

**Seybold Pointe Condominium Association, Inc.**

**Agreement between Tenant(s) and the Board:**

**Provided your lease & application are approved by the Board, you agree to abide by the following condominium rules:**

**1) Per Nelson Rivera, City of Miami Fire Code Inspector, no type of grill is allowed on our condominium balconies, as they must be placed ten feet away from any wall. Absolutely no barbecue grills or other cooking devices are allowed on balconies.**

**2) No towels, clothing, gym equipment, bicycles, hanging plants, satellite dishes or wind chimes are allowed to be kept on, or hung from, balconies.**

**3) Only patio furniture and potted plants allowed on balconies - No drilling or making holes on the balcony floor, ceiling or walls.**

**4) Tenants are subject to all condo. rules and regulations and by-laws and must comply with security guards' requests.**

**5) A \$500 moving deposit (in the form of a money order or check, made payable to "Seybold Pointe Condominium Association, Inc.," must be provided to security or Guarantee Management Services, Inc. (GMS), prior to your scheduled moving date. After receipt of the check, a reservation must be made through security or GMS to use the cargo elevator on the date of your move. If the elevator has already been reserved by another resident for the date you wish to move, you must make alternative plans and move on another date. Additionally, for all furniture and large appliances deliveries subsequent to moving date, the tenant must make the same arrangements with security or GMS. Bear in mind that all moves (to and from the condo.) and furniture deliveries are permitted only on Mondays through Fridays between 9:00 a.m. and 5:00 p.m. and on Saturdays between 9:00 a.m. and 2:00 p.m. There are no moves on Sundays. The deposit will be fully refunded to tenant provided no damages are made to common areas of building, including, but not limited to, the elevators, tiles, carpeting or walls.**

**6) No loud music, making noise or hammering inside units from 10:00 p.m. through 9:00 a.m. (including weekends).**

**7) Pet rules: Only one dog (weighing 25 lbs. or less) is allowed per unit, unless your lease prohibits pets. Dogs must be carried and**

***leashed from the moment they step outside their door/unit and while inside elevator and common areas, including our landscaping. Pet feces must be picked up and appropriately disposed of by dog owner/tenant. Pets must never be left unattended on balconies. Pets must be registered with GMS and up to date with their vaccines. A photograph of your pet and a letter from your vet. must be provided to the board. Residents who allow their pets to persistently bark and disturb their neighbors will be fined. Visitors are not allowed to bring their pets to the condo.***

**8) Garbage must be properly bagged, tied up and thrown down garbage chute; Boxes, large items or unbagged refuse are not to be deposited into garbage chute or left inside and/or on the floor of the garbage room at the end of hallway; rather, said items must be placed by tenant in the main garbage room on the 1st floor**

**9) Tenants must make own arrangements to dispose of unwanted furniture, lamps, computer equipment, TV sets, Christmas trees and other large items which are not picked up by waste/sanitation service. Tenant will incur any expenses related to the disposal of such items and will not dump or leave these items inside main garbage room or inside garbage chute room at the end of the hallway(s).**

**10) No doormats, water containers, garbage bags or other items are to be placed or left in the hallways or outside your front door.**

**11) Bed sheets or towels are not allowed to be hung from windows; only appropriate window treatments are permitted.**

**12) Parking - Residents must only use their assigned parking space(s) (or the space of his/her landlord or owner) and understands his/her automobile will be towed, as well as any visitor's automobile, at his/her or visitor's expense, if he decides to use another owner's parking spaces without written authorization. Residents are only permitted to occupy another space in our garage if they have a signed, written authorization from the owner of such space. All residents must comply with our rules concerning the visitors parking lot.**

**13) Guests must sign in with the security guard in the lobby. Any guests who stay for a period of two weeks or more must register with Guarantee Management and undergo a background investigation at the expense of tenant and with the approval of**

**board. Neither tenants nor owners are allowed to have a roommate, family member or significant other move to their unit Seybold Pointe without the prior approval of the board as well as a background check of said roommate, family member or significant other.**

**14) Front doors (from top to bottom) and carpeting in front of entrance of unit must be kept clean by tenant. Tenant is responsible for reimbursing board and/or repainting front door or steam clean carpeting outside front door for any damages he/she caused.**

**15) Cigarette butts must be appropriately disposed of in ash trays. Discharging cigarette butts, water or debris from balconies, windows, the parking lot or any other common areas is strictly prohibited.**

**16) All tenants and homeowners are responsible for the actions of their guests, who are also subject to our condo. rules during their visits.**

**16) The owner of unit agrees to review and/or provide a copy of rules and regulations (see By-Laws and Prospectus) to tenant; Any violation of the condo. rules may result in a \$100 fine per each day violation persists, for a total of \$1,000 for each violation.**

**17) \$100 background fee is required for each tenant occupying unit and is due immediately - Make check payable to "Seybold Pointe Condo. Association" and leave with security guard.**

**18) Tenant is not allowed to move in unit prior to obtaining approval from the screening committee or the board.**

**19) Tenant is to pay \$100 fine for any violation of these rules as well as any other rules in condo. documents.**

**20) Recycling bins are located inside the main garbage room on the first floor. When disposing of garbage and/or accessing bins, please prop the door open to prevent the door from locking behind you. Please close the door tightly after use for security reasons. If the door accidentally shuts and locks behind you, open the latches on the bottom of each side of the rolling gate opposite the door and pull on the chain to exit the garbage room.**

**21) When entering the parking lot rolling gate, for security reasons**

**and to prevent damages to the gate, please wait until the gate is completely elevated before entering the garage. Please use caution when making turns inside parking garage and drive no faster than 5 miles per hour while inside the garage.**

**22) When exiting or entering any door of the building, please do not hold the door open for non-residents, including individuals waiting at the intercom or inside the parking area. If an individual tailgates you and/or improperly gains access to the building, please contact security immediately.**

Signed/agreed to by new resident/tenant: \_\_\_\_\_ Unit#: \_\_\_\_\_

Board Member's Signature: \_\_\_\_\_ Dates of signature: \_\_\_\_\_

Full name of resident/tenant: \_\_\_\_\_

Telephone # and e-mail of resident/tenant: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Work # for emergency purposes: \_\_\_\_\_

License plate#: \_\_\_\_\_ and automobile make and model: \_\_\_\_\_

Date of birth of tenant: \_\_\_\_\_ Driver's license # \_\_\_\_\_ License issued in State of: \_\_\_\_\_

# **SEYBOLD POINTE** c o n d o m i n i u m

## **RULES AND REGULATIONS**

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Condominium Units and the Condominium in general shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

### **1. RULES AND REGULATIONS:**

- A.** Violations should be reported, in writing, to the Board of Directors of the Association.
  - B.** The Board will call to the attention of the Owner of the Unit whose occupant or guest violated these rules, any such violation.
  - C.** Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.
  - D.** Unit Owners are responsible for compliance by their guests or lessees with these Rules and Regulations.
- 2. FACILITIES:** The facilities of the Condominium are for the exclusive use of Unit Owners, their lessees and guests accompanied by a Unit Owner. Any damage to the building or any common elements or equipment caused by any Unit Owner or his guest shall be repaired at the expense of the responsible Unit Owner. -.
- 3. NOISE:** Unless expressly permitted in writing by the Association, no floor covering shall be installed in the Unit, other than any carpeting or other floor covering installed by the Developer. Any approved floor covering must be installed in accordance with the sound proofing guidelines established or then required by the Board of Directors. Radios, televisions and other instruments, which may create noise, should be turned down to a minimum volume between the hours of 11:00 P.M. and 8:00 A.M.
- 4. OBSTRUCTIONS:** The lobby and all sidewalks, entrances, passages, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs and mats must not be placed outside of doors in corridors or on walkways. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the building, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the building without similar approval. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the building or the roof thereon.
- 5. CHILDREN:** Children are not to play in the lobby, stairways or walkways. Reasonable supervision must be exercised when children are playing on the grounds.
- 6. DESTRUCTION OF PROPERTY:** Neither Unit Owners, their family members, lessees, nor guests shall mark, damage, destroy, deface or engrave any part of the building. Unit Owners shall be financially responsible for any such damage.
- 7. EXTERIOR APPEARANCES:** The exterior of the building and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the building except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. The Condominium Association shall provide approval for hurricane shutters as required by law.

8. **SIGNS:** There shall be no "For Sale" or "For Rent/Lease" signs exhibited or displayed from the exterior of the building.
9. **CLEANLINESS:** All garbage and refuse from the building shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instructions given to the Unit Owner by the Association.
10. **WINDOWS:** Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows. No objects shall be hung from windowsills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows or doors. Unit Owners shall not throw cigars, cigarettes or any other object from windows or doors. Unit Owners shall not allow anything to be thrown or to fall from windows or doors. No sweepings or other substances shall be permitted to escape to the exterior of the building from windows or doors.
11. **HALLWAYS:** Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, walkways, or on staircase landings. No Unit Owner shall allow doors to remain open for any purpose other than for immediate ingress and egress.
12. **STORAGE AREAS:** Nothing shall be placed in the storage areas, which would create a fire hazard.
13. **BICYCLES:** Bicycles must be placed or stored in the designated exterior areas, if any.
14. **PLUMBING:** Common water closets and other common plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.
15. **ROOF:** Unit Owners, their lessees, their families and guests are not permitted on the roof for any purpose whatsoever.
16. **SOLICITATION:** There shall be no solicitation by any person anywhere in the building or upon the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.
17. **EMPLOYEES:** Employees of the Association shall not be sent out of the building by any Unit Owner, except in the Unit Owner's capacity as an officer or director of the Association. No Unit Owner or approved lessee shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.
18. **FIRE DOORS:** Unit Owners are not to use fire doors for ingress or egress, except in emergency situations.
19. **HURRICANE PREPARATIONS:** Each Unit Owner or lessee who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damage. The Owner shall furnish the Association with the name of such firm or individual. The designated firm or individual shall contact the Association for permission to install or to remove hurricane shutters.
20. **GUESTS:** Unit Owners and lessees shall notify the Association, upon at least ten (10) days prior written notice, of the arrival and departure dates of guests who have permission to occupy the Unit in the absence of Unit Owners and lessees. Unit Owners and lessees should have such guests check in at the Association office upon arrival in order that service can be extended to them in the way of telephone calls coming in the Association office, incoming mail or any emergency, which might arise.

**21. WATERBEDS:** No waterbeds are to be brought into the Units for any purpose whatsoever.

**22. ENFORCEMENT:** Every Unit Owner and lessee shall comply with these Rules and Regulations, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of a Unit Owner or lessee to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a Unit Owner for failure of a Unit Owner, or lessee, or their family members, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation set forth therein or in the Declaration, or in the Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- A. Notice:** The Association shall notify the Unit Owner or lessee of the infraction or infractions of the provisions of the Declaration, By-Laws, or rules which have allegedly been violated. Included in the notice shall be the date and time of a meeting of a Committee of other Unit Owners at which time the Unit Owner or lessee shall present reasons why penalties should not be imposed. The hearing shall not be held prior to fourteen (14) days from notice of said hearing. At such meeting, the Unit Owner or lessee shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
- B. Hearing:** The non-compliance shall be presented to a Committee of Unit Owners after which the Committee shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Committee shall be submitted to the Unit Owner or lessee not later than twenty-one (21) days after the meeting.
- C. Penalties:** The Board of Directors may impose a Fine against the applicable Unit Owner of \$100.00 for each violation.
- D. Payment of Penalties:** Fines shall be paid no later than thirty (30) days after notice of the imposition of the penalties.
- E. Application of Penalties:** All monies received from fines shall be allocated as directed by the Board of Directors.
- F. Non-exclusive Remedy:** These fines shall not be construed to be exclusive remedies 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 Unit Owner or lessee shall not be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Unit Owner.

The foregoing Rules and Regulations are designed to make living for all Unit Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules and Regulations are to be reported to the Board of Directors who will call the matter to the attention of the violating Unit Owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.

**SEYBOLD POINTE CONDOMINIUM**  
**ASSOCIATION, INC.**

**New RULES AND REGULATIONS (2008)**

1) A guest is defined as any individual, regardless of relationship to the unit owner, who resides in a unit for up to five (5) consecutive days. Any individual who resides in a unit for more than five (5) consecutive days must be documented with security. Any individual who resides in a unit for more than thirty (30) consecutive days must be approved as a lessee in accordance with the Association's governing documents. Failure to comply with this Rule may result in a fine of \$100 per day of the violation up to a maximum amount of \$1,000.

2) Any individual, including guests, who park in the parking lot for more than five (5) consecutive days may be required to rent a parking space from the Association upon the Association's request. Failure to do so may result in a fine in the amount of \$100 per day up to a maximum of \$1,000 or may result in that individual's motor vehicle being towed from the Association's parking lot at the owner's expense.

3) All leases entered into after the effective date of the adoption of this Rule must include or shall be deemed to include an addendum under which tenants will be required to pay rent to the Association upon written demand and notice from the Association in an amount equal to unpaid regular and special assessments which have not been paid by the unit owner.

4) A lease of one room in any unit is subject to all leasing requirements set forth in the Association's governing documents. No unit owner may enter into more than two one-year leases during any twelve month period. The violation of this Rule may result in a fine in the amount of \$100 per day up to a maximum of \$1,000 as well as any other legal remedies available to the Association.

**Seybold Pointe Condominium Association, Inc.**

**PET RULES - REVISED (6/5/07):**

- 1) All pets, when departing the units, must be on a leash while within the Common Elements, as set forth in 19.3 of the Declaration of Seybold Pointe Condominium. Common Elements include the hallways, elevator, lobby, parking garage and the grass surrounding our property. Very small dogs may be carried by their respective owners, but at no time should be let loose by the owner or run around on the ground or hallways without a leash.**
- 2) As stated in 19.3 of the Declaration, "there shall not be more than one (1) dog or two (2) cats in any unit" and "no unit owner shall keep both a cat and a dog in the unit."**
- 3) As per Page 8 of the Prospectus for Seybold Pointe Condominium, "no pet weighing more than 25 lbs. is permitted."**
- 4) Pets are not allowed inside the gym, lounge or 13th floor terrace area.**
- 5) Residents are prohibited from leaving their dogs unattended on their balconies and allowing them to bark and become a nuisance to other residents.**
- 6) All residents are required to carry and use "pooper scoopers" or plastic bags when walking their pets and must pick up after their pets and dispose of their pet's waste or feces in an appropriate manner. Your pet's feces is not to be used to "decorate" our landscaping. If your pet accidentally urinates or defecates in one of the common areas such as the hallway carpeting, lobby and/or elevator, you must immediately clean up after your pet. Aside from the obvious unpleasant odor and appearance, dog feces carry disease and create a serious health hazard to children, other pets (including other dogs) as well as adults.**
- 7) Visitors and individuals who are not registered residents of Seybold Pointe are strictly prohibited from bringing their pet(s) to the building. *No visiting pets! No exceptions!***
- 8) All pets must have proper licenses and must have current shots and vaccinations.**
- 9) Effective immediately, all pets must be registered with Guarantee Management Services. The registration will consist of providing a recent photograph of your pet and verification of your pets' current vaccines**

**from a veterinarian.**

**Your cooperation is greatly appreciated. Failure to abide by the above rules may result in a \$100 fine per incident.**