

# *Bay Garden Manor Condominium Association, Inc.*

1250 West Avenue, Miami Beach, Florida 33139

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## **Rules and Regulations**

Violations of any of these Rules and Regulations will be punishable by fine(s) and/or charge(s) in accordance with the Florida Condominium Act, Chapters 61B-15 through 61B-24 of the Florida Administrative Code. Please report any infractions observed by email to [baygardenmanor@akam.com](mailto:baygardenmanor@akam.com), to the management office, or by phone (24 hours/day).

### **SCREENING, MOVING, GUESTS, & GENERAL**

1. All renters, and buyers must provide a copy of their sales contract or lease, as the case may be, together with a completed application; including a \$100.00 money order, which is not refundable in the case of application denial. All necessary documents provided by the Association must be completed and presented to the office before scheduling an appointment for an interview with a Board member or the Screening Committee. Any person(s) moving in at a later date with an already approved Owner/Tenant (roommates, partners, etc.) must follow the same procedure. All residents over the age of 18 must be included in the lease.
2. Maximum permitted number of occupants in each unit is as follows:

Efficiency ("studio"):	Two (2) Persons
One Bedroom:	Three (3) Persons
3. The Association's By-Laws allow owners one (1) rental per 12-month period. Tenants must be screened and approved by the Association (see point 1). The Association requires a security deposit of \$500. This security deposit is held in the Association's escrow account, and is refundable upon move out, subject to contingencies. The Association reserves the right to retain all or part of the \$500 security deposit in case of
  - any damage caused to any of the building's common elements
  - an unauthorized "move out" such as for the \$50 move out fee
  - outstanding fines for violation of any of the rules mentioned herein
  - outstanding fines for violation of any of the parking rules
4. Moving/Elevator Reservation: An appointment with the management office and elevator damage deposit of \$100.00 must be made in advance (at least 2 business days) for a "move in" or "move out." A \$50 fee is required for moving. The "move in" will only be made after the approval of the application including an interview with a Board of Director or the designated Screening Committee, and all fees/deposits are collected. No "movers," including companies hired for the purpose, will be allowed on the premises without prior written approval. A "move in" or "move out" will be permitted Monday through Friday between the hours of 9:00 am and 4:00 pm. Any violation of this policy, including moving before/after moving hours or a "move" of a roommate, partner, etc without prior approval will result in automatic forfeiture of common area deposit and a possible fine based on frequency of violation.

5. Access to the building is by use of "key fob" only or in the company/escort of an authorized resident. Guests may be "buzzed" in through the use of the intercom system. Key fobs may be purchased from the management office by owners/registered tenants, fobs are limited to 3 active fobs for studios, and 4 for 1 bedroom units.
6. Any guest residing in a unit for longer than two (2) weeks, not in the Owner/Tenant's absence, must provide his/her information to the management office in writing, including name(s) and dates of visit. Any guest residing for longer than one (1) month must be reported in writing and must complete the application and screening process just like any renter or owner and be included in the lease.
7. A unit may be used by friends and/or relatives in the absence of the Owner only after written approval by the Board or Screening Committee. Owner/tenant must provide the office a written notice with names, dates, and relationship of persons occupying the unit. Any such friend or relative remaining for a period longer than one (1) month must complete the application process and be approved. Anyone occupying a unit without approval by the condo association through the application/approval process will be considered a trespasser and will be treated accordingly.
8. All leases will be for a period of not less than twelve (12) months.
9. Any owners leasing units shall not be relieved hereby from any of his/her obligations with respect to the unit, which shall be joint and several with his tenant.
10. There shall be no sub-letting of apartments.
11. There shall be no "For Sale" or "For Rent" signs placed in common areas, doors, or in the unit windows. If an owner wishes to have an "Open House" for general public for the purpose of selling or renting an apartment this must be approved prior by the BOD and management office.
12. Legal action will be taken against owners and tenants if the unit or common areas are used for purposes which violate the criminal laws and the laws of Miami-Dade County, the State of Florida, or the United States Government.
13. No units can be sold or rented if the owner owes the Association any monies. Units can be listed for sale provided any delinquent balances, including late/collection fees are collected upon closing. Likewise, a unit may be listed for rental, provided the owner/tenant agree to pay rent directly to the association until such time as there is no longer a past due balance on the apartment.
14. Only the owner can stay in a unit if monies are owed to the Association, or the tenant pays rent directly to the association (see rule 13).
15. Residents and/or guests shall not conduct himself/herself in a loud and boisterous manner or use improper or profane language in the common areas.
16. No Owner/Tenant shall make any alterations or additions to the exterior of the common property or erect any exterior antennas or satellite dishes.
17. There shall be no soliciting in the building.
18. No owner/renter may place plants or any other ornaments in the common areas or hallways, this includes on hallway doors and/or doormats.

19. Any vandalism of furniture, plants, or other fixtures belonging to the Association will be punishable with a demand for restitution, either physically or financially.
20. An owner must reimburse the Association for any expenses incurred in repairing and/or replacing any common area elements and/or facilities damaged by themselves, their agent, lessees, or guests.
21. Non-authorized persons are not permitted on the roof for any reason. In the event that anyone violates this rule and an accident occurs, the Association is not liable.
22. Exit doors and stairwells are to be used for emergencies (i.e. fire), moving between floors, and when elevators are not functioning. No loitering, smoking, visiting, or playing is permitted in the stairwells or hallways; this includes the exterior space between exit doors on the East end of each hallway. Moving of furniture and/or other large objects through the stairwells is prohibited. The Association is not responsible for persons making unauthorized use of these areas or any accidents which may occur due to such unauthorized use.
23. No one is to remove or tamper with any fire extinguisher on any floor. This includes the fire extinguishers located in the stairwells.
24. No one is to tamper with the fire alarm system components, including the speaker/alarm box located above apartment entrance doors on the interior of the apartment.
25. No resident (owner or tenant) or guest may use the building's electric service by running extension cords from the hallways to an individual unit.
26. All windows in the hallways and laundry rooms are to be kept shut at all times, as these areas are under central air conditioning.
27. No resident is to open his/her window while using the air conditioning in the unit.
28. No individual air conditioning units are to be placed in a window. Individual air conditioning units are allowed, provided it is the floor standing type that has an intake which may be placed in the window, provided no portion of the unit extends beyond the façade of the building.
29. Nothing may be hung out of a unit or common area window for any purpose (including airing or drying). This also includes clothes, rugs, and rags etc.
30. There are to be no waterbeds or variations of any waterbed of any nature in any unit unless specifically approved by the Association in writing.
31. Decent, moral behavior and cleanliness should be adhered to in all common areas at all times.
32. Excessive wasting of water is not permitted and subject to a fine. This includes the use of leaking or malfunctioning toilets and/or faucets, such problems need to be expeditiously repaired, please report to the management office if you discover any such issues in the apartment.

33. As per the condominium documents, a current copy of each apartment's entrance keys is required to be on file with the management office. These will only be used in the case of an emergency and/or for repairs to common area elements that the association is legally allowed access to.
34. Any window treatments visible from the exterior of the building are to be white colored only and are subject to review/approval by the management office. Please check with the office before making any purchase/installation so as to avoid having to remove/uninstall treatments that do not comply.
35. Excessive noise is not tolerated in the building. This includes performing repairs/renovations after 5pm, domestic arguments, shouting, loud music and/or television viewing, use of musical instruments, etc.
36. A yearly inspection is to be performed on each unit by the management and maintenance staff. Date/time will be arranged with resident. Inspection will include A/C Fan Coil units and plumbing fixtures. Deficiencies discovered during inspection will be notified to the owner and will receive a 30 day notice to correct before fines are incurred.

### **BICYCLES AND SCOOTERS**

37. The storage of personal items in the hallways or common areas is prohibited, this includes bicycles and scooters.
38. Indoor bicycle storage is available in the Bicycle Storage room for a fee or bicycles may be stored on the outside bicycle rack free of charge. Please see the management office for current fees and procedures for bicycle storage and Bike Room access.
39. No bicycles, scooters, or any other items may be secured to any areas other than the designated bicycle storage areas, this includes light poles and fences on the property. Items found secured to light poles and/or fences will be removed at the owner's expense.

### **POOL, POOL AREA, RECREATION AREA, AND COMMON AREAS**

40. Residents of BGM have priority usage of the pool and pool area, this means when guests or other groups allowed to use the pool are present they are not to interfere with usage of the pool area by BGM residents.
41. Owners that are more than 90 days delinquent in maintenance and/or assessments are not allowed access to the pool, pool area, and/or social rooms except as may be required for emergency egress from the building.
42. Pool hours are from 8:00 am to sunset. Pool area (including sun deck) hours are from 6:00 am to 11:00 pm. After 9:00 pm a "no noise" policy will be in effect and strictly enforced by the security on duty. At all times loud music, shouting, "horseplay" of any kind, is not allowed in the pool area.
43. Showering is required prior to entering the pool.
44. No diving, by any persons including children, is allowed into the pool.
45. Children under the age of 12 must be accompanied in the pool, pool deck areas, and all recreation areas (including while using the pool/ping-pong tables by an adult over the age of 18 at all times.

46. Since there is no lifeguard on duty at the pool or in the pool area, Owners/Renters are responsible for themselves and their respective families and guests. No unattended guests are permitted in the pool or recreational areas unless prior permission is obtained from the office.
47. No foreign objects may be thrown into the pool.
48. Cover-ups and shoes are to be worn at all times in the interior common areas of the building. This includes going to and from the pool area and/or the elevators.
49. No glass bottles or containers are permitted for use in the pool area or in any of the other common areas.
50. Social room is available from 6am to Midnight everyday.
51. No bicycles, roller-skates, skateboards, or any other toys with wheels are to be permitted in the pool area or used in any of the other common areas (lobby, hallways, ramps, etc.)
52. No running, jumping or ball playing is permitted in the common areas or in the recreation area.
53. Cooking/grilling/barbecuing are allowed in the designated area provided permission is obtained from concierge/security or management office. This must be done in the designated area and must be at least 15 feet from the building structures. Resident is responsible to clean up after any cooking and is subject to inspection by the management or security. The cost of any damages and/or cleanup by the Association will be charged to the resident and/or deducted from common area deposit.

## **GYM / FITNESS ROOM**

54. Owners that are more than 90 days delinquent in maintenance and/or assessments are not allowed use of the Fitness Room.
55. Anyone wanting to use the gym must first sign the waiver form, this includes guests, please see the concierge before using the gym if you haven't completed the form yet.
56. The gym is for use by Bay Garden residents and their registered guests only. No unregistered guests or visitors are allowed into the gym or to use its fitness equipment. This is not a gathering area for groups of people or friends, so please only enter the gym if you are a valid resident or registered guest and are using the facility for exercise.
57. Gym hours are 5:00am to midnight every day, including holidays. Entrance to the gym requires a FOB key (the same one used to enter the building).
58. No one under the age of eighteen (18) years of age is allowed to enter the gym or use any of its fitness equipment.
59. Keep the gym clean. Please pick up after yourself and discard your trash.
60. Dogs and other approved service animals (except for Seeing Eye guide dogs for blind or visually impaired) are not allowed in the gym.

61. Fitness equipment in the gym is to be used at the resident's / registered guest's own risk. Please consult your physician before starting an exercise program.
62. Free weights must be returned to racks when finished. No weights are to be dropped on the floor.
63. No loitering, smoking, food, or alcohol is allowed in the gym. Water and other liquids must be kept in sports bottles or other spill-proof containers.
64. Shirt and soft-soled athletic shoes must be worn inside the Bay Garden gym. Proper workout attire is required. No street clothes or open-toed shoes are allowed.
65. A towel must be used when using fitness equipment. Machines must be wiped down after use.
66. Please read equipment safety and instructional signs carefully before using fitness machines. Use the equipment as it is intended to be used. Insert weight pins fully into weight stacks. Do not use add-on weights or other objects and training aids unless provided by the gym and intended specifically for such use. Keep head and limbs clear of weights and other moving parts. Do not drop weight stacks. Return weights to starting position slowly.
67. Do not attempt any repairs or adjustments that are not part of the intended use of fitness equipment. Report any malfunctioning equipment to the office or security concierge.
68. Stop exercise if you feel weak, faint, nauseous, or unduly tired or uncomfortable.
69. Take all personal items with you when leaving the gym, any items left after closing will be discarded.
70. The gym is intended to offer a non-threatening environment to get healthier. We discourage dropping weights, emotional outburst, and loud grunting while working out. Please respect others who are trying to exercise.
71. No loud or offensive music, language or behavior. Please walk out of the gym to converse on your phone.
72. If people are waiting, the maximum time used for fitness equipment, including cardio machines, is 30 minutes.
73. The gym is not staffed. Please use caution when exercising. The gym is monitored by security camera, and any violations of the rules will be fined accordingly.

## **GARBAGE AND GARBAGE DISPOSAL**

74. All garbage must be separated as per current recycling laws and securely tied in plastic trash bags. All garbage should be disposed of as indicated on the garbage disposal system.
75. Discarding items too large to fit in the trash chute, i.e. mattresses, furniture, etc. in the hallways or any common area is prohibited and subject to a fine by the management office. For disposal of such large items, please coordinate with the management office.
76. It is prohibited to place garbage anywhere but down the garbage chute or in containers provided by the Association for this purpose.

77. Cigarette “butts” are not to be thrown out of windows, or discarded in the exterior of the building, other than in designated trash receptacles.

## **LAUNDRY AND LAUNDRY FACILITIES**

78. Laundry rooms are to be used between the hours of 7:00 am and 11:00 pm only.

79. Dryer lint traps should be cleaned by the user upon the removal of each load of dry laundry.

80. No clothes lines of any kind may be strung up in the laundry rooms or hallways/common areas.

## **PETS**

81. No pets are allowed in the building (even while visiting) or in any apartment, with the exception of birds and fish.

82. Aquariums containing more than 25 gallons of water are not permitted.

83. There shall be absolutely no feeding or curbing of animals anywhere in any of the common areas, including the parking area.

## **RENOVATIONS / ALTERATIONS**

84. All renovations to individual units and/or any common area elements must be approved by the Management prior to performance. This includes, but is not limited to:

- Flooring replacement
- Bathroom renovations
- Kitchen renovations including cabinet replacement
- Painting of doors (hallway side)
- Changing of door hardware and/or locks, “peep” holes, door knockers, etc.

85. Renovations, once approved by the management office, must strictly follow all applicable codes of the City of Miami Beach. This means obtaining permits when necessary and hiring licensed Florida contractors.

86. All work is to be performed, ONLY during the hours of 9am and 5pm weekdays and never on weekends or Holidays. This includes the movement of materials and removal of debris in the elevators.

87. Major material deliveries or removal of debris follows the same rules as moving (see rule 4 above). This will require a reservation of the elevator and deposit for any damages.

88. Fees: Renovations, once approved by the management office, will require a \$500 security deposit to be refunded at the end of the project considering no damages to the elevators or common area. In addition, a \$100 non-refundable renovation fee is required per project.

89. Water shut-off, if needed for a plumbing renovation project, must be scheduled with the management office a minimum of 5 days in advance, a \$100 fee per shut down is required to be paid at the time of scheduling.
90. All new water closets (toilets) are required by Florida Building Code to be 1.6 Gallon per Flush, water efficient type or less. For any units that have older, larger capacity tanks, please check with the management office for incentives for replacing the toilet.

*Bay Garden Manor Condominium Association, Inc.*



## Parking Rules & Regulations

The primary use of the parking lot at Bay Garden Manor is for the benefit of the residents of BGM. Given this fact all other uses of the parking area are secondary.

**General Rules:** Washing, waxing, detailing, and/or performing maintenance/repairs on vehicles, is not permitted in the parking lot. All vehicles parked in the lot must be in a safe, drivable condition, abandoned or inoperable vehicles will be towed at the owner's expense, regardless of whether the owner has current paid parking privileges. Vehicles must be parked in designated spaces, as noted by pavement markings; occupying more than one designated space is prohibited. Parking permits can be purchased by owners or renters, renters must be the designated renter and have been approved by the association for rental of a unit prior to applying for a parking permit. Parking permits expire when resident moves out of the building.

### **Cost of Parking:**

	<u>Monthly</u>	<u>6-Month</u>	<u>Annual</u>
<b>4-Wheel Vehicles:</b>	<b>\$80</b>	<b>\$175</b>	<b>\$350</b>
<b>Motorcycles/Scooters:</b>	<b>\$30</b>	<b>\$100</b>	<b>\$200</b>

**(Note:** "4-Wheel Vehicles" includes certain 3-wheel vehicles, see motorcycle/scooter parking rules below.)

**Lost Credentials:** Lost or stolen credentials (hang Tags or stickers) must be reported to the management office as soon as possible. Replacements will be made available for a \$50 fee.

### **Types of vehicle permitted/prohibited to park:**

**Permitted:** Vehicles including motorcycles and scooters with current State of Florida registration and insurance such as to legally operate on public streets.

**Prohibited:** Commercial vehicles, trailers, mobile homes, or vehicles with more than 4 wheels, and any vehicles with expired registrations and/or not legally able to operate in the state of Florida.

**Vehicle Dimensions Allowed:** All passenger vehicles, including regular sized vans, pick-up trucks, and SUVs under 7 ft. high, 17 ft. 6 in. long.

**Permitted Credential display:** Cars hang tag from rearview mirror or place on dashboard or if issued a sticker, place on front windshield, driver's side. Day or overnight parking passes are to be placed on front dashboard. For motorcycles/scooters, place sticker on rear bumper or front fork in a conspicuous location.

**Designated area for motorcycle/scooter parking:** Motorcycles and scooters are to be parked below the ramp in the designated motorcycle parking area, and receive different credentials than most vehicles parked in the normal parking area spaces. NOTE: 3-wheel vehicles (i.e. CanAm Roadster) are the exception, these are required to purchase a normal vehicle parking permit and park in normal car-sized parking spaces.

**Parking fee refunds:** Parking fees are not refundable under any circumstances.

**Documentation needed to purchase a decal:** A copy of your valid driver's license and a copy of the vehicle registration. Vehicles must be registered in the name of one of the authorized residents of the unit, or proof of insurance or authorization to operate the vehicle must be provided, such as in the case of company vehicles.

**Periods when parking permits are sold:** Valid parking term begins the first of the month following the sale month period, i.e. 6 month passes sold in May are valid June 1<sup>st</sup> through December 31<sup>st</sup>. Permits may be purchased at other times during the year as need if they are available, these would be sold depending on availability and would be sold at full price regardless of the time period remaining for the pass.

	<u>6-Month</u>	<u>Annual</u>
<b>4-Wheel Vehicles:</b>	<b>May &amp; December</b>	<b>December</b>
<b>Motorcycles/Scooters:</b>	<b>May &amp; December</b>	<b>December</b>

**Full privilege Monthly passes:** These are sold on an "as available" basis and are valid for the calendar month they are sold in, i.e. a pass sold on the 20<sup>th</sup> of December is only valid until December 31, etc. These passes allow for the same parking privileges as the 6 month and Annual passes.

**Parking permits per unit:** 1 permit is allowed to be purchased, per unit during the sale month. Additional permits may be purchased beginning the first of the following month if additional parking is still available.

**Number of permits available:** 165 permits. Parking spaces are available on a first come, first served basis. Note: this may fluctuate from time to time as the necessity arises, as there are only 155 parking spaces in the lot.

**Transfer of permit:** An owner or tenant can transfer their parking permit to each other or to a new tenant/owner or to a different vehicle at any time as long as the management office properly notified and the new driver/vehicle information is provided, a \$15 administrative fee will be charged.

**Loading/Unloading, Passenger pick-up/drop-off:** 15 minute parking is permitted on the East lane of front entrance way provided the passenger or a designated passenger remains with the vehicle at all times.

**Large item loading/unloading, moving:** The parking space in front of the north gate entrance is designated for loading and unloading between 9:00 a.m. and 4:00 pm, Monday – Friday, this space is to remain free during those hours and used for moving and/or loading/unloading. All other times, including weekends, normal parking rules apply to this space.

**Guest parking:** There are no designated guest parking spaces. Persons wishing to park due to visiting a resident of BGM must follow the visitor parking rules in effect at the time of visit, these vary during mid-week, overnight, weekend, and holiday times.

**Visitor parking:** Visitors to BGM, including, but not limited to, guests of BGM residents, contractors, performing work for individual residents, vendors performing services to BGM, delivery services, real estimate agents, etc., are permitted to park in any parking space. In addition to all the rules stated above, the following apply specifically to visitors:

Mid-week (Monday – Friday, 8:00am – 11:59pm) Visitors must obtain a parking pass from the Concierge Desk or management office (depending what time the visitor arrives). These are available for a fee of \$2.

Overnight (12:00am – 8:30am) Visitors may obtain a parking pass from the Security desk for a cost of \$20.

Weekend/Holiday (Saturday/Sunday, 8:00am – 11:59pm) Visitors may obtain a parking pass from the Concierge Desk, these are available for a \$5.

Visitor Monthly Day time pass: These are available for purchase at \$80/calendar month. These passes are valid for parking from 8:00am – 5:00pm in the calendar month they are purchased only.

All visitor passes are given on a first come, first served, basis, and the management office and/or Concierge/Security will regulate the amount of passes given out based on availability of parking at any given time. On weekends and holidays, such as July 4<sup>th</sup> fewer visitor passes may be given out due to more residents remaining parked in the building lot. As per the first paragraph, residents of BGM take precedence over others for parking availability.

VIOLATIONS SUBJECT TO FINES AND TOWING	
Who is subject to a parking fine:	<ul style="list-style-type: none"> <li>• Resident washing or performing mechanical repairs/maintenance</li> <li>• Owner of a vehicle parked in undesignated area or occupying multiple spaces</li> <li>• Resident who is caught littering (this includes cigarette butts)</li> <li>• Resident displaying parking permit not matching vehicle tag number</li> <li>• Resident who uses the loading/unloading zone without proper authorization, including after-hour usage.</li> </ul>
What actions are subject to potential towing:	<ul style="list-style-type: none"> <li>• Double parking or blocking other properly parked vehicles</li> <li>• Use of fraudulent or expired parking credentials</li> <li>• Violation of Visitor Parking rules</li> <li>• Vehicles not permitted by the Association Rules.</li> <li>• Parking a motorcycle/scooter anywhere other than the designated area</li> </ul>
What actions are subject to potential towing:	<ul style="list-style-type: none"> <li>• Parking on the east lane of the ramp for more than 15 minutes</li> <li>• Parking on the west side of the ramp (Fire lane)</li> <li>• Not displaying parking credentials while parked in the lot</li> </ul>

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|  | <ul style="list-style-type: none"><li>• Parking the Loading/Unloading space between 9:00am and 4:00pm M-F.</li></ul> |
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**Note:** It is the resident's/owner's responsibility to update the office with changes to designated vehicles. In case of an emergency, or during off-hours when the management office is closed, the concierge/security guard should be notified of any temporary changes (i.e. using credentials in a loaner or rental vehicle). The Association is not responsible for towing cost associated with failure to notify the office or Security desk of any such changes. BGM reserves the right to enforce these rules as seen fit, this might include warnings for first time violations and fines.

These rules are subject to change but remain in effect until such time as an update has been approved by the Board of Directors of Bay Garden Manor.