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fiftysixsixty

COLLINS AVENUE
CONDOMINIUM, INC.

MIAMI BEACH, FLORIDA 33140

Rules and Regulations

Revision approved by the Board of Directors November 30, 2022

The following Rules and Regulations supplement those contained in the Declaration of the Condominium for Fiftysixsixty Collins Condominium Inc. They are applicable to all occupants, guests of Units and Unit Owners as well.

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 either in writing or by phone. Building employees are not permitted to render any service to a unit owner's apartment during working hours without a work order from 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 in the condominium units without consent of the Board.
5. 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.
6. No hurricane shutters, except the type approved by the Board of Directors (Vertical Accordion), maybe permanently and/or temporarily installed.
7. Unit owners are responsible to timely inspect their hurricane shutters, windows and sliding doors to ensure that they are working properly. Maintenance and repairs is responsibility of the unit owner. (Approved on 10/01/15)
8. Unit owners are responsible to secure or remove furniture's, plants, planters or any other personal property placed on balconies, or common areas during the hurricane season or storm. (Approved on 10/01/15)
9. Unit owner is responsible to timely secure or remove their boat during the hurricane season or storm. (Approved on 10/01/15)
10. Employees of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties. (Please see employee duties on page 4) (Approved on 10/01/15)
11. 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.
12. All trash, excluding boxes, bottles, glass, must be packed tightly in plastic bags before disposing of it down the chute. All cartons, boxes, newspapers, bottles, glass are to be placed in the service area in recycling 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.

13. In compliance with Dade County's Recycling Ordinance, please recycle and use the appropriate recycling containers located in the service area (Approved on 10/01/15)
14. No flammable items can be stored in the storage room located in the garage level. (Approved on 10/01/15)
15. Unit owners may have a home office; however, they are restricted from having commercial foot traffic.
16. Complaints about any actions of building employees must be given to the Association Office and 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. All complaints can be made by email or written letter. (Approved on 10/01/15)
17. Unit owners and their guests wearing bathing attire, robes, etc., shall use the back entrances or pool entrance to the building and the service elevator only.
18. Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children. Playing shall not be permitted in any of the hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated. (Approved on 10/01/15)
19. Passenger elevators are for unit owners and their guests only.
20. 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 Saturday, Sunday or a 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 foreclosure. Approved on June 13, 2011.
21. The Association Office will start accepting credit cards for monthly maintenance payments. There is a variable service charge depending on the card from 4% for Visa, MasterCard, Discover and American Express. This will be included in the payment if the unit owner pays by credit card. Approved on June 13, 2011. Modification of percentage increased and approved on 10/01/15.
22. Delinquent unit owners that own a second car are prohibited to park in the common areas. In addition, those Units with delinquent monies due to the Association will be posted at the mail board. Approved November 2, 2011.
23. 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.
24. The unit owner is responsible for their share of any common areas where unit 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.
25. All dry-cleaning and/or laundry must be placed in a color-coded laundry bag when it is left at the front desk by the resident. The color-coded bag will be supplied by your laundry service provider.
26. All laundry bags shall have the residents name, unit number and be labeled with the laundry service company name attached.

27. The front desk staff is not responsible to hold any payments for the laundry service.
28. Every Unit Owner, occupant and guest shall comply with the Rules and Regulations as set forth herein, 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 (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due damages, as action for injunctive relief, and any combination of such actions. (Approved on 10/01/15)

GRATUITIES RULES & REGULATIONS

1. Tipping is not required
2. Valets, Front Desk, Maintenance and Porters staff are not allowed to solicit tips.
3. Valets, Front Desk, Maintenance and Porters staff are permitted to accept tips from unit owners and/or guests if offered to them. This tipping is an indication of appreciation from their work and exceptional service to you and your guests.
4. Valets are permitted to accept tips for grocery or package deliveries.

Motion: Approved on 10/01/15

GROCERIES AND PACKAGE DELIVERIES POLICY

1. No shopping carts are allowed in the passenger elevator.
2. No grocery or other delivery done thru the passenger elevator or main lobby.
3. Unloading groceries from the main driveway is prohibited.
4. Groceries can be taken through the service area or garage level using the service elevator.
5. Valet can assist you with the groceries taking your car to the garage level and taking the groceries to your unit.
6. Residents must understand that the delivery of groceries and packages to the resident's apartment is done when valet is available. Parking and obtaining cars and keeping the ramp clear are given priority over deliveries. Therefore, if a resident has perishables, the resident should plan to segregate those items and carry them.
7. All packages for unit owners are handled by the front desk staff.
8. Unit owners will be able to receive e-mail and/or text message notifications when packages are received for your unit. Unit owners will need to register which e-mail addresses and text message phone number you would like to use. You may add multiple e-mail addresses and / or phone numbers to be notified and may unsubscribe at any time.
9. A phone call will be placed to the resident if they are not registered for the automatic notification system.
10. A phone call will be placed to the resident to remind them to pick up the package or to coordinate the delivery to their unit.

Motion: Approved on 10/01/15

HOW TO REGISTER FOR BUILDING LINK

BuildingLink, a new Internet based service, for the residents of Fiftysixsixty Collins Avenue Condominium. Through this web service, you can submit repair requests, read management notices and building documents, receive package notifications via email or text message, and much more.

To login and begin to use BuildingLink open your internet browser and go to [Http://www.5660collinsresidents.com](http://www.5660collinsresidents.com) and login using your username and password.

(We will provide you with a username and password generated by the program)

Once you have logged in, you can access the edit profile tab to change your password or to change any of the preferences that control how BuildingLink will work for you (emergency instructions, email notification preferences, etc.) Make sure that your correct email address is stored for you so that you can be reached successfully through the system.

iPhone and Android users can download the BuildingLink app, so you will always have these services at your fingertips.

If you need help using the website or wish to submit a question to BuildingLink, log in and click on the "HELP" button at the top of your screen. (For questions regarding your property that are not related to the website, please contact your property manager).

PET RULES & REGULATIONS

To Enforce: By-Laws of Fiftysixsixty Collins Avenue Condominium Inc. - Article X – House Rules (G)

1. Pets must be leashed at all the times in the Common Areas and Condominium Property.
2. All pets to enter and exit the building must be transported via the service elevator through the service area.
3. All pets being transported to and from the unit in the passenger elevators must be hand carried
4. Any pet that cannot be hand carried must be transported via the service elevator.
5. All pets to enter and exit the building through the main lobby must be hand carried.
6. Pet owners must pick up all solid wastes of their pet and dispose of such wastes appropriately.
7. Pet owners are responsible for cleaning up pet's accidents on common areas of the building.

Motion: Approved on 10/01/15

BICYCLE ROOM RULES & REGULATIONS

1. Every bike must be registered and have a bike permit sticker on it.
2. Bicycles are not to be left anywhere within sight of the front entrance of the building nor in the Valet booth/Front desk and/or resident hallways.
3. Bicycles are not to be driven through the common area of the building.
4. The Association assumes no liability or responsibility for the storage of bicycles and related items.
5. Bicycle Room is available to residents twenty-four (24) hours per day.
6. An adult must accompany any child under the age of twelve (12) to the bicycle room.
7. Only bicycles shall be stored in the bicycle room.
8. All bicycles must be in good condition.
9. Bicycles are to be transported in/out through the service area and service elevator only.
10. The form below must be submitted to the office and receive your bike permit sticker.

Motion: Approved on 10/01/15

VEHICULAR RULES

1. Only passenger automobiles, passenger vans, sport utility vehicles, and scooters may be parked overnight in the parking areas.
2. 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) meaning any vehicle, showing commercial markings or signs that indicate a business or any large or oversize vehicle.
3. 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.
4. 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.
5. 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.
6. Keys for all vehicles parked at the driveway 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.

7. Vehicles parked at the driveway for any amount of time not leaving the key at the security office, the vehicle will be towed at unit owner's expense. Approved on 10/01/15
8. 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.
9. The Board, or its agents shall have the authority to notify owners of vehicles in violation of Fiftysixsixty Rules and Regulations, or to have the vehicle towed at the owner's expense.
10. To avoid accidents on Collins Avenue 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.
11. The Condominium Association shall not be responsible for personal property left in automobiles. The building is not insured for such loss.
12. Unit Owners are permitted to park own vehicle on condominium property.
13. 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.
14. 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.
15. There is a twenty (20) minute limit to park cars on the ramp, after the unit owner requested for their car. After twenty (20) minutes, the cars will be returned to the garage. Approved on 10/01/15
16. 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.
17. 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.
18. Cars/Keys will NOT BE RELEASED TO ANYONE (other than the owner) without previous written authorization. Approved on 10/01/15

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.
3. **Resident Parking**
 - Vehicles displaying a Fiftysixsixty Condominium gray sticker will be considered residents
 - All residents parking on the Fiftysixsixty 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 Fiftysixsixty Condominium property, it also must be registered with the association office.

- Any vehicle on Fiftysixsixty 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.
- South parking lot is for residents ONLY.

4. **Guest Parking**

- Guest parking is on a strictly first come, first served basis.
- All guests need a guest parking pass to Self-Park on Fiftysixsixty 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

5. **Prohibited Vehicles**

- Under no circumstances shall any unregistered vehicle or a vehicle not displaying evidence of current registration be kept in any parking space owner by 5660 Condominium. Any such vehicle will be towed at the owner's expense.
- No large or oversize vehicle is permitted to park on Fiftysixsixty Collins Ave Condominium property
- Vehicles not displaying a Fiftysixsixty Condominium 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
- Cars parked in violation will be towed at the owner's risk and expense; there will be no warnings issued.

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.

BULL & BEAR ROOM RULES & REGULATIONS

1. The Bull & Bear Room is available to all unit owners.
2. Whenever the Bull and Bear Room needs to be utilized, should be notified to the Association office in advance of the date needed to avoid overlap.
3. No smoking allowed in this room.

Motion: Approved on 10/01/15

BILLIARD AND LIBRARY ROOM RULES & REGULATIONS

1. No one under the age of 16 will be permitted to use the Billiard Room, unless is continuously supervised by a responsible adult in order to use the billiard supplies (pool cues, balls, etc.) (Approved on 10/01/15)
2. Billiard supplies are to be picked up and returned to the front desk location in the main lobby.
3. Front desk staff will sign out supplies to the responsible adult.
4. Unit owner(s) and/or resident(s) signing for equipment will be responsible for reimbursing the Association for any damages and/or replacement if the equipment, furniture and/or supplies, caused by them and/or their guests.
5. Front desk staff will inspect the room for damage when supplies are returned to the front desk.
6. All guests must be accompanied by a resident.
7. Smoking is not permitted in the billiard room.
8. The circulating library is available to all unit owners.
9. Books can be donated to the collection.

Motion: Approved on 10/01/15

CARD ROOM RULES & REGULATIONS

1. The card room is available to all unit owners at no charge.
2. Whenever the Card Room is used for a private party the manager should be notified in advance of the date needed to avoid overlap. (Provide the application for personal use of party room by unit owner)
3. The unit owner and/or resident will be responsible for reimbursing the Association for any damages and/or replacement or furnishings and supplies, caused by them and/or their guests. Motion: Approved on 10/01/15
4. The unit owner and/or resident is responsible for the clean-up of the card room after use.
5. A refundable deposit of \$100.00 must be paid. The \$100 will be returned only if the room has been cleaned and restored. Approved on 10/01/15
6. If the room hasn't been restored a fifty \$50.00 restore/set-up fee will be charged to the unit owner. Approved on 10/01/15
7. Smoking is not permitted in the card room. Approved on 10/01/15
8. Children under the age of sixteen (16) must be accompanied and continuously supervised by a responsible adult. Approved on 10/01/15
9. No chairs or tables shall be removed from the card rooms, unless authorized by the Association Office. Approved on 10/01/15
10. The Association staff can be hire directly with them for special event in their own time (non-working hours). The Association is not responsible for the staff after working hours. Approved on 10/01/15

11. If you are utilizing an outside vendor, a separate form/agreement needs to be completed by the owner and vendor. Insurance of liability needs to be provide by the vendor. Approved on 10/01/15
12. The Association reserve the right to refuse a vendor based on a prior history. Approved on 10/01/15

GYM RULES & REGULATIONS

1. The exercise and Sauna Rooms are for the use for unit owners and their guests. No one under the age of 16 will be permitted the use of the Exercise Room. February 17, 2015
2. The risk and responsibility for the use of the exercise equipment lies with the unit owner. Approved on February 17, 2015
3. No one should undertake an exercise program without consulting his/her physician.
4. Anyone removing the "remote control" units to the two TV's in the gym will be charged \$200.00 for replacement.
5. Use facilities and equipment at your own risk. Approved on 10/01/15
6. Proper fitness attire is required. No boots, street shoes, sandals or bare feet. Approved on 10/01/15
7. Report any damaged equipment to the Association Office immediately. DO NOT USE. Approved on 10/01/15
8. Please return all equipment to its place and wipe down machines after use. Approved on 10/01/15

BBQ RULES AND REGULATIONS

1. For insurance requirements, the grills will be kept locked, and can be opened by the front desk staff on duty. Approved on 10/01/15
2. The BBQ Grill must be cleaned after use. If left in unusable conditions, the unit owner will be charged a cleaning fee in the amount of \$50.
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 16.
5. Parties of fifteen (15) or more people require a reservation through the Association Office on a non-exclusive basis. Approved on 10/01/15
6. No glass allowed around the BBQ area.
7. Residents should inform to the Front Desk staff when finished with the grills so that the grills can be locked. Approved on 10/01/15

POOL RULES & REGULATIONS

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.

1. All bathers must shower before entering the 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 12Ft. from the pool.
4. No food is allowed within 12Ft. 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 the pool area.
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. Toys and any other personal property 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 units' 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.

To avoid overcrowding in the pool area, if more than ten (10) guests including unit owners are expected, notified five (5) days in advance in writing to the Association office.

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 wellbeing of Fiftysixsixty. Anyone in violation of these Rules and Regulations can expect a monetary penalty determined by a committee of their peers.

MARINA / DOCK AREA RULES & REGULATIONS

1. 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. The use of the Marina/Dock shall comport to the terms and provisions of the Association's Governing Documents and the Association's Boat Slip License and Release Agreement (the "Boat Slip License Agreement"), all as amended from time to time, and any restrictions imposed by the State of Florida under Submerged Land Lease and by the applicable governing authority having jurisdiction over the facilities.
2. The Boat Slip License Agreement adopted by the Board of Directors at a duly noticed meeting of the Board shall be attached hereto and fully incorporated into these Rules and Regulations.
3. Any owner or guest using the dock area for fishing shall do so in such a way that will not damage or touch any of the boats docked, any owner or guest using the dock area for fishing must clean after themselves Failure to clean up after use may result in liability to the Unit Owner for costs incurred by the Association to perform the cleaning.

MOTION: APPROVED ON NOVEMBER 30, 2022

**FIFTY SIX SIXTY COLLINS AVE. CONDOMINIUM, INC.
BOAT SLIP LICENSE AGREEMENT AND RELEASE**

THIS BOAT SLIP LICENSE AGREEMENT AND RELEASE, is entered on the below provided date between FIFTY SIX SIXTY COLLINS AVE. CONDOMINIUM, INC., (the "Association" or "Licensor") and _____, Owner of Unit _____, (hereinafter the "OWNER" or "Licensee") (collectively the "Parties"):

WHEREAS, the ASSOCIATION is the entity responsible for the operation, maintenance and management of the Condominium including the Common Elements and Association Property; and

WHEREAS, the OWNER, wishes to utilize the Association's Common Element dock (a/k/a "Wet Slip" or "Boat Slip") with Boat Slip # _____ located at the Condominium Association to moor a vessel registered under the name _____ with Registration No. _____, and which expires on _____ (the "Primary Vessel");

WHEREAS, the Association has agreed to allow such use and license to the OWNER, subject to OWNER'S execution of this Boat Slip License Agreement and Release, (the "Agreement").

NOW THEREFORE, for _____ 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. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **TERM.** The Association agrees grant this revocable license to OWNER to allow the OWNER'S use of the Common Element Docks for the mooring of the above-described vessel for a period of: Six (6) years from the date this Agreement is signed for the OWNER'S Primary Vessel; and/or month to month from the date this Agreement is signed for the same OWNER'S Secondary Vessel. This License Agreement, for the OWNER'S primary vessel shall be renewable for an additional term of six (6) year, only if there is no waiting list for license of the Marina Wet Slips. OWNER must apply for a license renewal six (6) months prior to the existing license. Absent renewal between the OWNER and the Association, the OWNER acknowledges and agrees that OWNER shall be required to vacate the Boat Slip upon expiration of the Term.

Primary Vessel Registration # _____

Secondary Vessel Registration # _____

OWNER understands that the license for Boat Slips shall be determined on a "first come first serve" basis. It is understood that the Secondary Vessel shall only be approved for license in the event that there is no waiting list for a Primary Vessel Wet Slip. Secondary Vessel licenses are subject to cancellation when a new Owner wishes to sign a Primary Vessel license and no vacant slips are available. To be eligible to enter this License OWNER, shall be an owner of record of a unit at Fifty Six Sixty Collins Ave. Condominium Association, Inc. If Owner's vessel is registered to a corporation or LLC, Owner must own all the stock in said corporation or LLC.

3. **CONDITIONS OF LICENSE/CONSIDERATION AMOUNT.** This License shall be conditioned on OWNER'S satisfaction of monthly payment to the Association in the amount of _____ ("Monthly Payment"). Such payment for Boat Slip License shall be calculated at no less than \$14.00 per foot, per month ("Base Rate"). The Monthly Payment may be increased or decreased upon vote of a majority of the Board of Directors. Unless the Base Rate is increased or decreased by the Board of Directors, Monthly Payments due to the Association shall be increased as of February 1st of each year and shall be equal to the percentage increase in the Consumer Price Index (CPI) for the previous year
4. **LIMITED LICENSE WITHOUT A VESSEL** OWNER shall be authorized to enter into this License Agreement for use of a Boat Slip, without having a vessel for a period of Three (3) months in order to allow OWNER sufficient time to purchase said vessel and transfer the same to the Boat Slip located at the ASSOCIATION. The OWNER acknowledges that the Monthly Rate for holding a Boat Slip under such circumstances will be based upon the calculation of License for the same Boat Slip with a twenty-five (25) foot Vessel. Once the Vessel is obtained and docked onto the intended Boat Slip by the Owner, the OWNER and ASSOCIATION shall enter into a License Addendum for accurate accounting of the actual Vessel of the OWNER. OWNER acknowledges and agrees that the Boat Slip shall be used for recreational purposes only and that no commercial, charter or other use may be made of the Boat Slip other than for recreation and personal use. This provision shall be subject to variation by the written agreement of three (3) Members of the Board of Directors for the ASSOCIATION.
5. **ABANDONMENT.** Once occupied in the event OWNER vacates the Boat Slip for a period of four (4) months or longer, the OWNER will be deemed to have abandoned any interest in the Boat Slip and this License Agreement shall be deemed terminated. Upon termination the ASSOCIATION shall be entitled to license the Subject Boat Slip to another owner with no liability to the ASSOCIATION. *This provision shall be subject to variation by the written agreement of three (3) Members of the Board of Directors for the ASSOCIATION.*
6. **NO WARRANTIES.** The OWNER acknowledges that the use of Common Elements and Boat Slips 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 herein, or in any other way whatsoever and that the OWNER accepts all risks associated with such use.
7. **RELEASE, INDEMNITY, AND WAIVER OF LIABILITY.** The OWNER, for the consideration set forth above (and if more than one OWNER, 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 OWNER 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.
8. **TERMINATION.** The OWNER 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 OWNER, for the purpose of maintenance, repair and replacement or for any other purpose whatsoever. Failure to so comply shall authorize the ASSOCIATION to have the vessel removed within 30 days from the site at the expense of the OWNER, unless this License Agreement is modified by a majority of the Board of Directors.
9. **COMPLIANCE WITH GOVERNING DOCUMENTS.** OWNER agrees that use of the Boat Slip and Common Element Marina shall be in compliance with the Declaration of Condominium, Bylaws, Articles of Incorporation, Rules and Regulations and Boat Slip Rules and Regulations, as may be amended from time to time, and the Submerged Land Lease and any addenda to the same, entered by the Association. Failure to

comply with the same shall be deemed a violation by the OWNER and shall give rise to additional enforcement action by the Association and fines.

10. **OWNERSHIP AND TRANSFER OF SUBMERGED LAND/ DOCKS.** OWNER understands and agrees that the ASSOCIATION has no ownership interest in the Submerged Land that is the subject of the Submerged Land Lease rather than the ASSOCIATION is under a lease for the same. OWNER shall have no right to transfer, hypothecate or alienate his use rights in the Boat Slip to another party. This License may not be assigned; in the event the OWNER subsequently transfers his rights to use said Boat Slip to another party without the ASSOCIATION'S written consent, such transfer shall be deemed to be void.
11. **PROHIBITION AGAINST LIVEBOARDS.** OWNER acknowledges and agrees that no Liveboard vessel shall be allowed to be moored temporarily or otherwise. OWNER agrees that he/she/it shall not be allowed to live in the vessel at any time while moored at the Association.
12. **PROHIBITION ON USE OF ELECTRICITY FOR AIR-CONDITIONING.** Any vessels with air-conditioning capabilities shall not be allowed to run the air-conditioning while the vessel is moored to the marina and otherwise utilizing the Marina's electricity except for the purpose of testing, maintenance and repair.
13. **PROHIBITION AGAINST HYDROLIFTS.** OWNER acknowledges, agrees and understands that no hydro lifts or hydro lift equipment shall be allowed on the Common Element Marina. The only equipment permitted shall be jet-dock type platforms.
14. **PERSONAL PROPERTY ITEMS.** No personal property items shall be stored on the marina.
15. **RIGHT OF REMOVAL.** If the License is cancelled or expired, and Owner does not remove his vessel in the timeframe so ordered, Owner gives express permission for the Board to order the removal and storage of the boat at Owner's expense.
16. **ATTORNEYS' FEES.** Should it be necessary for the ASSOCIATION to take legal action to enforce any of the terms of this Agreement, the OWNER (and if more than one OWNER, jointly and severally) shall be responsible for reasonable attorney's fees and costs incurred by the ASSOCIATION, including but not limited to pre-suit attorneys' fees and appellate attorneys' fees.
17. **LIEN FOR NON-PAYMENT.** 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 OWNER 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.
18. **INSURANCE.** The OWNER shall be required to furnish Certificates of Insurance for the vessel prior to mooring the vessel. Owner shall be required to keep current all insurance for the vessel moored at the Common Element Marina, and shall submit to the Association Office the insurance which covers any and all damage or other claims caused by or related to the Vessel including coverage for harmful chemical or sewage spillage. Said insurance coverage shall be renewed every year by the OWNER. Fifty Six Sixty Collins Avenue Condominium, Inc., shall be named as an additional insured on all said policy(ies) of insurance.
19. **BINDING EFFECT.** This Agreement shall continue in full force and effect from the date it is first signed and shall be binding on the ASSOCIATION, the OWNER, their heirs, executors, administrators, successors and assigns. In the event the OWNER sells his Unit prior to expiration of this License, OWNER'S use rights under this License Agreement shall cease to exist.
20. **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the terms contained in this Agreement or in each particular section.

21. **EXECUTION BY ASSOCIATION.** To be effective this License Agreement must be signed by at least three (3) members of the Board of Directors.

Vessel Information:

Year: ____ Builder: ____ Model: _____ Registration: _____ -

Length: _____

Beam: _____

[Additional Text and Signatures Appear on Following Page]

IN WITNESS WHEREOF the undersigned have executed this Addendum this _____ day of _____, 20____,

OWNER

Print Name: _____
Date: _____

**FIFTY SIX SIXTY COLLINS AVE.
CONDOMINIUM, INC.**

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

RULES AND REGULATIONS FOR MODIFICATIONS, ALTERATIONS AND ADDITION

1. Before any construction may commence in any unit, the unit owner, or their agents must submit:
 - a) A written job description of work to be done inside the unit, including the name of the licensed contractor or company, the date of commencement and completion. All this information needs to be reviewed and approved by the Association Office.
 - b) 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.
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 LLC & 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 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 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. No 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 or garbage containers are not to be used at any time 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. If this has been done, the unit owner will be charged from \$50 to \$100, according to the size.
9. The condominium common areas need to be protected at all times, including walls, ceilings, and floors. The carpet needs to be protected with a Non-Slip Clear film with adhesive backing, resistant to punctures and tears, easy to remove with no residue on the carpet; which needs to be continuously cleaned; a protection floor needs to be placed at the front door of the apartments under demolition or construction and also in the service elevator area. All protective materials are to be removed at the end of the week or when it is necessary (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 control valves installed with a proper access panel for emergencies.
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 association 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 _____

REGULATIONS FOR MOVERS

Unit # _____

IT IS THE RESPONSIBILITY OF THE UNIT OWNER TO SEE THAT THEIR MOVERS ARE MADE AWARE OF THESE REGULATIONS AND THAT THEY ARE ADHERED TO:

1. For security reasons, the office must be notified in advance if you anticipate moving into or out of your unit.
2. Moving hours are from 9:00 a.m. to 4:00 p.m., Monday thru Friday. Weekend and holiday moves are not allowed.
3. Upon arrival at Fiftysixsixty Collins Avenue Condominium, the moving van driver must sign-in with office at the service entrance.
4. All deliveries and pick-ups must be made at curbside on Collins Avenue. The delivery will then be made through the service entrance and via the service elevator only. **THE SERVICE ELEVATOR MAY NOT BE TIED UP INDEFINITELY AS, VERY OFTEN, THERE ARE OTHER SERVICE PERSONNEL USING THE ELEVATOR.**
5. A move may not begin after 3:00 p.m., and must be finished by 4:00 p.m., you must stop the move, leave the premises and return when next date for a move is available. **MAKE SURE YOU HAVE BROUGHT ADEQUATE HELP SO THAT WE ARE ASSURED THAT YOU WILL COMPLETE THE MOVE & BE OUT OF THE BUILDING BY 5:00 P.M. FAILURE TO LEAVE THE BUILDING BY 5:00 P.M. WILL RESULT IN A CHARGE TO THE UNIT OWNER.**
6. All cartons, trash, packing material, etc. **MUST BE REMOVED** from Fiftysixsixty Collins Avenue Condominium property. Under no circumstances, are appliances, furniture, trash, etc., to be left in the corridors, service areas, trash rooms, elevators and/or any part of Fiftysixsixty Collins Avenue property. **NONE OF THE ABOVE-MENTIONED OBJECTS ARE TO BE THROWN DOWN THE TRASH CHUTE.**
7. Extreme care will be taken not to mar, damage, destroy or deface the elevator, wallpaper, carpeting, marble or any part of the building. **THERE WILL BE A FEE CHARGED TO THE UNIT OWNER FOR ANY DAMAGE TO FIFTYSIXSIXTY COLLINS AVENUE CONDOMINIUM PROPERTY.**

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

MOVER: _____ MOVING DATE: _____

COMPANY: _____ DATE: _____

CERTIFICATE OF LIABILITY OF INSURANCE

FOR ALL CONTRACTOR AND SERVICE COMPANIES WORKING IN THE
UNITS, IT IS REQUIRED THAT THE INSURANCE CERTIFICATE MUST NAME
FIFTYSIXSIXTY COLLINS AVENUE CONDOMINIUM, INC AS ADDITIONALLY
INSURED UNDER GENERAL LIABILITY

1. ONE COPY CERTIFICATE HOLDER:
FIFTYSIXSIXTY COLLINS AVENUE CONDOMINIUM, INC
5660 COLLINS AVENUE
MIAMI BEACH, FL 33140
2. WORKMAN'S COMPESATION OR EXEMPTION
3. COPY BUSINESS/OCCUPATIONAL LICINSE

FAX TO: 305.861.3930

EMAIL: JOHANNA@5660CONDO.COM/PAULAMENDEZ@5660CONDO.COM

Additional information

SERVICES PERFORMED WITHIN APARTMENTS:

All materials needed to preformed the services is at owner's expense

1. Replace fluorescent bulbs. (All bulbs at owner's expense.)
2. Clean air conditioning filters.
3. Replace toilet seats and toilet parts at owner's expense.
4. Repair minor plumbing: *Leaking faucets, toilets, showers and similar repairs that do not require opening of walls, ceilings or floors.
5. Repair push button locks and changing of combinations on front doors.
6. Replace wall switches at owner's expense.
7. Exterminate upon request.
8. Caulking around sinks, tubs, etc. at owner's expense.

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. Vacuum rugs, clean chandeliers, shampoo carpeting within apartments.

APPLICATION FOR PERSONAL USE OF PARTY ROOM BY UNIT OWNER

DATE: _____

NAME: _____

UNIT #: _____

TELEPHONE # : _____

This agreement is my request to use the Fifty Six Sixty Collins Avenue Condominium Inc.

Party Room for social function

Barbeque Area & Grill

East pool deck for a Social Function

North pool deck for a Social Function

Type of Function: _____

Date Reserved: _____ Start Time Reserved: _____ End Time: _____

Number of Invited Guests: _____

Automobiles expected #: _____

Additional Valet Parking Required () Yes () No

One additional Valet Parker is required for every 10 cars; there is a charge for each additional Valet Parker (if needed) of \$25.00 per hour.

I understand that I and my invited guest must obey all of the condominium rules and regulations, especially those that prohibit excessive noise that would disturb the other residents. I agree to follow the instructions given to me by security guards on duty or from the management office regarding the volume of the sound being generated by my social function. If the guards ask me to lower the volume of the noise or music, I agree in advance to do so and to keep the noise level lowered.

I understand that around the pool deck only plastic or paper serving utensils and containers are allowed, no glass articles of any kind.

As the person hosting this social function, I agree to release and hold harmless the Fifty six Sixty Collins Avenue Condominium Association Inc, its Boards of Directors, staff, employees, agents and fellow residents and to indemnify them against any liability and/or property damage liability which may arise or accrue, directly or indirectly, by reason if the usage of these facilities (recreation room or barbeque/pool deck) , including but not limited to damage or injury to any persons or property that occur as a result of this social function, either before, during or after same. The Association shall not be responsible for any damage or injury including wrong death that may happen to agents, employees, guests, invitees, licensees or their property, from any cause whatsoever related to this function. I hereby expressly release the Association, its employees and members, from and agree to indemnify them against any and all claims for such loss, damage or injury including wrongful death and further including any attorneys fees which the Association may incur. I further indemnify the Association against any and all claims for liability occasioned by the Association's negligence, whether based upon a negligent act or failure to act by the Association, its Directors, employees or members. I assume full responsibility for the safety and care of those invited and their property invited to this function. I assume responsibility for insuring compliance with the Associations' rules and regulations by those invited to this function and shall remove from the premises any person who refuses to observe same.

SECURITY: If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your event, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. Your security agency must sign a hold harmless, indemnification and insurance agreement, and provide proof of insurance in amounts acceptable to the association before your security contractor will be allowed to provide security services on the building premises.

CHECK AS APPLICABLE:

I am (), am not () attaching a security deposit check in the amount of \$ _____. This deposit will be refunded if the room or pool area is left in a clean and orderly condition after the social function.

Signature/ Please Print Name

BIKE RECORD FORM

Unit#:

Bike Brand:

Bike Color:

Bike Permit #:
