



THE PALACE

**THE PALACE CONDOMINIUM  
HANDBOOK  
RULES AND REGULATIONS  
&  
HELPFUL INFORMATION AND PROTOCOLS**

**Updated, approved and adopted  
by the  
Board of Directors  
of  
The Palace Condominium Association, Inc.  
on  
\_\_\_\_\_, 2018**

## TABLE OF CONTENTS

SECTION ONE INTRODUCTION .....	1
BRIEF HISTORY.....	1
ABOUT THE HANDBOOK AND RULES AND REGULATIONS.....	1
DEFINITIONS .....	1
AMENDMENTS AND UPDATES TO THE RULES AND REGULATIONS .....	1
COMPLIANCE WITH THE RULES AND REGULATIONS.....	2
SECTION TWO RULES, REGULATIONS, HELPFUL INFORMATION AND PROTOCOLS .....	2
ACCESS FOR RESIDENTS AND VISITORS .....	2
AIR CONDITIONING .....	2-3
BICYCLES .....	3
CABANAS .....	3
RECREATIONAL AREAS AND FACILITIES .....	4
CHILDREN'S PLAY ROOM .....	4
COMMITTEES.....	4
COMMON AREAS: CODES OF BEHAVIOR (FOR SHARED SPACES).....	4-5
COMMON AREAS: CODES OF BEHAVIOR (FOR TERRACES & BALCONIES) .....	5-6
COMMON AREAS: CODES OF BEHAVIOR (TOWNHOUSES AND THE SEAWALL) .....	6
COMMON AREAS: CODES OF BEHAVIOR (WINDOWS & THE BUILDING'S EXTERIOR).....	6-7
COMPLAINTS .....	7
DELIVERIES .....	7
ELECTRICITY WITHIN UNITS.....	7
ELECTRONIC AND OTHER DEVICES.....	7
EMERGENCIES.....	7-8
EMPLOYEES.....	8
GARBAGE, TRASH AND RECYCLING .....	8-9
GATEHOUSE PROTOCOLS FOR GUESTS AND VISITORS.....	9
GYMNASIUM.....	9-10
HURRICANE PREPARATION.....	10
LUGGAGE RACKS AND GROCERY CARTS .....	10
MAINTENANCE FEES AND ASSESSMENTS .....	10-11
MEETING ROOM.....	11-12
MOVE-INS FOR NEW OWNERS AND LESSEES.....	12-13

PACKAGES & EXPRESS MAIL.....	13
PARKING FOR GUESTS AND VISITORS .....	13-14
PARKING FOR RESIDENTS .....	14
PARKING SPACES, ELECTRICAL CARS AND REMOTE CONTROL ACCESS .....	14-16
PARTIES, EVENTS AND FUNCTIONS.....	16
PETS.....	17
ASSISTANCE ANIMALS .....	17-18
POOL DECK & JACUZZI.....	18-19
NORTH DECK.....	19-20
RENTALS.....	21
REPAIRS TO COMMON AREAS.....	21
REPAIRS AND RENOVATIONS (OVERALL REQUIREMENTS).....	21-22
REPAIRS AND RENOVATIONS (BALCONIES & TERRACES).....	22-23
REPAIRS AND RENOVATIONS (FLOORS).....	23
SOLICITATIONS.....	23
SMOKING .....	23
TENNIS COURTS.....	24
USE OF UNIT.....	24
WINDOWS .....	24
SECTION THREE COMPLIANCE AND ENFORCEMENT .....	25
VIOLATIONS OF RULES AND REGULATIONS .....	25-26
PENALTIES AND FINES .....	26
RULE CHANGES.....	26
SECTION FOUR APPENDICES.....	27-38

## SECTION ONE

### INTRODUCTION

#### BRIEF HISTORY

The Palace, completed in 1981, is considered a Miami landmark. Designed by the internationally known architectural firm, Arquitectonica, the dramatic, 42-story condominium tower sits on a 6.4-acre site overlooking Biscayne Bay. The Palace has 254 Units, including 12 townhouses and an expansive terrace deck with 51 cabanas, a Jacuzzi and a pool. Beneath the pool and deck, there is a two-level parking garage with spaces for 387 cars.

#### ABOUT THE HANDBOOK AND RULES AND REGULATIONS

This is your home. The Board of Directors of The Palace Condominium Association, Inc. established this Rules and Regulations Handbook to ensure the security, privacy and comfort of the entire Palace community. The Rules and Regulations also ensure that the Association upholds the laws and regulations of the City of Miami and Miami-Dade County.

It is the responsibility of Residents to ensure that their guests and/or employees comply with Association's Rules and Regulations.

For clarification of any item or for further information, please consult the Condominium Documents, including the Association's Declaration and By-laws which may be found on the Palace website, or contact the Association's Management Office.

#### DEFINITIONS

For purposes of clarity, the defined terms in this handbook are as follows:

The Palace Condominium Association, Inc. is referred to as the *Association*. The Board of Directors is referred to as the *Board*. On occasion the Board appoints committees, composed of a member of the Board and residents who are willing to serve and bring expertise to specific assignments. Among these working groups is the *Screening Committee*, which is responsible for interviewing prospective lessees, potential new owners, and proposed permanent guests. The Rules and Regulations are referred to as the *Rules*. The Association's Management Office is referred to as the *Management Office*. The head of the Association's staff and contract employees is referred to as the *Property Manager*. Unit Owners, lessees, tenants, immediate family members and permanent guests are generally referred to as *Residents*. Apartments are referred to as *Units*. The term *Condominium Property* refers to the building and all surrounding grounds owned by the Association.

#### AMENDMENTS AND UPDATES TO THE RULES AND REGULATIONS

The Handbook, including the Rules and Regulations, will be reviewed and, as needed, updated by the Association's Board or a Board-appointed Committee. The Association's By-laws supplant the Rules; any changes in the By-laws will be reflected in the Rules and Regulations.

These amendments will be mailed to the Owners at least thirty (30) days prior to their effective date and posted on the website. A sign will be posted at the Front Desk.

## **COMPLIANCE WITH THE RULES AND REGULATIONS**

Non-compliance with any of these Rules, which govern the Association, may subject a Resident to a fine. The decision as to whether a fine is to be imposed or the amount of the fine shall be determined by the Board of Directors or Grievance Committee appointed by the Board as described in Section Three.

### **SECTION TWO**

#### **RULES, REGULATIONS, HELPFUL INFORMATION AND PROTOCOLS**

##### **In alphabetical order**

#### **ACCESS FOR RESIDENTS AND VISITORS**

1. Residents must register all family members, permanent guests, and occupants of a particular Unit with the Management Office.
2. All Residents must supply the Management Office with a copy of the keys to their Unit(s) in order to allow emergency access (fire, flood, medical). Residents who do not furnish the office with a copy of their key accept full responsibility for all charges incurred to gain access to the Unit during an emergency.
3. The Association will provide a Resident with free access to a Unit once per quarter per year (non-cumulative). After that, a lock out fee of \$25 will be charged.
4. Residents are welcome to invite guests or visitors. Guests staying longer than five (5) days are required to register in the Management Office or online through the website.
5. Guests staying for thirty (30) days or more days in any three-month period in the absence of an authorized owner shall be treated as lessees (regardless of whether they are remitting compensation for the use of the Unit) and must fill out an application for occupancy and present themselves to the Screening Committee and comply with these Rules and Regulations

#### **AIR CONDITIONING**

1. No air-conditioning unit (s) other than an apartment's central air-conditioning system may be installed by a Resident.
2. Residents are strongly advised to change the filters in their air-conditioning units once a month. Upon request, the Association will provide this service for \$112 annually.
3. The Association has installed a leak detection alarm for the floor of each air-conditioning unit. This alarm will sound if water is leaking from an air-conditioning unit or water heater. The presence of these alarms, however, does not relieve Residents of any responsibility for water damage whatever the cause.
4. Residents are required to maintain their air-conditioning at 78 degrees at all times to avoid mold.
5. The existing air-conditioning units, serving each Palace Unit, impact the air-conditioning in the Common Areas; therefore, Residents are required to take the following maintenance measures:

- a. There should be no direct contact between metals in the condenser water piping connections, which will cause accelerated corrosion due to electrolysis. Copper to bronze or brass connections are acceptable but copper, bronze or brass connections, to black or galvanized steel are unacceptable. Where those joints occur they shall be made with dielectric unions or coupling.
- b. Each hose connection should contain isolation valves of the plug or ball type so that they may be used for isolation and balancing purposes.
- c. Each hose connection to its end fitting should be secured with two worm-gear type stainless steel bands.
- d. When installing a new air-conditioning unit, each Resident must secure the Association's approval as well as a permit for the installation of the unit. Then within thirty (30) days, the Resident must provide the Association with documentation showing that their individual air-conditioning unit complies with the above rules.

## **BICYCLES**

1. All bicycles must be registered with the Management Office. Registration includes make, model, and color of bicycle and will be issued with a numbered tag.
2. Un-motorized, standard bicycles may be kept in the designated storage area in the Upper Level Garage near the Townhouse area. When the Resident presses the buzzer on the outside of the storage area, security opens the door.
3. Residents are required to place bikes on the racks provided in this storage area; leaning bikes against the fence is not allowed. Residents are encouraged to lock their bikes in the storage area.
4. Bikes may be wheeled in through the Upper Level Garage and stored in the Resident's apartment.
5. Bicycles are not permitted to be walked or ridden through the lobby.

## **CABANAS**

1. No person may own a Cabana unless such person is also a Unit Owner. No person may rent or lease a Cabana unit unless such person is also a Unit Owner or Lessee.
2. Consistent with the restriction that the Owner or Lessee of a Cabana must also be an Owner or Lessee of a Unit, no person who owns or leases a Cabana shall be entitled to the use of the amenities of the condominium, including but not limited to the pool, pool deck, Jacuzzi, tennis courts, gym and meeting/recreation rooms unless such person is an owner, authorized lessee or guest in a Unit.
3. No more than six (6) persons may occupy or utilize a Cabana at any one time. This limitation may vary to decrease in accordance the applicable life safety code.
4. The Cabanas shall only be utilized in connection with recreational amenities.
5. The outside appearance of Cabanas must respect and enhance the design of The Palace.

## RECREATIONAL AREAS AND FACILITIES

1. All persons under thirteen (13) years of age must be accompanied by a person eighteen (18) years of age or older when utilizing the recreation areas or facilities, except the gym in which children must be fifteen (15) years of age or older.
2. Playing is not permitted in any of the lobbies, hallways, stairways, elevators.

## CHILDREN'S PLAY ROOM

1. Hours are 9:00AM to 8:00PM
2. All persons under thirteen (13) years of age must be supervised by a person eighteen (18) years of age or older at all times.
3. Shoes must be removed in play area and stored in designated areas.
4. Only small toys are allowed inside playroom. No other personal property may be brought into the playroom or stored outside of the playroom.
5. No food, drinks or smoking allowed inside playroom.
6. Diapers may only be changed inside the restroom; please dispose of all used diapers in trash bin.
7. Do not remove toys from the playroom, and please take turns sharing toys.
8. Clean up after playing.
9. Keep door to playroom closed and no congregating outside the playroom.
10. In the event of an emergency, immediately call 911 and then the Concierge at the Front Desk at 305. 858. 8400.
11. Any person violating these rules may be reported to the Grievance Committee and will be denied further access to the playroom.

## COMMITTEES

1. Committees are an extension of the Board of Directors. As such, members of Committees have a fiduciary responsibility to other Residents. Committees must be established and committee members must be appointed by the Board of Directors.
2. For a complete overview of the role, responsibilities, and procedures of committees, see **Section Three and Appendix 1**.

## COMMON AREAS: CODES OF BEHAVIOR (For Shared Spaces)

1. Proper clothing, including shirts and shoes, must be worn in all public areas within the building, this includes hallways.
2. Residents may not make or permit any disturbing noises in the building or on the Condominium Property that will interfere with the rights, comforts, conveniences, or quiet enjoyment of other Residents.

3. No Resident shall play or permit to be played any musical instruments, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his or her Unit or on the Condominium Property in such a manner as to disturb or annoy other Residents. Loud noises will not be tolerated in any areas.
4. The sidewalks, entrances, passages, vestibules, elevators, lobbies, halls, and like portions of the Common Areas shall not be obstructed, nor used for any purpose other than for ingress and egress of the Condominium Property. No carts, bicycles, carriages, chairs, tables or any other similar objects may be stored in the Common Areas.
5. The personal property of Residents must be stored inside their respective Unit.
6. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Areas.
7. No garbage cans, supplies, milk bottles or other articles shall be placed on the balconies, landings or other Common Areas.
8. Smoking is not permitted in the Common Areas.

#### **COMMON AREAS: CODES OF BEHAVIOR (For Terraces & Balconies)**

1. In accordance with Florida Fire Prevention Code (NFPA 1 10.11.7), no hibachi, gas-fired grill or other cooking and heating devices are permitted on the balconies or terraces or under any overhang portion of the building or within 10 feet or 3 meters of any structure.
2. No bathing suits, clothing, towels, etc., are permitted to be hung on the balconies to dry.
3. No linens, cloths, curtains, rugs, mops, or laundry of any kind shall be shaken or hung from any of the windows, doors, fences, balconies, terraces or other portions of the Condominium Property.
4. All umbrellas must be closed and secured when not in use.
5. No Resident shall permit anything to fall from a window, balcony, or door of the Condominium Property.
6. No Resident shall sweep or throw any dirt, cigarette butts, water or other substance from, onto or into any of the balconies or elsewhere in the building or upon the Common Areas.
7. No carpeting is allowed on the balconies or terraces.
8. Hosing of balconies is not permitted and take care not to disrupt other Residents in watering plants.
9. Fans are not permitted; existing fans must be removed within sixty (60) days of notice or publication of these Rules at the expense of the Resident
10. No exterior antennas, satellite dishes or similar equipment greater than one meter (39.37 inches ) in size shall be permitted to be permanently affixed to the structure of the building on the Condominium Property or on any of the Common Areas (except that Association shall have the right to install and maintain a master cable and television system). In no event, may a Unit Owner drill a hole through an exterior wall of the building in order to install an antenna, satellite dish or similar equipment. Nothing contained herein is

intended, nor will be construed, to create any restriction which is not permissible under applicable Federal Communication Commission regulations.

11. All satellite dishes not in current use must be removed within sixty (60) days of notice or publication of these Rules at the sole expense of Resident.
12. All items must be removed from balconies and terraces in the event of Hurricanes and tropical storms. Non-compliance may result in a fine, suspension or legal action. Additionally, Residents are liable for airborne items.

*See also section on Hurricanes on page 10*

#### **COMMON AREAS: CODES OF BEHAVIOR (Townhouses and the Seawall)**

1. The back porch, grassy areas and vegetation in front of and next to the townhouses is part of the Common Areas of The Palace. Therefore, it may not be used for the storage of personal items such as hose holders, flower pots, toys and recreational equipment and the like.
2. The stairs leading to the back of each townhouse are not to be used for the storage of any items.
3. Items found in these areas will be removed and the Resident will be billed \$25 to cover the costs of removal. Accordingly, at the time of removal, the Association will send such owner a violation letter with pre-arbitration notice and will ultimately proceed with legal action against the owner, if necessary. If The Association is not aware who the items belong to, the items will be held for 14 days. Items not claimed in that timeframe will be donated or disposed of.
4. Residents may not embark or disembark any type of personal watercraft at The Palace's seawall section of the building which runs parallel to the townhouses. The liability and safety are far too great.
5. Fishing along the seawall is forbidden.

#### **COMMON AREAS: CODES OF BEHAVIOR (Windows & the Building's Exterior)**

1. Residents shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building, except for exterior antenna, satellite dish or similar equipment less than one meter (39.37inches) in size as more particularly described in these Rules.
2. Window coverings (or linings thereof) which face an exterior window or glass door of Units shall be subject to approval by the Association and must be in compliance with the design of the building.
3. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed or painted on or upon any part of the Condominium Property, except signs used or approved by the Association.
4. No structure of temporary character, nor trailer, tenet, mobile home or recreational vehicle shall be permitted on the Condominium Property at any time.

5. The Association has approved white accordion type shutters for Hurricanes. See the Management Office for specifications.

## **COMPLAINTS**

Residents who have complaints or suggestions are advised to send their concerns to the Association's Property Manager via email or by written notice. Such correspondence will be promptly acknowledged.

*See also Repairs and Maintenance Needs for Common Areas on page 19.*

## **DELIVERIES**

1. Deliveries (construction material, furniture, etc. that weigh over 50 lbs., that is over 4 ft. in length or that requires more than one elevator trip) must be scheduled with the Management Office at least twenty four (24) hours in advance in order to schedule the elevator.
2. A damage deposit in the amount \$2,000 is required at the time the elevator is reserved.
3. The time scheduled for deliveries, move-ins / move-outs is Monday through Friday, 8:30AM to 4:30PM, holidays are excluded. Delivery vehicles and workers must leave the property by 4:30PM EST.

*See also packages and express mail on page 13, complete guideline on move-ins on page 12 and renovations and repairs on page 19*

## **ELECTRICITY WITHIN UNITS**

1. Each Resident's smoke detector is tied into the Unit's individual power supply. For the safety of the Residents and The Palace community as a whole, Residents may not shut off the electricity that powers the smoke detector within their Unit at any time.
2. All Residents are required to keep air-conditioning operating at 78 degrees at all times to prevent mold.
3. Residents failing to fulfill these requirements may be fined.

## **ELECTRONIC AND OTHER DEVICES**

1. No electronic device or equipment may be installed or permitted in any Unit, which interferes with the television or radio reception of another Unit.
2. The Association shall have the right to install and maintain community antenna and radio and television lines and other temporary communications.

## **EMERGENCIES**

1. All Residents are required to give the Management Office the name of a person or persons to contact in the event of an emergency. Residents are required to update this information within 10 days of move-in or change in emergency contact. This listing can be done online through The Palace's website or in the Management Office.
2. As noted earlier, all Residents must supply the Management Office with a copy of the key to their Unit(s) in the event of an emergency such as a flood or fire. Any Resident who

does not furnish the office with a key accepts full responsibility for all charges incurred as a result of gaining access to the Unit.

3. The main entrance to the Condominium Property MUST be clear at all times in order to give free access to emergency vehicles. No vehicles, whether one belonging to Residents, guests or others, shall be standing or parked on the lobby deck, except: Residents waiting to have their vehicles parked by valet or Residents or guests loading or unloading passengers or personal property, and standing time shall not exceed more than fifteen (15) minutes. Otherwise
  - a. the valet shall move the vehicle if the valet has key to the vehicle: or
  - b. if the valet does not have the key, the Association will arrange to have vehicle towed at the sole expense of the Resident.
4. For emergencies in Common Areas, the Gymnasium, the Pool and the Children's Playroom, immediately call 911 and then alert the Concierge at the Front Desk at 305. 858. 8400.

## **EMPLOYEES**

1. Staff have specific job responsibilities and their work is supervised by the Management Office. Residents may not send Association staff on personal errands or assignments at any time during their standard work schedules.
2. Any complaints or concerns involving employee conduct should be directed to the Property Manager or the Board of Directors.

## **GARBAGE, TRASH AND RECYCLING**

The Palace follows the total recycling law of Miami-Dade County. Any resident violating this law and causing the Association to be fined will be charged the County's total fine. All refuse must be deposited in areas designated for such purposes and as noted below.

### **Trash Chute**

- a. Hours are 8:00AM to 10:00PM
- b. Trash/garbage must be placed in plastic garbage bags before being deposited in the chute
- c. Large items are not to be put in the trash chutes. Large items must be taken to the dumpster in the Upper Level Garage.

### **Recyclable Materials**

- d. Newspapers, bottles, plastic containers, metal cans and other items to be recycled are to be placed in the containers provided on both the Upper and Lower levels of the Parking Garages.
- e. Without exception, no garbage may be put in the recycling bins.

### **Large Items**

- f. Large boxes must be flattened and placed in the dumpster in the Upper Level Garage.

- g. Other large items and furnishing must be removed by the Resident.
- h. For items too large to be carried to the Upper Level Garage, please call the Management Office and they will arrange to have these items removed at the Resident's expense.
- i. No items may be left in the hallway or trash chute landings or fire exits.

### **GATEHOUSE PROTOCOLS FOR GUESTS AND VISITORS**

1. Residents may elect to alert the Concierge at the Front Desk and the Gatehouse of the arrival of guests or visitors or persons making deliveries.
2. Guests or visitors should be prepared to give the Gatehouse attendant the Resident's name and Unit number and to show a photo ID.
3. The Gatehouse attendant will give guests and visitors an ID for their vehicles.
4. Residents are encouraged to program their preferences for announcing guests and visitors; that is, phone call, email or text message.

### **GYMNASIUM**

1. Hours are 6AM to 10PM.
2. Gym users are reminded that there are Residents living directly above the gym. Excessive noise early in the morning (6AM – 8AM) or at night may become disruptive to them. Please be mindful of these community needs.
3. The gymnasium is for the exclusive use of Residents and their guests.
4. Unit Owners who lease their Units give up their right to use the gym facilities during rental periods because all access to Common Areas and facilities transfer to the Lessee.
5. Person using the gym do so at their own risk.
6. A personal trainer is the sole responsibility of the Resident.
7. Access to the gym is made available by the Concierge at the Front Desk.
8. There is a 30-minute time limit on each piece of equipment when another person is waiting.
9. Athletic shoes, shirts and proper attire are to be worn and are required.
10. Residents are required to use headphones for listening to music or the radio.
11. Conversations on cell phones is not allowed.
12. Residents and guests under fifteen (15) years of age must be accompanied and supervised by an adult at all times. Children under the age of twelve (12) are not permitted in the gym.
13. Residents must close the gym's sliding glass door when they have finished working out in order to prevent mold.
14. Residents must wipe down the equipment after use with supplies provided by the Association.

15. Equipment must be returned to its proper place.
16. Broken equipment must be reported to the Concierge at the Front Desk.
17. There is no smoking in the gym or in any Common Areas of The Palace.

### **HURRICANE PREPARATION**

1. The Hurricane season runs from June 1 to November 30.
2. In preparing for a Hurricane, Residents must remove all items from the balcony areas and terraces and to ensure that all windows and sliding glass doors are securely shut and locked.
3. Residents, who are absent during the Hurricane season, must designate a responsible firm or individual to care for their Unit for preparation for an expected hurricane and be responsible for overseeing the Unit in the event of hurricane damage. Residents are required to furnish the Management Office with the name(s) and contact information for such firms or individuals in writing by May 1 of each year.
4. Residents are not allowed to send Association employees on personal errands or assignments during regular scheduled hours during hurricane season or at any other time.
5. In case of an evacuation order from Miami-Dade County or another government agency, all Residents must evacuate the building. There are no exceptions.
6. Violation of these procedures will result in a fine. Residents will also be charged for any expenses the Association assumes to secure a Unit for the well-being of the overall community during Hurricane season.

*See section of Hurricane shutters – **Appendix 5***

### **LUGGAGE RACKS AND GROCERY CARTS**

Luggage racks and grocery carts are available at the main entrance to the lobby for the convenience of Residents. Grocery carts must be returned to the lobby area promptly after use. Luggage racks are only be available for use through the valet personnel.

### **MAINTENANCE FEES AND ASSESSMENTS**

1. All monthly maintenance assessment payments are due on the first of the month, in advance.
2. Any monthly maintenance assessment payment which is not paid within (10) ten days of the due date is subject to a \$25 late fee.
3. Monthly maintenance assessment payments which are not paid within ten days from the date when they are due shall bear interest at the highest rate allowed by law.
4. Any Unit Owner that has not paid a monthly maintenance assessment payment within ten days from the date when due will be sent a pre-collection letter from the Association which will include notice that the account will be referred to an attorney for collection if payment of the delinquent sums is not received within ten days.

5. If any account becomes delinquent by more than thirty days, the account shall be referred to the Association's attorney to pursue collection efforts, which may include as necessary a notice of intent to record a claim of lien, a notice of intent to foreclose, the filing/recording of a claim of lien, the subsequent filing of foreclosure proceedings and/or the enforcement of any other rights or remedies of the Association pursuant to applicable statutory provisions and/or the Association's governing documents. The Association will seek to recover any unpaid assessments, late fees, interest at the highest rate allowed by law, as well as all costs of collection, to include attorney's fees and costs.
6. Any Unit that is past due 30 days or more in its maintenance assessments three or more times in a calendar year is subject to having its maintenance assessments accelerated for the balance of the calendar year beginning with the month that the third delinquency occurs.
7. This policy and the procedure set forth herein will also apply to any special assessment approved by the Board of Directors at a duly called meeting of the Board.

### MEETING ROOM

1. The meeting room is located on the lobby level between the "A" and "B" towers. Its primary function is for meetings and gatherings of the Association. The meeting room is also available to Residents for their private functions.
2. Please contact the Management Office at least one (1) week in advance of planning your function to ensure its availability.
3. The meeting room is available for private functions at the following times with set up beginning one hour before the event:
4. From 7:00AM to midnight on Sunday to Thursday
5. From 9:00 AM to 1:00AM on Friday and Saturday
6. The maximum number of persons permitted in the meeting room is 120.
7. If guests will be arriving in more than six (6) cars, the Resident is obligated to hire additional valet services. The Palace valet charge per car remains applicable for all guests attending the event.
8. Resident must provide the Management Office with a guest list at least 48 hours in advance of the event. Security at the Gate House will be guided by this list.
9. A non-refundable reservation fee of \$100 for housekeeping and a damage deposit of \$750 (separate checks) are required before an event can be authorized and confirmed.
10. The meeting room must be inspected by the Resident accompanied by a staff member prior to the function and before the return of the deposit money. The original \$750 damage deposit check will be returned to the Resident once it has been determined that no damage has occurred in the meeting room and Common Areas. This will generally be within five (5) business days. If there has been any damage, the amount necessary to cover the repair of the damage will be subtracted and the difference refunded to the Resident.
11. The Resident who has reserved the meeting room is also responsible for the cost or repair of any damages in excess of the deposit for damages. A member of the Association's

management team will be responsible for determining the amount, if any, of deductions made from this deposit. If damages are incurred, the amount to be paid by the Resident shall be equal to the replacement value of the furnishings damaged. Payment is required within thirty (30) days of receipt of the invoice.

12. Users must remove all trash from the meeting room prior to leaving their function. To do so, users are required to contact the Concierge at the Front Desk for access to the housekeeping closet adjacent to the meeting room where the trash chute is located.
13. Noise generated during any function that is disruptive to other Residents is not permitted and must be reduced or stopped upon request.
14. For parties where persons under the age of eighteen (18) will be in attendance, one adult must be present for every ten (10) guests under the age of eighteen (18) years of age.

### **MOVE-INS FOR NEW OWNERS AND LESSEES**

1. Everyone applying to lease or purchase a Unit at The Palace must fill out the required application, supplying the requested information and documentation. See **Appendix 2** for the leasing guidelines.
2. Everyone wishing to lease or purchase a Unit at The Palace must personally appear at an interview with the Screening Committee.
3. A Unit Owner wishing to rent his/her apartment must have the prospective tenant enter into a minimum one (1) year lease. If the tenant moves out prior to the expiration of the initial one (1) year period, the apartment may not be rented until said term is completed. However, the Board at its discretion may allow Unit Owners to re-lease their units prior to the expiration of the one (1) year term if the Board determines that good cause exists in a hardship situation.
4. A Unit Owner must be current with all maintenance fees, assessment and other chargeable services prior to the screening.
5. A \$2,000 move-in/move-out deposit is required to ensure against damage to the Common Areas. The deposit must be left with Management Office when the elevator is reserved. No moving truck will be allowed on the Condominium Property if the deposit is not received by the Management Office. Damages must be documented (photographed) during the inspection and the return of the deposit will be based on compliance with these rules.
6. Prospective Residents must contact the Management Office to get approval of move-in / move-out date. Prior approval is required in order to adequately schedule personnel and control elevator capacity.
7. Moving hours are from 8:30AM to 4:30PM Monday to Friday. Moving is not allowed on weekends or holidays.
8. Moving vans and delivery vehicles are limited in size to those that incorporate two axles only. No semi's tractor-trailers, or freight containers are permitted on the premises
9. Only professional movers with appropriate licenses and insurance are allowed. Moving companies need to provide the Association with a certificate of insurance 48 hours before the scheduled move.

10. Movers must remove all packing materials and boxes. Residents are responsible for removing all items not removed by the movers. If a staff member is obligated to remove such boxes and packing materials this will be done at the Residents expense.
11. Residents are responsible for any damages the movers cause to the Common Areas.
12. Items of excessive length which may cause damage to The Palace's Common Areas, including but not limited to the elevators and hallways, require a hoist. Arrangements for this operation must be made at least a week in advance with the Management Office.
13. For complete details and requirements of the screening process and moving, please contact the Management Office as far in advance as possible.

### **PACKAGES & EXPRESS MAIL**

1. Packages and express mail for all Residents are accepted on their behalf by The Palace's staff in the Receiving Department. This department is located in the Upper Level of the Garage. The direct phone is 305. 858. 6540.
2. Receiving Hours are from 9:00AM to 5:00PM. Monday through Friday. Residents must arrange for pickup or delivery of their packages during these times or make alternative arrangements with the Concierge.
3. Residents are encouraged to establish the way in which they would like alerts for their packages sent to them through The Palace website; that is email, text message or phone call.
4. Residents may collect their packages from the Receiving Department or arrange to have them delivered directly to their Unit.
5. Due to the large volume of packages received daily at the Palace, Residents are required to arrange for pick-up of their packages within fourteen (14) days of receipt.

*See Deliveries on page 7*

### **PARKING FOR GUESTS AND VISITORS**

1. All visitors, guests and invitees who want to park on the Condominium Property must use the valet.
2. Guests shall be issued a valid valet parking stub.
3. No visitor may self-park on the Condominium Property, except if no valet is on duty.
4. Valet hours are listed below. If guest arrives outside of these hours, guest will be instructed to self-park and keys must be left with the Concierge at the Front Desk.
  - Sunday 8 AM to 11 PM
  - Monday to Thursday 6:30 AM to 11 PM
  - Friday 6:30 AM to 1 AM
  - Saturday 8 AM to 1 AM

5. Valet personnel make minimum wage, and rely on tips. Residents and their guests are encouraged to be as generous as they can.
6. Residents will be charged \$4 per day for overnight parking for each vehicle brought by a guest or visitor parked in Association's spaces.
7. For Residents or guests loading or unloading passengers or personal property, the standing time shall not exceed more than fifteen (15) minutes. Otherwise, (a) the valet shall have the vehicle moved if the valet has a key to the vehicle, or (b) if the valet does not have the key, the vehicle will be towed at the sole expense of the Resident.
8. Any function involving the arrival of guests in six or more vehicles per Unit, requires additional valet staff to be hired by the Association. A Resident planning such an event must notify the Management Office at least forty-eight (48) hours in advance of such event and will be charged for valet services based upon the hourly rate. If a Resident fails to notify the Association of such event, and, if additional valet personnel are necessary or required, a \$250 fee will be charged to the Resident to cover such costs.
9. Guest access will only be granted when verbal contact has been made with the Unit resident, or prior permission has been given. Residents may register their guests through the Association's website.
10. Unauthorized parking, which means vehicles parked in a manner that impedes the entering and exit from other parking spaces, shall be grounds for the removal of vehicles from the building at the expense of the vehicle's owner/operator.

#### **PARKING FOR RESIDENTS**

1. A Resident's personal vehicles must have a designated permanent parking space in the Upper or Lower levels of the Garage.
2. ALL CARS INSIDE THE PROPERTY MUST HAVE A RESIDENT DECAL OR A FRONT GATE PASS (Resident daily pass, guest daily pass or staff daily pass). No exceptions.
3. Only one parking decal shall be issued per parking space. Proof of ownership, or rental agreement, for vehicles may be required.
4. No vehicle maintenance (i.e. oil changes) or repairs shall be performed on the property, unless pre-approved by the Board.
5. No car wash services shall be performed at the building, unless pre- approved by the Board.

#### **PARKING SPACES, ELECTRICAL CARS AND REMOTE CONTROL ACCESS**

1. Automobile parking is restricted to the parking spaces noted on the survey in the Declaration. Each space has a numerical designation.
2. Each Unit shall be entitled to the exclusive use of the parking space(s) assigned to the Unit Owner.
3. A Unit Owner may at any time assign any one, or more, of his or her spaces to another Unit or to the Association by a written assignment sent to the Management Office. At least one

parking space must remain permanently assigned to each Unit. If a Resident does not have a car, he/she may rent the space.

4. Subject to availability and on a first-come-first-served basis, the Association may rent on a weekly (\$40) or monthly basis (\$80) Lower Parking. These rates may change at any time.
5. A Resident with an extra or unused parking space may have the valet park a guest's car in that space.
6. A Resident, who has only one parking space and more than one vehicle, shall be required to rent a parking space from the Association or another Resident. If the Resident wishes to valet park the second vehicle, the Association shall charge the Resident a valet fee of \$200 per month for such vehicle.
7. Residents must have a parking space and remote control access (clicker or car programmed) to the front gate of each vehicle that is permanently parked on the Condominium Property. Remote control clickers are available at the Management Office for \$40. This amount may change at any time.
8. All cars parked in the Association parking spaces must have a resident decal associated with that space, front gate visitors pass on the dashboard and/or a valet receipt on the dashboard.
9. Electrical Cars are permitted to be parked on the Condominium Property in the Residents designated parking space, however, the installation of the electrical vehicle charging station (EVC) must be approved by the Association and shall meet all requirements of Florida law. The Resident shall be solely responsible for the cost of installation of such EVC, as well as any required maintenance thereof and electricity use.
10. Association-owned parking spaces are subject to availability. The only exceptions are parking spaces that have been assigned to a Resident and properly registered in the Management Office. No assignment, temporary or permanent, will be considered valid unless registered in writing at the Management Office.
11. All vehicles must be parked fully within (and not on) the lines delineating the parking space. Limousine or other vehicles, which may extend beyond the dimensions of a standard passenger automobile, will not be allowed to be parked on the Condominium Property.
12. The upper deck MUST be clear at all times in order to give free access to emergency vehicles. No vehicles, whether that of Residents, guests or others, shall be left standing or parked on the lobby deck, except:
  - a. Residents waiting for their vehicle to be parked by valet.
  - b. Residents or guests loading or unloading passengers or personal property, and standing time shall not exceed more than fifteen (15) minutes. Otherwise, (a) the valet shall have their vehicle moved if valet has key to the vehicle, or (b) if the valet does not have the key, the vehicle will be towed at the sole expense of the Resident.
  - c. When no valet is on duty, Residents MUST self park in their assigned parking space and leave car keys at the front desk. (Please see section on Parking for Guests and Visitors above.)

13. No commercial vehicles with signs, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers, and vans shall be permitted in parking spaces on the Condominium Property, except, as to those vans approved by the Association for specified periods of time with prior approval from the Management Office. This parking prohibition shall not apply to the temporary parking of trucks and commercial vehicles for pick-up, delivery and other temporary commercial services.
14. Personal items, such as beach chairs, bikes and/or toys shall not be permitted in the parking spaces or its adjacent area. No exception.
15. Small pick-up trucks and SUVs shall be allowed so long as they are personal vehicles with no signs on them and can clearly fit within the Resident's designated parking space.
16. All motorcycles and mopeds must park in the areas designated by the Association or within a Resident's assigned parking space. Note: Only one motorcycle or moped or one car per parking space.
17. Any vehicle with a mechanical malfunction (fluid leaks, flat tires, etc.) must be immediately repaired by the Resident and any damage caused to any Common Area as a result of such malfunction shall be repaired at the sole cost and expense of the Resident. In addition, the Resident may be fined \$100 and required to cover cleaning costs, if needed.
18. A vehicle, which cannot operate on its own power, shall not remain on the Condominium Property for more than 24 hours. No repair of vehicles shall be made on the Condominium Property, except for minor repairs like changing a battery or tire.
19. Abandoned or deteriorating vehicles are not permitted to be stored in the Upper or Lower Parking Levels. These include vehicles that have not been properly registered, have no tags, or cannot be driven on public streets for any reason. The Association shall give the Resident a thirty (30) day notice to correct any violation of this section. Failure to correct such violation will result in the removal of such vehicle from the Condominium Property. Any towing expenses incurred by the Association for the removal of such vehicle shall be at the sole cost and expense of the Resident.
20. Any violation of the parking rules should be reported to the Property Manager or the Concierge at the Front Desk immediately. If such violation continues and is not cured after notification to the violator, appropriate action will be taken by the Association. Such action can include towing of vehicles, with all recovery, towing and storage expenses to be the sole responsibility of the owner of the vehicle, the imposition of such fines and suspensions as may be permitted under Florida Statutes and/or the institution of other appropriate legal action.
21. Valet personnel make a minimum wage and rely on tips. Residents and guests who use the valet service relating to their cars are encouraged to provide gratuities to the valets assisting them.

## **PARTIES, EVENTS AND FUNCTIONS**

Residents hosting parties and events in their Units with guests arriving in more than six (6) cars are required to give the Management Office a list of guests at least 48 hours in advance so guests can be welcomed quickly at the Gatehouse.

Please see sections above: MEETING ROOM / FUNCTIONS and PARKING FOR GUESTS AND VISITORS

## **PETS**

1. No dogs or any other animals, including visiting dogs and animals, are allowed at The Palace. Only cats and birds may be maintained within a Unit.
2. Each Resident shall be allowed to keep up to two (2) in his/her Unit. In no case, shall a cat ever be allowed to be walked or taken on or about any recreational facilities within the Condominium Property.
3. Domestic birds may be kept in the Unit as long as the bird or birds do not interfere with the peaceful enjoyment of other Residents. The bird or birds may never be taken to any areas on the Condominium Property.
4. Cats and birds must be registered in the Management Office. Current Residents who have a cat and/or birds must register these pets accordingly.
5. In compliance with Miami-Dade County law, cats must be inoculated against rabies and other conditions. Proof of vaccination must be provided.
6. Cats and birds may not be left on balconies or terraces during a Resident's absence.
7. In the event of an evacuation from the building, Residents owning cats and birds must take these animals with them.
8. Assistance animals are excluded from any of the above prohibitions.
9. Violation of the provisions of this section shall entitle the Association to all of its rights and remedies provided herein, including, but not limited to, the right to fine Residents and/or to require any pet to be immediately and permanently removed from the Condominium Property.

## **ASSISTANCE ANIMALS**

1. Assistance animals (i.e., service animals and emotional support animals) must be registered in the Management Office prior to being brought on to the Condominium Property. At the time of registration, a photograph of pet, current vaccination documentation and County license documentation must be provided.
2. The person requiring the reasonable accommodation of an assistance animal is the only person granted exception from the normal requirements for pets and the Association requires completion of the "Reasonable Accommodation Request Verification" prior to bringing the assistance animal onto the Condominium Property.
3. The assistance animal must be under the direct control of the handler at all times. This assistance animal must be harnessed, leashed, tethered or kept in a dog carrier while on the common elements, except when the handler's disability prevents the use of such devices. In that case, the disabled resident must use voice, signal or other effective means to maintain control of the assistance animal.
4. The assistance animal's handler is responsible for caring and supervising for his assistance animal while on the common elements, which includes toileting and ensuring that the assistance animal does not constitute a nuisance, pose a direct threat to the health or

safety of others or cause substantial physical damage to the condominium property or the property of others. Uncontrolled barking, jumping on other people, or running away from the handler are examples of unacceptable behavior for an assistance animal.

5. The handler is responsible for the pick-up of his assistance animal's waste.
6. The Association may require a resident to cover the cost of clean-up or repairs to the common elements or Association property caused by a resident's assistance animal.

## **POOL DECK RULES**

1. The Pool Deck area is open Sunday through Thursday from Sunrise to 10:00PM and Friday and Saturday from Sunrise to Midnight. Swimming from Sunrise to Sunset only.
2. The pool area is for the exclusive use of Residents and their guests. A maximum of 6 guest per unit are allowed at one time.
3. Parties are not permitted in the swimming pool/jacuzzi deck area.
4. There is no lifeguard on duty. Swim at your own risk.
5. No diving is permitted.
6. Lifesaving equipment is not to be used for recreation.
7. No floating items other than children's personal flotation devices are allowed in the pool. No toys, balls, etc.
8. In case of emergencies, immediately call 911 and then alert the Front Desk Concierge at 305. 421.2052.
9. Persons under 15 must be accompanied by an adult.
10. Nude or topless sunbathing is not permitted.
11. Towels must always be used to protect lounge chairs and daybeds.
12. No running, pushing, sports, frisbee, ball throwing, roughhousing, or yelling is permitted.
13. Persons creating a nuisance may be removed by security.
14. Headphones are required. No audible media of any kind may be played on the pool deck.
15. Glass or breakable containers of any kind are not permitted in the pool or pool area.
16. Any cups or containers used in the pool area must be disposed of properly in trash receptacles. All tables must be cleaned of food and other debris and trash must be properly disposed of in trash receptacles.
17. No Food or Drink is allowed in pool, jacuzzi, or while using the Daybeds. Food Deliveries are not permitted on the pool deck.
18. Please shower before entering the pool or jacuzzi.

19. For health and sanitation purposes, children who are not toilet trained are required to wear aquatic diapers in the swimming pool. Diapers must be changed in the pool restrooms only.
20. Please do not move umbrellas or furniture to remote locations. Any furniture that is repositioned must be put back in its original place.
21. Please do not place lounge chairs in front of gazebo.
22. The use of the gazebo is on a first come first served basis only.
23. Gazebo Bluetooth is controlled by management and is not for resident use. Please do not adjust.
24. Daybeds may not be held or reserved. Any belongings left unattended at a daybed maybe removed at the discretion of management.
25. There is no smoking or vaping allowed on the pool deck.

## **NORTH DECK**

1. The North Deck may be accessed from Sunrise until 10:00PM Sunday through Thursday and Sunrise until Midnight Friday and Saturday.
2. All persons using the North Deck and amenities do so at their own risk.
3. Children and residents under 15 on North Deck must be accompanied by an adult. Outdoor Kitchen and Gazebo are limited to users 18 years and over.
4. Excessive noise, shouting or disorderly conduct are prohibited and shall be grounds for removal from the North Deck at the discretion of Management.
5. Smoking and vaping are prohibited in all indoor and outdoor common areas of the building.
6. Pets are not permitted on the North Deck at any time.
7. Any audible media must be enjoyed with headphones so as not to be audible to other residents on the North Deck. Any exceptions granted by management are subject to the quiet enjoyment rule.
8. Gazebo bluetooth is for resident use only during reserved time blocks.
9. North Deck Furniture may not be moved or relocated. Pool Deck furniture (chaises, umbrellas, tables, chairs, etc.) may not be relocated to the North Deck.
10. The North Deck and all other common areas are not to be used for games which involve chalk, crayons, markers, roller skates, skate boards, scooters, bicycles, tricycles, or wheeled sneakers.
11. A resident must accompany all guests using the North Deck. Non-resident guests are limited to six in total. Larger groups require a reservation of either the North Deck or Outdoor Kitchen and Gazebo.

12. North Deck amenities (Outdoor Kitchen, Gazebo, North Lawn) are to be shared by residents on a first come first served basis. In order to obtain exclusive use of the Outdoor Kitchen and Gazebo, a reservation must be made with management a minimum of 48 hours in advance.
13. The Outdoor Kitchen and Gazebo may be reserved in the following time blocks:
  - a. Noon to 4pm
  - b. 6pm to 10pm
14. Reservation of the Outdoor Kitchen and Gazebo will carry a reservation fee of \$50, and a refundable security deposit of \$100. Reservations must be made a minimum of 48 hours in advance. Users are expected to clean and remove trash. Damage or excessive wear and tear to kitchen or furniture incurred during the course of a reservation will incur cleanup or repair fee. Such fee shall be deducted from security deposit at the discretion of management. If assessed fee is in excess of deposit, unit owner will be assessed the balance. Total guests are limited to 15 people including children. A typed list of invited guests must be presented to the Manager's Office 24 hours in advance of reservation.
15. Reservation of the entire North Deck will carry a reservation fee of \$500.00, and a refundable security deposit of \$1,000.00. Full deck reservations must be made a minimum of 15 business days in advance. Event details must be provided to management a minimum of 10 business days in advance, including proposed physical site plan, vendor list, and equipment list. These elements are subject to approval by management and board of directors. Management and board of directors shall not be liable for any expenses incurred due to unapproved plans (deposits, rentals, etc.). Reservation shall be a 4 hour event block, not including set up and clean up. Tear down and cleanup must comply with regular North Deck hours. Users are expected to clean and remove trash. Damage or excessive wear and tear to kitchen, lawn or furniture incurred during the course of a reservation will incur cleanup or repair fee. Such fee shall be deducted from security deposit at the discretion of management. If assessed fee is in excess of deposit, unit owner will be assessed the balance. Total guests are limited to a maximum of 80 people including children. A typed list of invited guests must be presented to the Manager's Office 24 hours in advance of reservation.
16. Larger parties allowed through reservations of North Deck or Outdoor Kitchen and Gazebo may not cross over to utilize Pool or Pool Deck. Non-resident guests are limited to 6 on Pool Deck.
17. Quiet Enjoyment: As per common noise ordinances, the using, operating, or playing of any speaker device, television set, musical instrument, or other machine or device for the producing or reproducing of sound must allow for the quiet enjoyment and comfort of residents. Volume should be no louder than is necessary for convenient hearing for the person or persons who are on the deck. The operation of any such device, set, or instrument must be between the hours of 7am and 11pm and must be in such manner as to not be plainly audible at a distance of greater than one hundred feet from the area in which it is located.

## RENTALS

1. Only the entire Unit may be leased. No portion of a Unit may be leased.
2. Unit Owners must secure the Association's approval in advance of leasing a Unit and read the full document on leasing requirements that appears in **Appendix 2**.
3. Leases are for a minimum of one (1) year.
4. Before leasing a Unit, the lessee is required to place one month's rent in escrow with the Association to cover any damage to the Common Areas caused by his or her tenant.
5. All prospective tenants must be interviewed by the Screening Committee and approved by the Association. For complete details and requirements of the screening process, please contact the Management Office.
6. Short-term rentals and participations in such enterprise activities as Airbnb, VRBO and HomeAway and the like are strictly prohibited.
7. Residents participating in short -term rentals will be fined a minimum of \$100 or the maximum allowed by law per day of a continuing violation up.
8. Residents in violation of this section will be referred to the Grievance Committee appointed by the Board and as described in Section Three.

## REPAIRS TO COMMON AREAS

Residents who notice a need for maintenance or repairs in The Palace's buildings and grounds are encouraged to send a notice to the Management Office through the form available on the website or in writing to the Management Office.

## REPAIRS AND RENOVATIONS (Overall Requirements)

1. All remodeling, alterations and/or renovations to a Unit, the Limited Common Elements and the Common Elements require Association approval. Any Resident doing remodeling and renovations (i.e.: installation of new bathrooms, new kitchens, replacing flooring and enclosing balconies) is required to secure a specific Miami-Dade County permit and submit a copy of that permit to the Association prior to commencing such work.
2. The Association is limited to the number of such permits that can be issued at a time. See the attached **Appendices** for the guidelines for structural modifications to a Unit. **Appendix 3** to overall activities. **Appendix 4** to balcony enclosures. **Appendix 5** to installation of storm shutters. **Appendix 6** to soundproofing and installation of flooring.
3. Work in Units is permitted between the hours of 8:30AM and 4:00PM Monday through Friday, holidays, excluded. Commercial vehicles will be permitted to enter the property at 8:15AM in order that work may commence at 8:30AM. Workers may continue to work after 4:00PM to 10:00PM ONLY if there is no noise associated with the work and after written authorization has been provided by the Management Office.
4. Tools, trash and equipment are not to be removed from the Unit after 4:30PM.
5. No commercial vehicles are to be on the property after 4:30PM.

6. The Association will not be responsible for contractors or vendors who perform work or services for Residents. It is the sole responsibility of the Resident to ensure that their contractor or vendor supplies the proper insurance coverage to the Resident and to the Association prior to any work being performed in a Unit. An additional insured endorsement and Certificate(s) of Insurance listing the Association as an additional insured and certificate holder on all insurance policies, except workmen's compensation insurance, shall be provided to the Association prior to the commencement of the Alteration.
7. Insurance coverage includes, but is not limited to, property damage, liability and worker's compensation. Any damages or claims related to improper coverage by the contractor or vendor will be the responsibility of the Resident. For more information regarding the coverage required, please contact the Management Office.
8. All trash and debris generated by the work and/or from the contractor must be removed from the building. Contractors must remove and dispose of all construction trash off-property Monday through Friday. No garbage disposal bin shall be left on the property during the weekends and/or holidays.
9. Construction debris must not be placed down the trash chutes, in the building's recycling bins in the parking garages, or left by the trash room and dumpster.
10. Care in use of elevators and the Common Areas must be taken to ensure that they are not damaged while transporting tools and materials. Damage to the elevators or halls will result in the Resident being billed for repairs.
11. Workmen are required to use the padded freight elevators in each tower.
12. Restrooms for temporary workers and contractors are provided in the Upper Level of the Garage.
13. The Association may assign a roving staff member or rover to any Unit going through extensive renovation in order to accommodate its contractor(s) and workmen with logistics. The Resident will be charged for this staffing expense.
14. Likewise, a Resident may elect to hire a rover to expedite the renovations and repairs to his or her Unit. This service must be arranged in advance with the Management Office. The Resident is responsible for all associated costs.

#### **REPAIRS AND RENOVATIONS (Balconies & Terraces)**

1. No awning, canopy, shutter, satellite dish, or other projection shall be attached to or placed upon the outside walls or roof of the building or on the Common Areas without prior written approval of the Board.
2. The Association has approved white, folding hurricane shutters. Shutter installation must receive prior written approval by the Association. A sample copy of the Association's approval form for the shutter installation is attached as **Appendix 5** to these Rules.
3. A unit owner shall be solely responsible for any damage to the common elements, the Association's property, any unit(s) or other property which is caused as a result of the installation, maintenance or lack of maintenance of the unit owner's hurricane shutters.

Such damage shall be immediately repaired by the unit owner at the unit owner's sole cost and expense.

### REPAIRS AND RENOVATIONS (Floors)

1. Any owner-installed hard floor covering material must be installed with a soundproof system for the benefit of all Residents. No hard floor covering material, including, but not limited to tile, marble, stone or wood, may be installed in any part of any Unit unless
  - a. such flooring is installed over a Sound Control Underlayment System (a "SCUS") underlying the hard floor covering material, and
  - b. the Resident complies with installation requirements pursuant to Section 17.10 of the Declaration and set forth in the attached **Appendix 6**, Notice of Acceptable of Standard for Controls of Sound Transmission and Impact Isolation.
2. Compliance with the standards set forth in this rule is mandatory and may be enforced by the Association in any legal manner, including without limitation, by action in the Circuit Court in and for Miami-Dade County, Florida for injunction or "specific performance". Each Unit Owner, by acquisition and ownership of his or her Unit, acknowledges such rights and submits to the jurisdiction of the Court for the enforcement of the requirements and agreements set forth in this rule, and agrees that all costs of the Association relating to or arising out of enforcing this rule, including, without limitation, costs for bringing and maintaining suit and reasonable attorneys' fees and costs (trial and appellate level), will be the responsibility of the Owner of the Unit.
3. In the event that any installation of hard surface flooring materials is attempted or made without compliance with this rule, the Board will have the right, in addition to the rights described above and the rights set forth in the Declaration, to require that such flooring materials be removed immediately at the Unit Owner's expense and replaced with flooring materials, and a SCUS if applicable, which comply with this rule.
4. Residents are required to consult the Management Office prior to the installation of hard flooring or any modifications to the interior of a Unit to ensure that all the required permits are secured.

### SOLICITATIONS

No letters, flyers, brochures, advertising or other forms of solicitation can be placed on or under the door of a unit or placed on the common elements unless approved in advance by the Board of Directors in writing. Residents are required to report any solicitors to the Property Manager.

### SMOKING

Smoking is prohibited in all Common Areas of the Condominium Property. Residents are asked to dispose of cigarettes and other smoking materials in the designated receptacles before entering the building.

## TENNIS COURTS

1. Hours are 7:30AM to 10:00PM
2. Reservations for court usage can be made twenty-four (24) hours in advance by contacting the Concierge at the Front Desk. The key to the tennis courts is located at the Front Desk.

## USE OF UNIT

1. The Units are limited to residential single-family use.
2. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests:
  - a. the individual Unit Owner,
  - b. an officer, director, stockholder or employee of such corporation,
  - c. a partner or employee of such partnership
  - d. the fiduciary or beneficiary of such fiduciary, or
  - e. permitted occupants under an approved lease of the Unit.
3. In any case where the Unit Owner is not an individual, the person(s) to occupy the Unit must be registered by the Unit Owner. Occupants of an approved leased Unit must be the following persons, and such persons' families and guests:
  - a. an individual lessee or sublessee,
  - b. an officer, director, stockholder or employee of a corporate lessee or sublessee, a partner or employee of a partnership lessee or sublessee, or
  - c. a fiduciary or beneficiary of a fiduciary lessee or sublessee.
4. Units may not be used for business use or for any commercial use whatsoever except for a home office with no business traffic.

## WINDOWS

1. Washing the balcony windows is the Resident's responsibility.
2. The Association contracts to have the exterior windows washed annually.
3. Hall windows may not be open at any time.

## SECTION THREE

### COMPLIANCE AND ENFORCEMENT

#### 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:
  - a. Upon violation of the Rules and Regulations, a request from the Association 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.
  - b. Should the Owner continue the violation, the Board of Directors will proceed to hold a duly noticed Board meeting to vote on whether to impose a fine or suspension. If the Board votes to impose a fine or suspension, a 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 Grievance Committee\* meeting to be convened for the purpose of confirming or rejecting the fine or suspension imposed by the Board. 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 mailing 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. A Notice with the agenda for a Grievance Committee hearing shall be posted on the condominium at least forty-eight (48) hours prior to the hearing.

\*\*The Grievance Committee shall be comprised of 3 impartial Owners, not on the Board of Directors, nor persons residing in a Board member's household

- c. Hearing: As in any administrative hearing, the Resident shall have an opportunity to respond, present evidence, and to provide written and oral arguments on all issues involved in connection with the alleged infraction. The Resident shall also have the opportunity to review, challenge and respond to any material considered by the Association. Formal rules of evidence shall not apply. At such hearing, the person against who the fine or suspension is sought to be imposed shall be entitled to be represented by counsel (at his or her expense), and present witnesses and other evidence and testimony. If the party sought to be fined and/or suspended fails to attend the hearing, the Grievance Committee may proceed to determine whether to confirm or reject the proposed fine and/or suspension levied by the Board. Pursuant to Section 718.303(3)(b), Florida Statutes, if the Grievance Committee does not confirm the imposition of a fine and/or suspension, the fine or suspension may not be imposed.
- d. A written decision of the Grievance Committee shall be submitted to the Resident no later than twenty-one (21) days after the Grievance Committee's meeting confirming or rejecting the proposed fine and/or suspension levied by the Board.

- e. After the fine or suspension is approved by the Grievance Committee, 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 violating Owner.

## **PENALTIES AND FINES**

The Association may impose a fine not to exceed the amount allowable by law per day for each day that the violation exists.

1. **Payment of Penalties:** Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment of the penalties.
2. **Application of Penalties:** All monies received from fines shall be allocated as directed by the Board.
3. **Non-exclusive Remedy:** These fines shall not be constructed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. However, any penalty paid by the offending Resident shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Resident.

**Penalty Assessment:** The Board may impose fines against the applicable Unit in the amount of \$100.00 per violation or up to such other maximum as may be allowed by the laws from time to time. Each day during which a violation continues shall be deemed to be a separate violation subject to a separate fine up to \$100 per day (or up to such other maximum amount per day as may be allowed by law).

Every Unit Owner, tenant, occupant, guest, family member, invitee or licensee shall comply with these rules and regulations as set forth herein.

These rules may be amended from time to time along with the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association. Failure of any person to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, fines, administrative and/or attorneys' fees or any combination thereof.

## **RULE CHANGES**

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; provided that such changes, revocations, or additions must be adopted in accordance with the procedures set forth in the By-laws of the Association before such changes, revocations, or additions become effective. After adoption, changes may be overridden in the manner described in the by-laws.

## **SECTION FOUR**

### **APPENDICES**

- Appendix 1 Guidelines for Committees
- Appendix 2 Leasing Requirements
- Appendix 3 Process for Approval of Structural Modifications
- Appendix 4 Requirements Necessary to Enclose a Balcony
- Appendix 5 Shutter Approval Forms – Units/Townhomes
- Appendix 6 Installation of Flooring and Soundproofing Requirements

**APPENDIX 1**  
**GUIDELINES FOR BOARD APPOINTED COMMITTEES**

1. Committees are an extension of the Board and as such, Committee members have a fiduciary responsibility to unit owners
2. Committee members are appointed only by the Board. Committee members should conduct themselves, as representatives of the Board, with appropriate conduct and dignity.
3. The subject and scope of each committee is spelled out by the Board of Directors.
4. Committee members are urged to use their effort and creativity to research and develop a wide scope of activity but not exceed the guidelines set forth herein.
5. The role of each committee shall include:
  - A - Reviewing items in its area of concern.
  - B - Researching solutions to problems.
  - C - Researching new ideas.
  - D - Preparing proposals for the Board.
  - E - Conducting poll votes for recommendations.
  - F - Other activities that do not violate guidelines listed herein.
6. The Committee shall elect its own Chairman.
7. The Committee shall appoint a Secretary to take and prepare minutes. Committee minutes shall be submitted to the Board within 7 days after the Committee Meeting.
8. Notice and agenda of the Committee meetings must be posted and at least 2 days in advance, preferably 5 days in advance. Unit owners are entitled to attend and participate in meetings, subject to reasonable rules by the Chairman, or those set by the Board for Unit Owner participation.
9. Notice of meetings will be given to the Management Office. Such notices will be posted by the office or the Committee coordinator on the bulletin boards in the mailrooms.
10. Committee members cannot order or direct any building employee (or contracted employee) in any way, except as may be otherwise decided by the Board. Only the Chairman, with the Property Manager's permission, may speak to employees and only for the purpose of obtaining information.
11. Every committee will have a Board member as an ex-officio member.
12. Committee members shall not incur any expense on behalf of the condo or make any representation obligating the condo, without the express written permission of the Board and/or the President.

**APPENDIX 2  
LEASING REQUIREMENTS**

A Unit Owner intending to make a bona fide lease or renewal of a lease of a Unit shall give the Association:

1. Written notice of intention to lease Unit,
2. Name and address of the intended lessee,
3. Any other information concerning the intended lessee as the Association may reasonably require
4. Copy of the proposed lease
5. Intended lessee shall pay for and authorize a credit report and background check from a credit agency approved by the Association (provided the charge therefore does not exceed \$100 per applicant (other than husband/wife or parent/child which are considered one applicant) and such charge will not be applicable to any lease or sublease which is a renewal of a lease or sublease with the same lessee or sublessee).

If the credit report and/or background check are not reasonably acceptable to the Association, the Association will give notice thereof to the Unit Owner no later than twenty (20) days after the receipt by Association of said reports, in which case the Unit Owner will not lease the Unit to the intended lessee.

6. Leases shall be on forms approved in writing by the Association and shall provide that the Association shall have the right to immediately terminate the lease and evict the tenant upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, or the applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium.
7. No portion of a Unit (other than an entire Unit) may be rented. No rooms may be rented and no transient tenants may be accommodated. No Units may be leased for periods of less than twelve (12) consecutive months and no Unit may be leased more than once (1) in any twelve (12) month period. Tenants may not sublease a Unit.

Unit Owners shall be required to place in escrow with the Association an amount equal to one (1) month's rent under such lease, which may be used by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner and the tenant will be jointly and severally liable to the Association for any amount in excess of such sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Security deposits given to the Association are governed by Section 83.49, Florida Statutes, which provide that:

- (a) Upon the vacating of the premises for termination of the lease, if the Association does not intend to impose a claim on the security deposit, the Association shall have 15 days to return the security deposit together with interest if otherwise required, or the Association shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of its intention to impose a claim on the deposit and the reason for imposing the claim.

(b) Unless the tenant objects to the imposition of the Association's claim or the amount thereof within 15 days after receipt of the Association's notice of intention to impose a claim, the Association may then deduct the amount of its claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

**APPENDIX 3**  
**PROCESS FOR APPROVAL OF STRUCTURAL**  
**MODIFICATIONS TO UNITS AT THE PALACE CONDOMINIUM**

Please read the following information carefully. In order to determine the extent that your modifications or improvements are subject to the following approval process, you must submit a set of plans to the Association office for preliminary review. In most cases where structural modifications are indicated, the following procedures will be required:

1. The Owner will enter into an agreement with 'a consulting engineering firm, designated by the Association, to review the Owner's plans. The purpose of this is to determine that the plans meet the building requirements of the Association. This review is solely for the Association's benefit and may not be relied upon by the Owner for any purpose. The cost of the review and the final inspection is paid by the unit owner. Please contact the condominium office to request the name of the engineering firm who will perform the review.
2. After the plans are approved, and if required by the Association, the owner will execute a "**Covenant to Run with the Land**" that will be recorded in the public records. This covenant makes the current owner and all future owners responsible to the Association for the improvements made to the unit.
3. After the plans have been approved by the Association's engineer and the covenant is signed if applicable, the Board will approve the modifications at their next scheduled monthly meeting.
4. The Owner or contractor will apply for a building permit from the City of Miami. When the permit is issued and a copy is submitted to the Management Office, the work/project may commence.
5. If required by the Association, the representative from the consulting engineer's office will conduct a final inspection of the completed modifications and submit their final report to the Association.
6. The Unit Owner is required to submit a copy of the closed permit upon completion of the work/project.

The undersigned hereby acknowledge (s) receipt of the foregoing Notice and agree (s) to abide by and be bound by the terms thereof.

UNIT \_\_\_\_\_ IN THE PALACE CONDOMINIUM

\_\_\_\_\_

Unit Owner (s)

Date: \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

I HEREBY CERTIFY that on-this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgment, personally appeared \_\_\_\_\_ who executed the foregoing instrument for the purposes therein set forth.

WITNESS my hand and official seal in the state and county last aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**APPENDIX 4**  
**REQUIREMENTS NECESSARY TO ENCLOSE BALCONY**

1. A complete set of plans and specifications detailing the enclosure of the balcony must be submitted to the Association for Board approval prior to any work being performed. The Association will respond to the owner within ten (10) days of the date that the plans are submitted.
2. All repairs and/or maintenance to the installed enclosure will be at the owner's expense. Should the enclosure have to be removed for repairs to be accomplished by the Association to the balcony or balcony rails, the removal and re-installation will be at the owner's expense and shall be subject to Association approval.
3. The existing balcony rails and walls may not be removed. All construction must be done behind the existing walls and rails.
4. All glass and frames used must be the color and finish of the removed glass sliding doors and frames so that the outside appearance of the building will not be altered.
5. All debris is to be removed from the property by the owner.
6. A building permit from the City of Miami is required and must be submitted to the office prior to the commencement of work.
7. Owner must follow rules set forth in Section II above, regarding weekday work hours and other rules for construction.
8. After the plans are approved, the owner will execute a "**Covenant to Run with the Land**" that will be recorded in the public records. This Covenant makes the current owner and all future owners responsible to the Association for the improvements made to the unit.

I, \_\_\_\_\_, owner of unit \_\_\_\_\_ at The Palace Condominium do hereby agree to abide by the above stated requirements to enclose my balcony.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

DATE: \_\_\_\_\_

**APPENDIX 5  
FOR BALCONIES/ SAMPLE SHUTTER APPROVAL FORM UNITS**

To: City of Miami  
Building & Zoning Dept.

To Whom It May Concern:

The Palace Condominium Association, Inc. grants permission to \_\_\_\_\_ to  
\_\_\_\_\_ to  
install accordion style shutters per our approved specifications listed below, and in accordance with  
South Florida Building Code requirements, on Unit \_\_\_\_\_.

1. Color must be white.
2. Shutters must be installed inside the railing.
3. A copy of the City of Miami permit and plans must be submitted to the condominium office prior to the work commencing.
4. A unit owner shall be solely responsible for any damage to the common elements, the Association's property, any unit(s) or other property which is caused as a result of the installation, maintenance or lack of maintenance of the unit owner's hurricane shutters. Such damage shall be immediately repaired by the unit owner at the unit owner's sole cost and expense.

Sincerely,

FOR THE BOARD OF DIRECTORS

Manager's Name and Signature

cc: Unit file

**APPENDIX 5  
(Continued)  
SHUTTER APPROVAL FORM-TOWNHOUSES**

To: City of Miami  
Building & Zoning Dept.

To Whom It May Concern:

The Palace Condominium Association grants permission to \_\_\_\_\_ to install accordion or roll down (townhouse units only) Code requirements, on Unit \_\_\_\_\_.

1. Color must be white.
2. Shutters must be installed inside the railing.
3. A copy of the City of Miami permit and plans must be submitted to the condominium office prior to work commencing.
4. A unit owner shall be solely responsible for any damage to the common elements, the Association's property, any unit(s) or other property which is caused as a result of the installation, maintenance or lack of maintenance of the unit owner's hurricane shutters. Such damage shall be immediately repaired by the unit owner at the unit owner's sole cost and expense.

Sincerely,

FOR THE BOARD OF DIRECTORS

Manager's Name and Signature

cc: Unit file

**APPENDIX 5  
(Continued)  
SHUTTER APPROVAL FORM-STEP-BUILDING**

To: City of Miami  
Building & Zoning Dept.

To Whom It May Concern:

The Palace Condominium Association grants permission to \_\_\_\_\_ to install accordion or roll down (townhouse units only) Code requirements, on Unit \_\_\_\_\_.

1. Color must be red and white (windows must be red and sliding glass doors must be white accordion shutter).
2. Shutters must be installed inside of the railings.
3. A copy of the City of Miami permit and plans must be submitted to the Condominium office prior to the work commencing.
4. A unit owner shall be solely responsible for any damage to the common elements, the Association's property, any unit(s) or other property which is caused as a result of the installation, maintenance or lack of maintenance of the unit owner's hurricane shutters. Such damage shall be immediately repaired by the unit owner at the unit owner's sole cost and expense.

Sincerely,  
FOR THE BOARD OF DIRECTORS

Manager's Name and Signature

cc: Unit file

**APPENDIX 6  
NOTICE AND ACCEPTANCE OF  
STANDARDS FOR CONTROLS OF SOUND TRANSMISSION  
AND IMPACT ISOLATION (FLOOR COVERINGS)**

Pursuant to section 17.10 of the Declaration of Condominium (“Declaration”) for THE PALACE CONDOMINIUM, hard and/or heavy surface floor covering (“Floor Covering”) including, without limitation, tile, and wood, cannot be installed in any part of the Condominium Unit, without the consent of the Palace Condominium Association, Inc. (the “Association”).

The Association shall not approve the installation of any hard and/or heavy surface floor coverings unless the aggregate sound isolation and acoustical treatment carries a minimum Sound Transmission Classification (STC) of 72 and a minimum Impact Isolation Classification (IIC) of 71. The Unit Owner shall install the foregoing insulating materials in a manner that provides proper mechanical isolation of the floor coverings from any rigid part of the building structure, whether of **the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission)**.

If any installation of hard and/or heavy surface floor coverings shall be made in violation of these standards, the Association shall have the immediate right to prohibit any further installation or, if already installed, require that the floor coverings be removed at the unit owner’s expense and replaced with floor Coverings and sound insulation which meets the above described standards. Compliance with such standards is mandatory under the Declaration, and shall be enforced for the benefit of all the Unit Owners and the building Compliance may be enforced by the Association in the Circuit Court in and for Miami-Dade County, Florida by an action seeking injunctive relief of specific performance. The undersigned acknowledges such rights and submits to the jurisdiction of the Miami-Dade Circuit Court for the enforcement of the standards described above. In the event that a judicial proceeding shall be necessary, the Association’s cost to make the required corrections and the Association’s reasonable attorneys’ fees (including trial and appellate fees) and court costs shall be charged against the unit owner, and such amount shall be secured by lien in favor of the Association against the Condominium unit and shall be enforceable in accordance with the-terms of the Declaration of Condominium.

A copy of the Acceptance Notice shall be maintained in the Association’s records and may be used in any enforcement proceeding of Section 17.10 of the Declaration. No proposed transfer of title or lease of the Condominium Unit shall be approved unless the intended transferee or lessee shall have signed a copy of this Notice acknowledging the receipt hereof and such transferee’s or lessee’s agreement to abide by and be bound by the terms hereof.

Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Unit: \_\_\_\_\_

**APPENDIX 6  
(Continued)  
(SAMPLE COPY-CONTACT THE ASSOCIATION OFFICE FOR CURRENT FORM)  
APPROVAL FOR HARD FLOORING AND INSULATION DATA**

The Palace Condominium Association, Inc.  
Approval for Hard/Tile Flooring and Insulation Data  
Unit Owner(s) Name:

\_\_\_\_\_  
Primary # : \_\_\_\_\_ Unit # : \_\_\_\_\_  
Email: \_\_\_\_\_ Secondary # \_\_\_\_\_  
Date Installed: \_\_\_\_\_ Installer: \_\_\_\_\_  
Installer Phone # : \_\_\_\_\_  
Flooring/Tiling Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Soundproof under laying: \_\_\_\_\_

STC Rating: 72 IIC Rating: 71  
(STC and IIC Ratings must be supported with documented data on sound testing and a sample must be provided for Owner's file)

Area/Location where flooring will be installed:  
Bedroom: \_\_\_\_  
Kitchen: \_\_\_\_  
Foyer: \_\_\_\_  
Master Bedroom: \_\_\_\_  
Guest Bedroom: \_\_\_\_  
Living Room: \_\_\_\_  
Bathroom: \_\_\_\_  
Den: \_\_\_\_

The Association staff will document (photograph) soundproofing installed.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_