

fiftysixsixty

COLLINS AVENUE
CONDOMINIUM, INC.

MIAMI BEACH, FLORIDA 33140

Rules and Regulations

Revision approved by the Board of Directors April 25, 2013

1. The building manager must have access to every apartment. In his absence members of the Board or their agents may enter in an emergency, as stated in the Declaration. Where key locks have been installed, a spare key must be left with the manager. These keys are filed in a locked cabinet and will only be used in an emergency. If the above listed personnel do not have access to your apartment in the event of fire, flood, etc., we will be forced to break open the door at your expense. All combinations to locks must be registered with the building manager as well.
2. The manager or other person may not open the door of any apartment (without the written consent of the unit owner), for domestic help, outside repairmen, or persons other than the owners, unless in an emergency situation. The building is not covered for damage or loss arising from such actions.
3. All service requests must be made to the office. Building employees are not permit to render any service to unit owner's apartment during working hours without a work order from the management.
4. General soliciting, selling, etc., including the distribution of pamphlets, circular, letters, whether political, charitable, or for any other purpose is not permitted at any time without consent of the Board.
5. No hurricane shutters, except the type approved by the Board of Directors (Vertical Accordion), maybe permanently installed.
6. The use of excessive amounts of water to wash the terrace or water plants is prohibited. Excess water invariably causes damage and is a nuisance to your neighbors and cars below. No material of any kind shall be thrown from terraces.
7. All trash, excluding bottles and glass, must be packed tightly in plastic bags before disposing of it down the chute. All cartons, newspapers, and bottles are to be placed in the service area in receptacles which will be picked up by our porters. CHUTES MUST NOT BE USED BETWEEN 10:00 P.M AND 9:00 A.M. IN CONSIDERATION OF YOUR NEIGHBORS.
8. Unit owners may have a home office; however they are restricted from having from having commercial foot traffic.
9. Complaints about any actions of building employees must be given to the Board of Directors who has complete authority over all personnel. Complaints regarding the management must be made in writing to the Board of Directors which will be handled at the next regular Board of Directors meeting.
10. Unit owners and their guests wearing bathing attire, robes, nightclothes, etc., shall use the back entrances or pool entrance to the building and the service elevator only.
11. Rules governing the use of the swimming pool are posted in the pool area. These rules are mandated by our insurance carrier and must be observed. Children under the age of 16 are not permitted in the pool without adult supervision.
12. To avoid overcrowding in the pool area, if more than ten (10) guests including unit owners are expected, the building manager should be notified five (5) days in advance in writing.
13. The Bull & Bear Room is available to all unit owners. However, the manager must be notified in advance to avoid overlapping of demand. No food or beverages are allowed in this room.
14. The circulating library is available to all members. Please feel free to add to the collection.
15. The card room is available to all members for community use at no charge.

16. Whenever the Card Room is used for a private party the manager should be notified in advance of the date needed to avoid overlap. A refundable deposit of \$100.00 must be paid. If the room has been cleaned and restored the deposit of \$100.00 will be returned.
17. No one under the age of 18 will be permitted to use the Billiard Room, unless accompanied by an adult.
18. The exercise and Sauna Rooms are for the use for unit owners and their guests. No one under the age of 18 will be permitted the use of the Exercise Room unless accompanied by an adult. The risk and responsibility for the use of the exercise equipment lies with the unit owner.
19. No one should undertake an exercise program without consulting his/her physician. Anyone removing the "remote control" units to the two TV's in the gym will be charged \$200.00 for replacement.
20. Unit owners whose boats are present for more than two (2) consecutive weeks will be charged at a rate of \$1.50 per foot per month, to be billed quarterly, for use of water and electricity. If the boat is equipped with air conditioning that is kept running while the boat is dockside, an additional monthly charge will be \$2.50 per foot per month. At the Board of directors meeting on November 26, 2002, previous Rule # 44 was amended to have unit owners who have boats docked at the condominium's dock show proof of insurance and sign a hold harmless letter.
21. Any owner or guest using the dock area for fishing shall do it in such a way that it will not damage or touch any of the boats docked, and must clean after themselves in the dock area, or the unit owner will be charged.
22. Unit owners may display common area interior decorations on their own front doors not to exceed 3 inches wide, 6 inches high and 1 ½ inches deep.
23. Passenger elevators are for unit owners and their guests.
24. Condo fees must be paid on a quarterly basis in advance. Any payments received after 5:00 P.M. EST, on the 15th of the month would be deemed late. If the 15th falls on a weekend day (public holiday), then the due date would be the following business day by 5:00 P.M. EST. Any account not paid on time will be sent immediately to the attorney for lien and possible foreclosure. Approved on June 13, 2011.
25. The Association Office will start accepting credit cards for monthly maintenance payments. There is a variable service charge depending on the card from 1.84% for Visa, Mastercard, and Discover and 2.8% for American Express. This will be included in the payment if the unit owner pays by credit card. Approved on June 13, 2011.
26. Delinquent unit owners that own a second car are prohibited to park in the common areas. In addition, those units Delinquent monies due Association will be posted at the mail board. Approved November 2, 2011.
27. No unit owner will be permitted to alter the AC system as originally established in the building. The unit owner is ultimately responsible if the new AC is not properly installed and must correct the improper installation to the satisfaction of the Board of Directors and/or its assigned licensed engineer/advisor at the expense of the unit owner.
28. The unit owner is responsible for their share of any common areas where windows or doors are changed. The unit owner is ultimately responsible if the windows are not properly installed and must correct the improper installation to the satisfaction of the Board of Directors and/or its assigned licensed engineer/advisor at the expense of the unit owner.

VEHICULAR RULES

1. Only passenger automobiles, passenger vans, sport utility vehicles, and scooters may be parked overnight in the parking areas. All vehicles must be registered at the manager's office. Boats, buses, campers, trailers, trucks, pick-up trucks, motor homes, mobile homes and commercial vehicles shall not be parked on condominium property except for deliveries. Commercial vehicles mean any vehicle, showing commercial markings or signs that indicate a business.
2. Vehicle maintenance, repair or renovations are not permitted on condominium property. Maintenance shall include, but not be limited to changing of oil or other engine fluids. Cleaning of the interior and exterior of the vehicle, and checking fluid levels are permissible. Emergency repairs, such as a flat tire or charging a battery are allowed.
3. Unit owners are responsible for any vehicle that leaks oil, fuel, corrosive and toxic materials on the surface of the parking areas. Unit owners will be liable to reimburse the association for all costs incurred in the clean-up of the area.
4. When a unit owner is hosting an event that will bring more than ten (10) vehicles, the manager shall be notified, in writing. The unit owner will be assessed a \$25.00 an hour charge to cover the overtime of each additional valet needed to assure proper service to our guests and unit owners.
5. Keys for all vehicles parked in front of the building for any amount of time must be left in the security office whether the vehicle is parked by the valet service or anyone else including unit owners and their chauffeurs.
6. Any vehicle without current license and registration, or which cannot be functionally operated, may remain on the condominium property for no more than 72 hours.
7. The Board, or its agents shall have the authority to notify owners of vehicles in violation of 5660 Rules and Regulations, or to have the vehicle towed at the owner's expense.
8. To avoid accidents and ease the traffic flow, everyone driving a vehicle must use the proper entrance and exit driveways of the building. All cars must enter by the North entrance and exit by the South exit. Cars parked on the North parking lot must use the South exit ramp when leaving.
9. The Condominium Association shall not be responsible for personal property left in automobiles. The building is not insured for such loss.
10. Unit Owners are permitted to park own vehicle on condominium property.
11. Valet parking is provided for all unit owners and guests. Guests must use the valet service and may not park their vehicles anywhere on condominium property.
12. As a convenience to all residents, and to avoid the pile-up of cars at the front of the building, unit owners are requested to call for their cars as they leave their apartment and not before.
13. Unit owners who have more vehicles than assigned parking places will be charged at a rate of \$50.00 a month for each additional vehicle. Such charge is to be quarterly. This charge will be assessed when the vehicles are presented for more than 2 consecutive weeks.
14. Motorcycles may only be operated for deliveries. Scooters and Mopeds (under 50 cc's) must be parked in the designated area of the north parking lot. There is a room set aside for bicycles.

Amendment to rules and Regulations approved by the Board of Directors April 25, 2013
MODIFICATIONS, ALTERATIONS AND ADDITIONS RULES AND REGULATIONS

1. Before any construction may commence in any unit, the unit owner, or their agents must submit for review and approval to the Manager's Office a letter specifying all the works to be carry out, Date of commencement and completion, evidence of insurance naming 5660 Condominium Association Inc., as the beneficiary, and license of the State of Florida. The documents should be submitted three (3) to five (5) working days before the project starts.
2. Building permits as per regulations are required, and must correlate with the job description. All renovations must have buildings permits before work commences. Unit owners or their agents must submit all plans for hard floor coverings to the Association Management Office for review and approval. A soundproofing with an Ilc & STC, 52% or greater is required between the slab and the floor covering. Constructors are allowed to work inside the condominium units Monday through Friday from 9:00 AM to 5:00 PM. Work must stop by 4:30 PM., allowing time for the contractor to put away equipment in order to leave the premises not later of 5:00PM.
3. Copies of plans associated with the permit must be submitted to condominium management. The plans should be submitted three (3) to five (5) working days before the project starts.
4. The unit owner and his/her employee can not interrupt, alter, move or eliminate any water supply, stack, drain, or air conditioning water supply or return without prior written authorization. This may involve consultations with an engineer at the unit owner's expense.
5. There may not be any alteration or modification of any elements that are the responsibility of the Condominium Association, both interior and exterior structural, electrical, mechanical or plumbing.
6. All personnel are to obtain a pass from the office and will comply with the request for identification deposit during working hours (9:00 AM to 5:00 PM., Monday thru Friday. Not work is permitted during legal holidays).
7. All construction materials and waste is to be removed by the contractor and is the ultimate responsibility of the unit owner. The garbage chute is not to be used at anytime for construction debris removal.
8. Delivery of constructions materials (Mon- Fri. 9:00 AM to 4:30 PM) must be scheduled two (2) to three (3) before, to allow for elevator use. Condominium personnel are not permitted to assist with any construction materials, in the delivery or removal. Construction materials cannot be left in any common areas.
9. The condominium common areas are to be protected at all times including walls, ceilings, and floors. The carpet are to be protected with sheet plastic over which continuous, clean 1/8th (to ¼) in 4x8 sheets of masonite have been placed from the door of the apartments under demolition or construction to the service elevator. All protective materials are to be removed at day's end and replaced in the morning (by the owner's delegate).
10. The owner will submit a returnable \$ 1,000.00 deposit with the scope of work for any damages to the property. In the event the damages exceed this amount, the owner will be billed for the additional sums. Cleaning of the areas involved by the construction, including hallways and the elevator area, is required daily. Failure to comply will result in a charge at the rate of \$ 25.00 per hour, with a one hour minimum.

11. Only licensed and insured plumbers, electricians and contractors, including their sub-contractors, are permitted to work in this building. Also, the Condominium Association in certain situations, reserves the right to require minimal amounts of insurance coverage as well as being named as an additional insured. No work shall commence until these requirements are met.
12. All plumbing modifications and installations must have supply valves installed.
13. Non emergency involving the draining of waters lines to be scheduled for Tuesday through Thursday, 10:00 AM to 5:00 PM and not more frequently than every second week.
14. Plumbing repairs involving potential flooding/emergencies are to be done at any hour or day and escape most limitations.
15. Unit owners shall pay for draining the water lines due to the associated costs for which the unit owner will be responsible.
16. No water or refrigerant line, drain, stack, supply, or vent considered condo responsible may be moved, altered, modified or changed without submission to the condominium management of specific drawings and specifications. Consultations with appropriate expertise will be at the owner's expense. The work must first be approved in writing by the manager.
17. All workers and vendors are required to bring their own supplies and equipment including but not limited to hand trucks, dollies and shopping carts.
18. Smokes detectors in apartments must be covered during construction or painting any subsequent problems with the detectors will be billed to unit owners.
19. All automobiles must be registered at the management office.
20. Any work or renovations in a residential dwelling requires a Work Permits from the City of Miami Beach Building Department. Failure to comply can result in a fine being incurred and the postponement of the work. The permit must be displayed on the unit door and copy to the Management Office along with proof of license and insurance coverage of the contractor or supplier of services and materials.

I _____ owner of unit # _____

Hereby agree to comply with the above Rules & Regulations.

Owner's Signature _____ Date _____

Constructor's Signature _____ Date _____

Company Name _____ Date _____

License Number _____ Date _____

UNIT REPAIR RULES

1. On occasions, movers may need to work past 5:00 P.M. In these cases; the unit owner will be assessed a charge of \$25.00 per hour, to cover the costs of additional security personnel. The Office should be notified two (2) days before.
2. Owners must submit to management the following:
 - A. A written job description of work to be done and by whom. All contractors must be licensed in the State of Florida, and licensure is to be submitted to the condominium management for verification. Unlicensed plumbers and electrician, etc. are not permitted.
 - B. Building permits as per regulation are required and must correlate with job description. All renovations must have building permits.
 - C. Copies of plans associated with permit must be submitted to condominium management.
3. The unit owner and his/her employee cannot interrupt, alter, move or eliminate any water supply stack, drain or air-conditioning water supply or return, without prior written authorization. This may involve consultation with an engineer at the unit owner's expense.
4. All personnel (construction and/or renovation) are to obtain a pass from the office and will comply with the request for identification deposit during working hours (9:00 A.M to 5:00 P.M) Monday through Friday, excepting legal holidays.
5. All construction materials and waste shall be removed by the contractor and is the ultimate responsibility of the unit owner. The garbage chute is not to be any time to discard construction or renovation materials. If this has been done, the unit owners will be charged from \$50 to \$100 according to the size.
6. Delivery of construction materials (Monday through Friday 9:00 A.M to 4:30 P.M.) must be schedule to allow for elevator use. Condominium personnel are not permitted to assist with any construction materials; in the delivery or removal. Construction materials cannot be left in any common areas.
7. The condominium common areas are to be protected at all times including walls, ceilings, and floors. The carpet shall be protected with sheet plastic over which continuous, clean 1/8 th to 1/4 th in. sheets of masonite have been placed from the door of the apartment under renovation or construction to the service elevator. All protective materials are to be removed at day's end and replaced in the morning by the owner's delegate.
8. The owner shall submit a refundable \$1000.00 deposit for any damage to the property. In the event the damage exceeds this amount, the owner will be billed for the additional sum and payment shall be due in ten (10) days. The cleaning of the area involved by the construction will be at the rate of \$25.00 per hour with a one hour minimum, including hallways and elevators areas.
9. All plumbing modifications and installations must have supply valve installed.
10. Non emergency plumbing involving the draining of water lines is to be schedule for Tuesday through Thursday 10:00 A.M to 5:00 P.M, and not more frequently than every other week. Plumbing repairs involving potential flooding are to be done any hour or day and escape most limitations.
11. There will be a charge to the unit owner for draining the water lines due to the associated costs for which the owner shall be responsible to pay in advance of date of work.
12. No water or refrigerant line, drain, stack, supply, or vent considered condominium responsibility may be moved, altered or modified. Specific drawings and specifications

must also be submitted to the management. Consultations with the appropriate expertise will be at the unit owner's expense.

13. All workers and vendors are required to bring their own supplies and equipment including but not limited to hand trucks, dollies and shopping carts.
14. Smoke detectors in units must be covered during construction or painting and damage to the detectors will be billed to the unit owner.

BBQ Rules and Regulations

1. The BBQ Grill must be cleaned after used. If left in bad conditions, the unit owner will be fined for the amount of \$50
2. The security office will turn on the grill.
3. Remove the grill cover; push in the knob to turn the grill on. If you close the cover, do not allow the temperature to exceed 500 degrees.
4. The grill is not to be used by anyone under the age of 18.
5. The grill cover will be replaced by a member of our staff.
6. No glass allowed around the BBQ area

Maintenance charges

Per our Board of Directors meeting on November 3, 2009 below is a list of services for which the building provides:

1. Change ballast for florescent lights cost \$14.00
2. Change A/C Aqua Blocks for fan coil units cost \$50.00
3. Locks replacement cost \$177.00
4. New combinations cost \$15.00
5. A/C filters no charge
6. Toilet parts – Flapper costs \$5.00
7. Toilet parts – Pump costs \$20.00
8. Toilet parts – Handle costs \$15.00
9. Toilet parts – Flash Valve complete costs \$79.00
10. Light Bulb costs \$1.00
11. Copies \$0.50/ page
12. Faucet repairs when possible no charge (For original Faucets only)
13. Supply lines for toilets no charge
14. Anything to help Unit Owner not requiring more than 20 minutes no charge. After 20 minutes will be charge by maintenance on their own time.
15. Florescent light bulbs \$2.25/bulb
16. Clear A/C line that back up no charge
17. Unclog toilets no charge

Please note that any items that have a cost is the cost rounded off to the nearest dollar that the Association is charged for items and is subject to change without notice.

Services not performed:

1. Repair appliances of any kind.
2. Replace plumbing fixtures or light fixtures.

3. Move or rearrange furniture within apartments.
4. Repair any window treatments or drapery rods.
5. Repair personal items.
6. Replace any air conditioning parts within apartments.
7. Vacuum rugs, clean chandeliers, shampoo carpeting within apartments.

Parking Rules and Regulations

1. Delinquent unit owners that own a second car are prohibited to park in the common areas. In addition, those units behind will be posted at the mail board. Approved on November 2nd, 2011.
2. Optional Self-parking is available. Approved on March 25, 2011.

PARKING RULES & REGULATIONS
5660 COLLINS AVENUE
CONDOMINIUM, INC.

THERE WILL BE NO WARNINGS ISSUED. CARS PARKED IN VIOLATION WILL BE TOWED AT THE OWNERS RISK AND EXPENSE. VEHICLES DISPLAYING A 5660 condominium GRAY STICKER WILL BE CONSIDERED RESIDENTS. VEHICLES NOT DISPLAYING A 5660 CONCOMINIUM GRAY STICKER OR TEMPORARY PASS WILL BE CONSIDERED TRESPASSING AND WILL BE TOWED. THE FRONT DESK STAFF ARE NOT AUTHORIZED TO MAKE EXCEPTIONS. South Beach Towing address is 1349 Dade Blvd Miami Beach, FL 33139, Phone # 305-534-2128.

RESIDENT PARKING

All residents parking on the 5660 Condominium property must have a valid gray numbered parking decal displayed on their vehicle at all times.

All residents parking in the North or South Parking lots must display their assigned gray numbered parking decal at all times.

Decals are not transferable from one vehicle to another.

The gray numbered decal is assigned to the vehicle that is registered in the association office.

If you have a second vehicle on 5660 Condominium property, it also must be registered with the association office.

Any vehicle on 5660 condominium property not displaying any identification will be removed.

Only unit owners and valet are allowed to park residents or guest vehicles in the garage parking. Valet will park residents' vehicles in their designated parking spaces.

GUEST PARKING

Guest parking is on a strictly first come, first served basis.

All guests need a guest parking pass to Self Park on 5660 condominium property. Guests must obtain a parking pass from the security booth before entering the building. The parking pass will be valid for 8 hours only. If the guest pass is expired more than 8 hours the vehicle will be removed from the property. If you are having guest that will be staying more than 8 hours, that vehicle will be given a temporary pass for the length of time your guest will be on the property.

THE PARKING PASS MUST BE VISIBLE ON THE FRONT DASH OF THE VEHICLE AT ALL TIMES THE VEHICLE IS ON THE PROPERTY.

PROHIBITED VEHICLES

UNDER NO CIRCUMSTANCES SHALL ANY UNREGISTERED VEHICLE OR A VEHICLE NOT DISPLAYING EVIDENCE OF CURRENT REGISTRATION BE KEPT IN ANY PARKING SPACE OWNED BY 5660 CONDOMINIUM. ANY SUCH VEHICLE WILL BE TOWED AT THE OWNER'S EXPENSE

VEHICLES IN VIOLATION OF THESE RULES WILL BE SUBJECT TO IMMEDIATE TOWING AT THE OWNER'S EXPENSE OR TO THE ISSUANCE OF TRESPASS SUMMONS FROM THE Miami Beach POLICE DEPARTMENT. MANAGEMENT IS NOT REQUIRED TO ISSUE WARNING NOTICES.

CREATED 07-15-2010

UNIT # _____ UNIT OWNER SIGNATURE _____

POOL RULES & REGULATIONS
5660 COLLINS AVENUE
CONDOMINIUM, INC.

1. All Bathers Must Shower Before Entering Pool.
2. People who appear to be afflicted with cuts, skin disease, communicable diseases, colds, fever, infection or other physical ailments are prohibited from entering the water.
3. All tables must be 12 FT. from the pool.
4. No food is allowed within 12 FT. of the pool.
5. Bottles, glass and other hazardous objects are prohibited within the pool area or bathroom facilities.
6. All trash is to be disposed of in the containers located around.
7. Pets must be leashed and are prohibited from being less than 50 FT. from the pool.
8. Any items left on the pool deck after owners and guests leave will be disposed of.
9. Small toys and items left in the pool that get caught in the filtration system will result in a charge to the responsible owner for any and all damage to the system.
10. Any unit owner and their occupants/guests that cause any substance to enter the swimming pool that requires the cleaning and/or emptying of the pool shall be responsible to pay the cost of remedying the situation.
11. Do not swallow the pool water.
12. No diving is permitted into the shallow area of the pool.
13. The Restroom is available for all pool users inside the fitness center. Pool users should access through the lateral doors, not from the inside of the gym.
14. Children under 12 years of age must be accompanied by an adult.
15. Pool hours: 24/7 for all unit owners and guests. In consideration of your neighbors during night time, pool users must avoid disturbances.
16. The pool will close during any severe or dangerous weather conditions.

Each owner will comply with and abide all rules and regulations hereafter adopted periodically by the Board of Directors.

These Rules and Regulations were established to maintain the comity and well being of fiftysixsixty. Anyone in violation of these Rules and Regulations can expect a monetary penalty determined by a committee of their peers.

**RELEASE, INDEMNIFICATION AND HOLD HARMLESS
AGREEMENT IN CONNECTION WITH THE USE OF
COMMON ELEMENTS OF 5660 COLLINS AVE.
CONDOMINIUM, INC.**

WHEREAS, the Undersigned is/are the owner(s) of Condominium Unit ____ of 5660 COLLINS AVENUE CONDOMINIUM (hereinafter the "Condominium"); and
WHEREAS, 5660 COLLINS AVE. CONDOMINIUM, INC., (the "Association") is the entity responsible for the operation, maintenance and management of the Condominium; and
WHEREAS, the Undersigned wishes to utilize common element docks of the Condominium to moor a vessel registered under the name of _____ with Registration No. _____, which expires on _____, which vessel is located on # ____ at 5660 COLLINS AVE. CONDOMINIUM, INC.

WHEREAS, the Association has agreed to such use to the extent that the Undersigned executes this Release, Indemnification and Hold Harmless Agreement (the "Agreement").

NOW THEREFORE, for Ten (\$10.00) Dollars and other good and valuable consideration including, but not limited to the terms hereof, the receipt and adequacy of which is hereby acknowledged, the parties here to agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. The Association agrees to allow the utilization of the common element docks for the mooring of the above-described vessel and for that purpose.

3. The Undersigned acknowledges that the use of common elements as described herein is without warranty by the Association of the fitness of the common elements for the particular use, for the security of the facilities described or in any other way whatsoever and that the Undersigned accepts all risks associated with such use.

4. The Undersigned, for the consideration set forth above (and if more than one Undersigned, jointly and severally), to the fullest extent permitted by law, release, indemnify and hold harmless the Association, its officers, directors, agents, employees and members from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the above-described use. Such release, indemnification and hold harmless agreement shall not be limited in any way and shall also include claims, damages, losses and expenses which arise as a result of the negligence in whole or in part of the Association, its officers, directors, agents, employees or members. The Undersigned agrees that the consideration provided for in this Agreement is reasonable and adequate for the purpose of this Agreement to release, indemnify and hold harmless.

5. The Undersigned further acknowledges the limited amount of space for mooring of vessels by owners of Condominium Units and agrees that the authorized use shall only be for such period or periods as determined in the sole discretion of the Board of Directors, which period may be terminated at any time by written notice to the Undersigned, for the purpose of allowing other owners, or their tenants or guests, to utilize the facilities, for the purpose of maintenance, repair and replacement of for any other purpose whatsoever.

5. Undersigned agrees that use of the common element docks shall be in compliance with the Rules and Regulations of the Association approved on December 7, 2009 #20: Unit owners whose boats are present for more than two (2) consecutive weeks will be charged at a rate of \$1.50 per foot per month, to be billed quarterly, for use of water and electricity. If the boat is equipped with air conditioning that it kept running while the boat is dockside, an additional

monthly charge will be \$2.50 per foot per month. At the Board of Directors meeting on November 26, 2002, previous Rule #44 was amended to have unit owners who have boats docked at the condominium's dock show proof of insurance and sign a hold harmless letter. As amended from time to time and any restrictions imposed by the State of Florida under Submerged Land Lease governing authority having jurisdiction over the facilities.

6. Should it be necessary for the Association to take legal action to enforce any of the terms of this Agreement, the Undersigned (and if more than one Undersigned, jointly and severally) shall be responsible for reasonable attorney's fees and costs incurred by the Association.

7. Should the Association incur any expense whatsoever in connection with the above-described use, or as a result of any claim, or for attorney's fees in connection therewith, then any such sum which remains unpaid for more than thirty (30) days following written demand upon the Undersigned shall constitute a claim equal in right and dignity to a claim for unpaid condominium assessments and will entitle the Association to file a Claim of Lien and foreclose the Claim of Lien in accordance with Section 718.116, Florida Statutes, as same may be amended and renumbered from time to time.

8. The undersigned should submit to the Association Office the insurance which covers any and all damage or other claims caused by the boat.

9. This Agreement shall continue in full force and effect from the date it is first signed and shall be binding on the Association, the Undersigned, their heirs, executors, administrators, successors and assigns.

This Agreement was executed this ___ day of _____, 20__.

Signature: _____

Print Name here: _____

**ACCEPTED AND AGREED BY:
5660 COLLINS AVE. CONDOMINIUM, INC.**

By: _____

Print Name Here: _____

Title: _____