



Official Rules and Regulations

Altos Del Mar Association, Inc.

THESE RULES AND REGULATIONS have been adopted by the Altos Del Mar Association, Inc. ("**Association**") as of this 13th day of August, 2020.

RULES AND REGULATIONS

SECTION I – DEFINITIONS

I.1 All capitalized terms used but not defined in these Rules shall the meaning or meanings given to such terms as set forth in that certain Fourth Amendment and Restated Declaration of Restrictions and Protective Covenants for Altos del Mar Association, Inc., as recorded in Official Records Book 30300, Page 2626, of the Public Records of Miami-Dade County, Florida, as amended from time to time (“Declaration”).

I.2 Tenant: Any person to whom a lease of a Lot is granted by a Member.

I.3 Resident: Any person registered as such in the community registration system of the Association by the Member or by the Tenant, if the Lot is leased.

I.4 Registered Guest: Any person registered as such by an adult Resident via written (fax, letter or email) notification to the Board of Directors. All such persons being registered as Registered Guests with the Association must submit their photograph and valid state issued identification, passport, or driver’s license to the Association. Registrations expire after a maximum of 14 days. During a calendar year, a person may not surpass 60 days (cumulative or continuous) as a Registered Guest. Continuous registrations are not permitted. Registered Guests can come in and out of the Community without the need for further authorization and can be in the Community without being accompanied by a Resident.

I.5 Temporary Guest: Any person who is verbally allowed to enter the Community by an adult Resident. Temporary Guests must be accompanied at all times by an adult Resident while in the Community.

I.6 Guest: A Registered Guest or Temporary Guest but excluded any other types or unauthorized persons.

I.7 Damage or cost; fines: Any references to damage(s) or cost(s) associated with, arising from, and/or resulting from a violation of these Rules shall be in addition to a fine levied by the Association for such violation(s).

I.8 Household Employee: Any person registered as such by an adult Resident via written (fax, letter or email) notification to the Association’s then designated point of contact (i.e., Board of Directors, security officer, or otherwise designated). It is the Resident’s responsibility to revoke access once the employee ceases to work for the Resident. All such persons being registered as Household Employees with the Association must submit their photograph and valid state issued identification, passport, or driver’s license to the Association to the Association.

I.9 Security Officer: Such contractor and/or personnel selected by the Board of Directors for services for the benefit of the Community as contracted for from time to time.

SECTION 2 – MOVE-INS, MOVE-OUTS AND DELIVERIES

2.1 Hours for Move-Ins/Move-Outs: Move-ins and move-outs shall only be permitted Monday through Saturday from 8:00 a.m. to 4:00 P.M. and only during such specific times as reserved in advance with the Association. All moving trucks and/or vehicles used in the process must be removed from the Community by 4:00 P.M. on such days, or earlier if so stated in the moving reservation with the Association, without exception.

2.2 Reserving Dates: Residents must make reservations at least 2 weeks prior to their scheduled move-in or move-out date.

2.3 Frequency: The Board of Directors may use its discretion in limiting the move-in and move-out frequency, reservations, and otherwise related activity within the Community.

2.4 Security Deposit for Community Area Only: Prior to all move-ins and move-outs within the Community, a refundable security deposit of \$2,500.00 must be delivered to the Association when making a reservation. The security deposit, less any deductions for damages caused to the Common Areas or other permitted charges, shall be returned to the person's designated address within thirty (30) days after written notice is delivered to the Association of the move-out and designated address.

2.5 Liability Insurance and Other Requirements: All movers must provide the Association with a copy of such certifications or licenses as required by law, a \$1,000,000.00 liability insurance certificate of insurance, with the Association listed as an additional insured, prior to the scheduled move-in or move-out.

2.6 Parking Restrictions: Moving trucks and vehicles used in the process are permitted to park only in designated areas within the Community and must not park in the entrance area of the Community or obstruct any other ingress, egress, and/or parking areas.

2.7 Hours for Deliveries: Deliveries of any kind or nature requiring the assistance of a Security Officer shall be permitted only Monday through Saturday from 7:00 a.m. to 6:00 p.m.

SECTION 3 – GUESTS

3.1 Access; Clearance: Unregistered persons shall not be permitted within the Community. Unregistered persons must check in with the Security Officer on site, present proper identification, and provide the Security Officer with the name and address of the Lot they are visiting. The Security Officer must be able to communicate with the Resident to announce the arrival, confirm approved access, and record entry. If the Resident cannot be reached and advanced written instructions have not been received and approved by the Association, then the unregistered person will be turned away and not granted access to the Community and requested Lot.

3.2 Compliance with Rules/Regulations: All Residents are responsible for the actions of their Guests, invitees, agents, employees, contractors, and/or other persons acting under their direction or control, including, but not limited to, any damage sustained in the Common Areas and/or violations of the Association's Governing Documents.

3.3 Pets: For the avoidance of any doubt, Guests are subject to the same restrictions on pets as Residents.

3.4 Failure to Comply: Residents must remove their Guests from the Community and otherwise deny access for any violations of the Association's Governing Documents. The Association shall have the right to remove (or cause the removal) and otherwise deny access to Guests who have violated the Association's Governing Documents.

SECTION 4 - PETS

4.1 Registration: All pets must be registered with the Association and must have their photograph and identifying information submitted to Board of Directors.

4.2 Pet Removal: Any pet that displays aggressive behavior or becomes a nuisance or threat to the health, well-being, and/or safety to or of other Residents is subject to removal by the Association upon approval by the Board of Directors.

4.3 Leash Requirements: Pets are prohibited from roaming freely throughout the Common Areas. Pets must be leashed at all times while in the Common Areas. Leashes must not be longer than 6 feet and used by an individual who can control the animal.

4.4 License and Inoculations: All licenses and inoculations required by the City of Miami Beach and Miami-Dade County must be up to date and provided to the Association upon request.

4.5 Pet Clean-Up Charges: Residents must clean up after their pets and properly dispose of pet wastes. In the event that a Resident does not clean up after the pet and properly dispose of their waste, the Association may issue a Notice of Violation to the Resident. In the event a Resident receives more than 2 Notices of Violation for failure to properly clean up after their pet and dispose of its waste, the pet will be considered a nuisance and must be removed by the Resident and is also subject to removal from the Community by the Association.

4.6 Damages: Any damages and costs resulting from any pet within the Community will be the full responsibility of the Resident responsible for the pet.

SECTION 5 - OBSTRUCTIONS, TRASH DISPOSAL, RECYCLING

5.1 Obstructions: No obstruction or cluttering of any kind is permitted within the Community including, but not limited to, sidewalks, driveways, automobile parking spaces, lawns, entrance and exit ways, patios, courts, vestibules, or other Common Areas of the Community. Automobiles and other vehicles parked improperly, illegally, and/or on Common Areas may be towed or caused to be towed and removed by the Association at the cost and expense of the offending party and no cost or expense to the Association.

5.2 Trash Disposal and Recycling: All trash, recycling, debris and garbage must be secured in appropriate bags, placed in an appropriate trash or recycling receptacle, and brought out to the Lot line on the days and times scheduled by the City of Miami Beach for trash pick-up. Residents must promptly remove their receptacles from the sidewalk on the same day that the trash and recycling is picked up by the City of Miami Beach.

SECTION 6 – ALTERATIONS, REPAIRS AND OTHER CONSTRUCTION WORK

6.1 Construction Work Hours: Alterations, repairs or other construction work shall only be permitted Monday through Saturday from 7:00 a.m. to 6:00 p.m.

(a) Any contractor, workman, tradesman, installer, laborer, or person performing alterations, repairs, or other construction work (“Construction Personnel”) that is pre-approved and authorized by the Association to be within the Community beyond the allowed time shall require supervision by a Security Officer, and the Owner requiring such Construction Personnel shall pay the Security Officer’s overtime fee per hour, which overtime fee shall be paid to the Association within one (1) business day of such services.

(b) In no event shall any alterations, repairs or other construction work be permitted beyond the hours set forth in these rules, absent an emergency, without prior request with good cause and obtaining the prior written approval from the Association.

6.2 Application; Registration, Deposit:

(a) Access to the Community and Lot by Construction Personnel must be pre-approved and coordinated with the Association.

(b) Owners must submit a completed application to the Association for any such alterations, repairs and other construction work. The application will be provided by the Association upon request. Owners shall be responsible to ensure their Construction Personnel have obtained and submitted complete information and portions of the applications to the Association in advance of the proposed project or work.

(c) Prior to commencing alterations, repairs and other construction work, a refundable security deposit of \$5,000 (for projects over \$50,000 fee should be and up to \$1,000,000) or \$15,000 (for projects in excess of \$1,000,000), as applicable, must be delivered to the Association with the Owner’s application. The security deposit, less any deductions for damages caused to the Common Areas or other permitted charges, shall be returned to the Owner within thirty (30) days after written notice is delivered to the Association that the project and work is complete.

(d) Upon review of the application, the Association will determine whether permission is granted to the Owners for authorization to proceed with the proposed alterations, repairs, or other construction work. All applications must include signed and approved construction plans and/or detailed description of interior modifications and all such other requirements specifically set forth in the application.

6.3 Insurance: All Construction Personnel must provide proof of liability insurance in the amount of \$1,000,000.00, and such additional insurance required by law, prior to the commencement of any work. The Owner conducting alterations, repairs or other construction work is responsible for providing the Association with proof of insurance evidencing the Construction Personnel’s coverage for workers’ compensation, auto, and general liability in the amounts of \$1,000,000.00. Except for the worker’s compensation, the such insurance policies shall name the Association as an additional insured and loss payee. All Construction Personnel must provide the insurance certificate(s) listing the agent’s phone number and confirming that the Association is named as an additional insured and loss payee, as

applicable. The worker's compensation insurance certificate must also state that all subcontractors hired by any contractor are covered by the contractor's worker's compensation coverage.

6.4 Indemnification: The Owner of any Lot (and Tenant, if any, on a joint and several basis) where any alterations, repairs or other construction work is performed shall be liable for any and all damages to other Owners, Lots, the Association, and/or Common Areas, and the Owner and Tenant, if any, on a joint and several basis, shall indemnify, defend, and hold the Association harmless from and against any liability lawsuits, demands, damages, costs, and/or other claims to any property damage of any type (to other Owners, Lots, the Association, and/or Common Areas) or bodily injury or harm to persons, related to and/or arising out of such alterations, repairs or other construction work. This shall be in addition to, and in no way limit, any and all indemnification, defense, and/or hold harmless duties that the Owners or Residents owe to the Association pursuant to the Governing Documents.

6.5 Permits: Any alteration, repairs, or construction requires applicable government permits and work will not be allowed to commence until these permits are submitted to the Association.

6.6 Contractor and Subcontractor ID's: Regardless of pre-registration, all Construction Personnel performing alterations, repairs or other construction work in the Community shall be required to show valid state issued identification to the Security Officer prior to entering the Community each workday. The Association reserves the right to require Construction Personnel to wear an identification badge issued by the Security Officer while performing work in the Community.

6.7 Construction Vehicles, Equipment, Staging: Construction Personnel's vehicles, staging, equipment locations, and entering and exiting the Community must be in strict conformance with any written approvals or plans approved by the Board of Directors and also at the direction of and coordination with the Security Officer.

6.8 Debris, Garbage: All construction materials, garbage, and debris must be cleaned up from the exterior work areas and removed from the Community at the end of each workday.

6.9 Repairs, Cleaning: All damages and/or cost incurred of any repairs or cleaning required by the Association due to any alterations, repairs or other construction work performed on a Lot will be charged by the Association to the Owner, and shall be promptly paid not less than five (5) days after the Association has demanded same.

6.10 Dissemination of Rules and Regulations: Each Owner is responsible for disseminating the Association's Rules and Regulation, applications, and/or other paperwork required to its Construction Personnel and shall cause such personnel to adhere to same.

SECTION 7 – SECURITY, ACCESS AND OPERATIONS

7.1 Resident Access: All residents (both owners and renters) MUST be registered with the HOA. This includes all children and relatives of Owners and/or tenants that will be living at ADM. Any Resident seeking access must enter on 78th Street and can gain access with the assistance of the on-duty Security Officer or from the FOBs. Each property will be given two FOBs, any additional FOBs can be purchased for a fee of \$100 per FOB.

7.1 Non Resident Access:

Pre-arranged guests

Any guests can be registered with Security prior to visiting ADM. The resident of the property may contact Security in advance and give the first and last name of their guest in addition to which resident gave the authority. That name will be documented in advance and added to an official daily report.

Pre-arranged workers

Any workers can be registered with Security prior to visiting ADM. The resident of the property may contact Security in advance and give the first and last name of their guest in addition to which resident gave the authority. That name will be documented in advance and added to an official daily report.

Unannounced guests

Any unannounced guests must stop at the security gate. The guard must call the owner and the guest must be given a formal ok by one of the official residents before coming on property. Once they are cleared, the guard must request ID and take a photo of the ID and the number plate of the car (if they are driving) which will then added to the official daily report.

Unannounced workers

Any unannounced workers must stop at the security gate. The guard must call the owner and the worker must be given a formal ok by one of the official residents before coming on property. Once they are cleared, the guard must request ID and take a photo of the ID and the number plate of the car (if they are driving) which will then added to the official daily report.

The guards will be given an official list as a reference point. That list will include ALL residents and their contact information. Each day ALL guest both pre-arranged and unannounced will have their name added to a daily report which will be sent to the President and Alex Fuentes.

Guard Contact Information

Main security mobile # (786) 212-0384

Roberto Gomez mobile # (786) 412-7672

Raphael Gomez mobile # (786) 366-2581

Jorge de Leon mobile # (786) 660-0172

7.4 Cameras: The security van has 360 degree cameras. The cameras are available to view for all residents. Anyone wanting access needs to download the App which is available for both Apple and Google. <https://www.annke.com/pages/download-center> (Username: adm1919 Password: Altos1919)

7.3 Community Exit and Traffic Routes: All Community traffic must enter on 78th Street. Entry will not be allowed on 77th or 79th Street. Atlantic Way is a ONE WAY STREET and Residents must abide by this. Between 78th and 77th, Atlantic Way is ONE WAY North to South. Between 78th and 79th, Atlantic Way is ONE WAY South to North. This rule has been created for resident safety (there are traffic lights on 78th and 79th) as well as ensuring ease of traffic flow. Anyone not abiding by this will be asked to turn around.

SECTION 8 – CONDUCT AND NOISE

8.1 Restrictions: No person in a common area of the Community shall engage in any loud, boisterous or other disorderly, profane, indecent, immoral or unlawful conduct.

8.2 Skateboards, Roller-skating, Etc.: No scooters, skateboarding, roller-skating, wheeled toys, roller-blading or bicycling is permitted in the Common Areas.

8.3 Guests: Residents are solely responsible and liable for the conduct and actions of all of their Registered Guests, Household Employees, pets, invitees, contractors, agents, and/or persons otherwise acting under their control or direction, and the Residents shall require strict compliance with the Association's Rules and Regulations.

8.4 Noise Restrictions: No Resident shall make, or permit to be made, any disturbing noise within the Community, nor allow Registered Guests, Household Employees, pets, invitees, contractors, agents, and/or persons otherwise acting under their control or direction, to do so in any way that interferes with the rights, enjoyment, safety, peaceful possession and/or use of other Residents.

8.5 Mechanical or Amplified Noise: No Resident shall play, or allowed to be played, any musical instrument or operate or allow any telephone, television, radio or sound amplifier in his/her Residence as to be unreasonably disturbing or annoying to other Residents.

8.6 Nuisance: No nuisances, harassment, and/or threatening or dangerous behavior, (as defined by the Association) shall be allowed in the Community, nor shall any use or practice be allowed which is a source of annoyance to Residents and/or which interferes with the rights, enjoyment, safety, peaceful possession, and/or use of their Residence and/or the Community.

SECTION 9 – DAMAGES

9.1 Owner's Responsibility: The Owners (and all Residents) of the Lot shall be liable for all damage caused by any guests, Household Employees, pets, invitees, contractors, agents, and/or persons otherwise acting under their control or direction.

9.2 Damage Assessments: All costs and damages assessed to any Owner shall be due no later than thirty (30) days from the date of assessment and shall accrue interest at the applicable rate per month until such charges are paid. Damages shall include any charges or costs incurred by the Association in the enforcement of these Rules and Regulations including, but not limited to, legal fees, staff overtime, repair or replacement of amenities, Security Officer charges or police protection.

SECTION 10 – LEASING OF RESIDENCES & SHORT TERM RENTALS

10.1 Lease Application: Owners must supply their prospective Tenant with the lease application package provided by the Association, which package must be completed by the Tenant and submitted to and approved by the Association prior to the scheduling of any move-ins. The Association's thirty (30) deadline to review and respond to the prospective Tenant shall not commence until the completed application, with the required supporting documentation, and application fee have all been delivered to the Association.

10.2 Application Fee: The application fee for prospective Tenants is \$100.00 per person for each person who is seeking to lease/occupy a Residence within the Community. The Association will not begin processing the lease applicable package until all fees are submitted by the prospective Tenant.

10.3 Approval Restrictions: Approval of all prospective Tenants will be contingent upon the satisfaction of any outstanding assessments, charges, or fees owed to the Association prior to the proposed date of move-in.

10.4 Deposits: The prospective Tenant will be required to post a security deposit with the Association equal to the greater of: one month's rent under the lease, or the maximum amount permitted by applicable law. This deposit, less any deductions for damage caused to the Common Areas and/or other charges properly levied, will be returned to the Tenant within thirty (30) days of written notice delivered to the Association of the Tenant's new designated address and that the Tenant has moved out.

10.5 Lease Registration: Copies of all leases must be submitted to the Association.

10.6 Gate FOBs: Any security gate fobs or access devices for the Common Areas shall only be issued by the Association at a cost of \$100 per FOB.

10.7 Short-Term Rentals: No Owner shall enter into a lease agreement for their Lot for any such period shorter than 6 months and 1 day.

(a) Any Owner who violates this Rule 10.7 shall be reported to the City of Miami Beach and/or Miami-Dade County, and may be found in violation by the City of Miami Beach and/or Miami-Dade County of their applicable codes, regulations, and/or laws, and subject to additional fines and/or penalties.

(b) The Association may exercise its rights under Section 12 of these Rules and Regulations, and such other and further remedies provided under the other Governing Documents and/or available at law against the violating Owner, Resident, and/or Tenant.

10.8 Events: Owners may, at the discretion of the Board, enter into an agreement for their Lot for events. The Board must be supplied with a copy of the contract as well as being provided with all the details of the contemplated event including an estimate of the total personnel involved. The Board will consider each event on a case-by-case basis being cognizant of the impact on the Community as well as on other Owners. Should such an even be approved by the Board, the Association will be entitled to an event fee that equal to 6% of the gross proceeds paid to the owner.

SECTION 11 – HURRICANE PROCEDURES

11.1 Approaching Storm: Upon notice from local news or weather tracking centers of an approaching named storm or hurricane, all furniture, unattached items and/or any other objects must be removed from the exterior of the residence and placed into the interior of the residence.

11.2 Absence during a Storm: If a Resident is going to be absent from his/her Lot during the hurricane season (June 1st – November 30th), then he/she must remove all furniture, unattached items and/or other objects from the exterior areas of the residence in advance of his/her departure, and designate in writing to the Association a responsible company or individual to care for his/her Lot should it suffer storm or hurricane damage. Any absentee Resident that fails to remove all such items and objects from the exterior areas of the residence as required by these Rules will be a violation of these Rules, will

be charged all costs incurred by the Association to hire or for the use of personnel to remove said items and objects.

SECTION 12 – VIOLATIONS OF RULES AND REGULATIONS

12.1 Levying of Fines: The Governing Documents of the Association and Florida law permit the levying of fines for violations of these Rules and Regulations (and other portions of the Association's Governing Documents). The Association shall be permitted to levy fines for each violation, and the continuance of the violation, in a daily amount and an aggregate amount for continued violations, of no more than \$100, or \$100 per day of non-compliance up to a level of \$1,000, or any amount allowed pursuant to Florida law. Such fines shall be in addition to any liability for damages or costs incurred by the Association.

12.2 Violations: The administrative process for levying a fine starts with a letter or other written notice from the Board of Directors, either hand-delivered or certified mail, citing the violated rule or regulation and requesting the Resident to cease such rule or regulation violation. The letter may also contain the date, time and place of the hearing before the Board of Directors (or a fining committee, if the Board has created such a committee hereinafter), which will be approximately fourteen (14) days from the mailing date of the notice.

12.3 Fine Meeting: The Board (or fine committee hereinafter created) shall preside over all hearings for violations of the Rules and Regulations. At the hearing, the Resident may present witnesses, written summary of his/her position, and/or purported evidence of mitigation for his/her alleged violations.

12.4 Notification of Fine: A written decision of the Association will be delivered to the Resident no later than twenty one (21) days after the hearing.

12.5 Payment of Fines: Payment of fines must be made no later than ten (10) days after the fine is levied.

SECTION 13 – MISCELLANEOUS

13.1 Invalidation of any one of these rules or regulations, or portion thereof, by adjudication and court order shall in no way affect any other provisions which shall remain in full force and effect.

13.2 No tree, hedge, other landscape feature, temporary object, or improvement shall be planted, installed, or maintained in a location or in a manner which obstructs sight-lines for vehicular traffic on streets and roadways, creates a nuisance, hazardous condition, damage to Common Areas or other Lots, and/or otherwise violates Owners' right to quiet enjoyment and possession of their respective Lots.

13.3 Contractors, employees, or agents of the Association are not to be sent out by Residents for personal errands. Only the Board of Directors shall give directives to contractors or agents of the Association.

13.4 No flammable, combustible or explosive fluids, chemicals or substantive shall be kept on a Lot or on the Common Areas, other than is reasonable, customary, and within the limits established by applicable law.

13.5 Every Owner, Residents, guests, Household Employees, invitees, contractors, agents, and/or persons otherwise acting under their control or direction shall comply with these Rules and Regulations as set forth herein, 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 to 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 other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed based upon the failure to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws of the Association, as amended from time to time. The Board of Directors shall be permitted (but not required) to grant relief from violations of specific rules and regulations upon written request from the applicable Resident and good cause show in the sole opinion of the Board of Directors.

13.6 THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE, MODIFICATION, AND/OR ADDITIONS BY THE ASSOCIATION AS OTHERWISE PROVIDED IN THE ASSOCIATION'S GOVERNING DOCUMENTS AND/OR BY LAW. EACH OWNER AGREES ON BEHALF OF THE OWNER AND ANY PARTY ACTING BY, THROUGH OR UNDER THE OWNER, TO STRICTLY ABIDE BY ALL RULES AND REGULATIONS, AS AMENDED FROM TIME TO TIME. ANY VIOLATION HEREOF SHALL BE CONSIDERED A VIOLATION OF THE GOVERNING DOCUMENTS AND THE ASSOCIATION SHALL HAVE ALL RIGHTS AND REMEDIES PROVIDED THEREIN, INCLUDING THE RIGHT TO IMPOSE FINES AND SEEK OTHER AND FURTHER RELIEF.

13.7 RESIDENTS SHALL COMPLETE AND SUBMIT SUCH FORMS AND APPLICATIONS AS ADOPTED BY THE ASSOCIATION IN CONNECTION WITH AND/OR CONTEMPLATED BY THESE RULES AND REGULATIONS. THE FORMS AND APPLICATIONS ADOPTED BY THE ASSOCIATION, SHALL BE AVAILABLE UPON REQUEST TO THE ASSOCIATION, AND SHALL BE CONSIDERED INCORPORATED INTO AND A PART OF THESE RULES AND REGULATIONS.

THESE RULES AND REGULATIONS have been adopted by the Altos Del Mar Association, Inc. ("**Association**") as of this 13th day of August, 2020.



Clifford Smallman, President

Signed

Print Name, Title

Signed

Print Name, Title

Signed

Print Name, Title

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