, Concierge, Valet, or Security records until such time as an on site working telephone number is provided to the Office.
- 10) Buyers should bring the photo of their pet to the Office prior to moving in.

- 11) Rules and Regulations may be obtained in the Office at no charge. We do recommend you review our website
- 12) New residents must schedule their move in date at the Office at least 48 hours in advance of the move, based on a "first come, first served" policy. Only one move in or one move out is permitted a day, Monday thru Friday.

KK. KEYS

- 1) The keys for One Tequesta Point Condominium Association units are special keys which cannot be duplicated in the normal manner. Please consult the Office for information.
- 2) The Condominium Association exercises its right to possess a key(s) to all units in the Building. NO MEMBER OR RESIDENT SHALL CHANGE THE LOCKS OR INSTALL ADDITIONAL LOCKS UNLESS DUPLICATE KEYS ARE PROVIDED TO THE ASSOCIATION AT THE TIME OF INSTALLATION OR RE-KEYING.
- 3) The Association shall be entitled to access to all units as permitted by Florida Statute 718, (Condominium Act) and/or The Declaration of the ONE TEQUESTA POINT CONDOMINIUM ASSOCIATION, INC.
- 4) In case of any maintenance requirement, emergency of any sort, or said governmental inspection requirement, The Association shall not delay access to any unit if a working key is not present in the Secured Lock Box in the Office. In case of permitted access need, a locksmith shall be called to open the unit and the cost of said service shall be assessed to the Owner of the unit.
- 5) The Association participates in annual Preventative Maintenance Inspections. These inspections will be announced in sufficient time for Owners to make access arrangements.
- 6) UNDER NO CIRCUMSTANCES WILL OWNER KEYS BE PERMITTED TO LEAVE THE OFFICE WITHOUT THE SUPERVISION OF MANAGEMENT OR THE BOARD OF DIRECTORS.
- 7) Owners must make private arrangements to provide keys to service personnel, family, assignees, employees, Realtors, guests, or individuals of any kind. The Office will not be able to provide this service for insurance and liability reasons.
- 8) In case of lock-out, Owners should make arrangements with friends or neighbors to keep an extra key. The Association assumes no liability or responsibility to provide keys or access after regular Office working hours. (9:00 a.m. to 5:00 p.m., Monday through Friday, excepting holidays) However, as a courtesy the Concierge or Access Control personnel shall make all efforts to contact the Property Manager for emergency lockout, and procedures are in place to provide emergency access to units in case of fire or injury situations.

LL. PAYMENTS TO THE ASSOCIATION

- 1) Monthly maintenance assessment payments, Special Assessment payments (if applicable), and other payments due to the ONE TEQUESTA POINT

CONDOMINIUM ASSOCIATION, are due on the first day of each month

- 2) Payments received later than 10 days after the due date shall be assessed an administrative late fee of \$25.00 or five percent (5%) whichever is greater, and shall bear interest at the rate of fifteen percent (15%) per annum from the date due until the date paid.
- 3) All past due balances, regardless of origin, shall accrue late fees and interest.
- 4) Accounts more than 30 days past due shall be turned over to the Association attorneys for collection. All fees and costs associated with such action shall be the responsibility of the Owner.
- 5) It is the Owner's responsibility to provide payment to the Association of all fees and charges incurred by or on the behalf of the Owner's unit. Failure of an Owner's Agent to make timely or complete payments to the Association shall not be grounds for forgiving of charges which the agent's actions may cause.
- 6) Check's returned from an Owner's Bank as uncollectible shall not be redeposited. Non sufficient fund (NSF) checks shall cause an Owner's account to be charged an NSF check charge in the amount of five percent of the amount of the check, plus any bank charges which may have been levied by the Association bank, plus the late fee permitted for late payment.
- 7) Monthly statements are not mailed by the Association. Unit ledgers shall be provided upon request and all nonrecurring charges shall be noticed upon posting to the Owner's account. Should emergency maintenance or miscellaneous charges occur, these will be posted and noticed to the Owner.
- 8) At the end of the fiscal year, (December 31) each Owner shall receive that year's ledger sheet showing all activity on his account.
- 9) If an Owner shall use an "agent" to pay his monthly and nonrecurring fees to the Association, the Owner shall advise the Association of the agent's name, phone number and address so that any special financial information may be mailed to the agent. **EACH OWNER MUST INSTRUCT HIS AGENT TO INDICATE THE UNIT NUMBER, THE OWNER'S NAME, AND THE PURPOSE OF THE PAYMENT ON EACH CHECK SENT TO THE ASSOCIATION.**

MM. *PACKAGES AND CERTIFIED MAIL*

- 1) The Association requires an "Indemnification and Release" form be signed by the Owner or Resident who wishes the front desk or Concierge to accept any item, package or piece of Certified Mail.
- 2) Packages and special mail not picked up within fourteen (14) days shall be returned to the carrier, unless other arrangements are made with the Concierge.
- 3) The Association accepts no responsibility for flower, perishable, or otherwise fragile deliveries to the Concierge or front desk.
- 4) In order to dispense any piece of special mail or any delivery, the Association reserves the right to request identification from the person claiming the item.
- 5) The employees of The Association will not be able to deliver packages or special mail

to any unit unless an "Indemnification and Release" form is on file.

- 6) The Association accepts no responsibility whatsoever for any loss or misplacement of any item of mail or any delivery.

NN. *MAIL TO OWNERS, AGENTS, OR RESIDENTS*

- 1) It is the responsibility of every Owner to apprise the Association of his /her current legal address. Failure of an Owner to receive any notification or billing for lack of a current mailing address shall not relieve the Owner of any obligation relative to the mailing or billing of maintenance or other fees.

OO. *EMPLOYEES OF THE ASSOCIATION*

- 1) The Board of Directors is responsible for the employment and direction of Association personnel. At no time shall any Owner or Resident attempt to assert or exercise control over an employee of The Association.
- 2) Any complaint or concerns involving employee conduct or job performance should be directed to the Property Manager or the Board of Directors.

PP. *VIOLATIONS OF RULES AND REGULATIONS*

- 1) The Condominium Documents of The Association and the Florida Statute 718 (Condominium Act) permit the levying of fines for violations of the Rules and Regulations of The Association.
- 2) In accordance with Florida Statute, the administrative process, should a fine be deemed appropriate by The Board of Directors, is as follows:
- 3) Upon violation of Rules and Regulations, a request from Management or the Board of Directors, delivered either by regular mail or by hand delivery, shall be made to an Owner to cease the violation of said Rule & Regulation.
- 4) Should the Owner continue the violation, a second letter shall be sent to the Owner by Certified Mail and regular mail to the legal address provided to the Association advising the Owner of a Fining Committee meeting to be convened for the purpose of addressing the ongoing Rule and/or Regulation violation. The notice shall contain the date, time, and place of the meeting which shall be held not less than fourteen (14) days from the date of the mailing of the notice. The notice shall also contain a statement of the provision of the Declaration, by-laws, or Rules and Regulations which the Association alleges to have been violated and a short and plain statement of the matters asserted by The Association.
- 5) As in any administrative hearing, the Owner shall be entitled to present his/her side of the issue, present witnesses, or provide mitigation for his alleged acts.

- 6) The Fining Committee shall then determine if a fine should be levied, and if deciding that a fine is to be imposed, shall levy the fine in an amount not to exceed any maximum amount as prescribed by law from time to time. (Note: As 9-1-95, the fine structure is fifty dollars (\$50.00) per every day of non-compliance, with a maximum aggregate of one thousand dollars (\$1,000.00) per violation.) A written decision of the Board of Directors and the Fining Committee shall be mailed to the Owner no later than 21 days after the hearing. Fines must be paid no later than 30 days after notice of the imposition thereof.
- 7) After the fine is levied, should the Owner ignore the mandates of the Board of Directors, or continue the violating behavior, The Board of Directors shall proceed to cure the violation through the legal process, with all fees and costs of said corrective process to be the responsibility of the Owner) These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which The Association may be otherwise entitled; however, any penalty paid by the offending Owner or Occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

QQ. *RULE CHANGES AND EXCEPTIONS*

- 1) These Rules and Regulations shall be cumulative with the covenants, conditions, and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor its agents or employees and contractors, nor to the units owned by the Developer.
- 2) All of these Rules and Regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof.
- 3) The Board of Directors of The Association reserves the right to change or revoke existing Rules and Regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the Building and its occupants, to promote cleanliness and good order of the Property and to assure the comfort and convenience of Members. Said changes, however, shall not be arbitrary in content, or in conflict with the Association Declaration or by-laws. Any changes shall be reviewed by the Association legal counsel and filed with the appropriate Clerk of Courts.

RR. *MAINTENANCE – HOUSE CALLS*

- 1) **A per hour maintenance fee of \$25.00 (minimum charge one (1) hour) shall be applied to all house calls.**

EXHIBIT A



**Reservation and Waiver Form
For Pool, Bar-B-Q and Club Room of One Tequesta Point Condominium**

UNIT # _____ **Name of Resident:** _____ **Application Date:** ___/___/___

Tel/Cell #: _____ **Function Date:** ___/___/___ **Hours: From:** _____ **to:** _____

Note: Hours are from 10am to 10pm and are limited in duration to a maximum of 5 hours.

Type of Function: _____ **Total Number of Guests:** _____ **Number of Children:** _____

The undersigned applicant does hereby agree to abide by the following terms and conditions relating to the Pool, Bar-B-Q and Club Room Areas of One Tequesta Point Condominium Association, Inc.

- 17) There is no fee for the use of the Bar-B-Q and Club Room Area for special functions; however, a refundable security deposit is required in the amount of \$250.00 for parties of four (4) or more persons excluding Residents. This deposit shall be refunded following inspection by the Association provided the Pool, Bar-B-Q and/or Club Room Areas are left in the same condition as prior to the function.
- 18) *THE UNDERSIGNED, ON BEHALF OF THEMSELVES AND ALL OF THEIR GUESTS RELEASE THE ASSOCIATION, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY LIABILITY ARISING OUT OF THE USE OF THE COMMON ELEMENTS ANTICIPATED BY THIS RESERVATION. FURTHERMORE, THE UNDERSIGNED AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTIONS, CONTROVERSIES AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF THE USE OF THE COMMON ELEMENTS. THE UNDERSIGNED AGREES THAT THE USE OF THE COMMON ELEMENTS ANTICIPATED BY THIS RESERVATION CONSTITUTE GOOD AND SUFFICIENT CONSIDERATION FOR THE OBLIGATIONS UNDERTAKEN IN THIS PARAGRAPH.*
- 19) Your reservation is for the exclusive use of the specified Area only. While your special function guests are invited to use the Swimming Pool, your reservation does not entitle you or your special function guests to the exclusive use of the Swimming Pool; therefore, use of the Swimming Pool shall be in such a manner as to respect the rights of others. Keeping in mind that the swimming pool may be used by other One Tequesta Point residents, their immediate families and their respective house guests.
- 20) Loud and disturbing noises are prohibited. All radios, tape machines, compact disc players, stereos, etc., if used at or in the vicinity of the pool shall be used only with earphones.
- 21) The Resident and all guests shall comply with the Association's Rules and Regulations, which are attached.
- 22) The Association has the right to close down the party if the Rules and Regulations are not followed.
- 23) The Resident requesting the reservation shall provide a guest list at least three days prior to the function.
- 24) This agreement along with the Security Deposit check must be submitted at least three working days prior to the function.

Pool Deck Maximum Capacity: 100 people	Pool Maximum Capacity: 50 people
Club Room Maximum Capacity: _____	40 people

Extra Valet Charge \$100.00 ----- Indicate if required [] Yes [] No

- Association Member will have to pay for an additional valet when there are more than seven vehicles.
- **IF MORE THAN ONE PARTY IS BEING HELD AT OTP, please note that guests WILL be redirected to PARK in the public parking located in the retail area of the Island as guest parking for the building is insufficient.**

Refundable Security Deposit: \$250.00 - Check # _____ [] Pool
 Refundable Security Deposit: \$250.00 - Check # _____ [] Bar-B-Q
 Refundable Security Deposit: \$250.00 - Check # _____ [] Club Room

Signature of the resident is an acknowledgement of receipt, understanding and agreement to comply with the Rules and Regulations of the One Tequesta Point Condominium Association:

Resident Signature: _____

8/16/05-lv