

# **Rules and Regulations**

Effective January 1, 2022

Reef Club Condominium Association, Inc.

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#### I. GENERAL

The Reef Club Condominium & Marina is a gated community consisting of four condominium buildings, Reef North, Reef East, Reef South, and Reef West, including 47 boat slips on Maule Lake in North Miami Beach. The Reef Club is operated by the Reef Club Condominium Association, Inc. ("Association") that is managed by a Board of Directors ("Board").

The Reef Club property includes a lake-side pool and hot tub, 24/7 Security, two (2) tennis courts, BBQ area, recreation rooms in each building, men's and women's gyms, and a car wash station.

Together with the Declaration of Condominium for each of the buildings and By-Laws of the Association, these Rules & Regulations govern the Reef Club Condominium & Marina, the property and amenities. Future modifications of the Rules and Regulations may be initiated by the Board to comply with changes to the Florida Statutes, changes to condominium By-Laws or changes to community standards. Until such time, these Rules and Regulations will be enforced.

The Association has the right to refuse the use of the facilities of the Reef Club to anyone whose conduct is inappropriate or detrimental to the peaceful and quiet enjoyment of residents.

#### II. GUEST/VISITOR

A Guest is any person, not a unit owner or tenant, staying in or occupying a unit from one (1) to no more than thirty (30) days. A Visitor is a person visiting, but not staying overnight.

- 1. The Association's office must be notified of guest(s) staying for a week or more, 48 hours in advance of their arrival.
- 2. A guest of a unit owner or lessee staying more than thirty (30) days must complete an application and background check at a fee of \$150 each and be screened and approved by the office.
- 3. It is the owner's duty to protect our property and interests. Owners/residents must ensure that their guests and visitors adhere to the Reef Club Rules & Regulations (R&R). They are fully responsible for the conduct of their visitors and guests and any damage they may cause.
- 4. An overnight parking visitor's pass is needed from Security at the specific request of a resident. Failure to display the overnight pass may result in a \$20.00 parking fee charged to the resident.

- 1. Prospective purchasers or lessees must complete an application. Owners desiring to sell must complete an Intent to Sell form. All forms, applications and Rules and Regulations must be obtained at the Reef Club office or online at <u>www.ReefClub.us</u>
- 2. A copy of the lease or contract for sale/purchase must be presented with the completed application with a non-refundable processing fee of \$ 150.00 (or as Allowed by F.S.718) for prospective residents. Only complete applications and documentation will be considered.
- 3. Prospective residents on the contract must be over 18 of age.
- 4. The realtor of record must accompany the potential renter/buyer all times. No lock boxes will be permitted on the Reef Club property. Property must remain locked, and no Open Houses are permitted.
- 5. All unit sales require a minimum of 10% down of the appraised value and a minimum credit rating of 675 for buyers.
- 6. No sale, lease, or renewal of a lease shall be valid unless approved by the Board of Directors. All prospective purchasers and lessees must be screened and interviewed by the director(s) of the designated Condominium prior to occupancy, even when one is moving from one building to another.
- 7. At the interview, a Rules & Regulations acknowledgment must be signed and dated by the purchasers and lessees; a copy will be retained at the office. An information sheet, Voting Certificate, and Consent for Electronic Vote must be completed. All persons whose names appear on the contract for sale or lease must be present at the screening.
- 8. The Board shall be notified in writing at least 60 days prior to a lease's renewal date. All renewals will be reviewed by the Directors and approved or denied by the Board no less than 30 days prior to renewal date.
- 9. New leases and lease renewals shall become valid upon approval by the Board.
- 10.All lessees shall provide the Association with a refundable security deposit of \$1,000 with the application, covering any property damage and/or fines. The deposit will be held by the Association until the termination of the lease.
- 11.No unit shall be leased for a term of less than twelve (12) consecutive months. Leases shall be only one (1) time every twelve (12) month period. If a lease is terminated or a tenant vacates the unit prior to the approved lease term, the unit owner may not re-lease the unit until the first anniversary of the date of commencement of the current lessee's agreement.
- 12.See the Declaration of Condominium, Article XIII, as amended in 2000, for further provisions regarding conveyances, transfers, leases, and the Board's authority to approve such transactions.
- 13. Airbnb, timeshare, rooms by the day/week/month rental, or similar systems or any short-term leases or any subleasing are not allowed at the Reef Club. Violators shall be immediately evicted. The owner will not be allowed to lease for a period of twelve months from the date of the occurrence. A \$100 fine per day per incident shall be imposed on the owner to a maximum permitted by law.

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14. The Reef Club has a right of first refusal. See the Declaration of Condominium, Article XIII, as amended in 2000, for further provisions regarding conveyances, transfers, leases, and the Board's authority to approve such transactions.

#### IV. OCCUPANCY

The following are the maximum occupancy for units:

- One-bedroom units
  Maximum of three (3) persons
- Convertible units
  Maximum of four (4) persons
- Two-bedroom units Maximum of five (5) persons

## V. ACCESS TO CONDOMINIUM UNITS

- 1. As per the Florida Condominium Act, each unit owner shall provide key(s) of their unit to the office for emergency purposes, and to execute necessary maintenance, repair or replacement of any common element or any portion of a unit to be maintained by the association, pursuant to the Declaration or as necessary to prevent damage to the common elements. Prior to entry, the office shall attempt to notify residents via email, phone and text message. If current keys are not available at the office, owners are responsible for all costs of entry by the management and are subject to a fine.
- 2. Residents may have access to the use of office copy to access their unit in cases of a medical emergency, theft of keys, or valid exceptional situations. The Office copy must be returned to the office immediately. There will be a fee of \$50.00 for keys not returned. During non-office hours, residents will need to contact a locksmith to access their unit.

## VI. ENTRY TO REEF CLUB

- 1. Access to the Reef Club shall be appropriately authorized, including pedestrians, vehicles and all other means.
- A bar code shall be issued to Reef Club residents' vehicles. The bar code decal must be affixed to the vehicle by staff, to the right rear window of the vehicle. The fee per barcode is \$15.00.
- A weekly, bi-weekly or monthly pass may be issued to guests by the office and displayed on the driver's dashboard. These passes may not exceed 30 days and require a non-refundable \$10.00 fee.
- 4. Daily visitors' passes are issued by the security guard. Proper I.D. will be required.
- 5. Visitors will only be allowed entry to the property when the resident host is contacted via the phone number on file or security has been notified in writing prior to the visitor's arrival. Proper I.D. will be required.

- 6. When the resident is out of town and has authorized family to use their unit, the resident must provide to the office written a list of all guests' names, dates of stay and their contact information, at least 24 hours in advance.
- 7. All residents entering and exiting the Reef Club on foot must use the pedestrian gate at the front of the property.

## VII. MOVE- IN / MOVE-OUT AND DELIVERIES

- 1. Moving in or deliveries require a 48-hour written notification and a refundable \$300.00 damage deposit by personal check payable to the Reef Club and submitted to the office at the time of the request. Moving out requires a \$300.00 money order or cashier's check. Any damage caused by the delivery or moving, over and above the \$300.00 deposit, is the responsibility of the unit owner who will be billed for the balance.
- 2. Moving and deliveries requiring a dolly may enter the property from 9 a.m. to 5:00 p.m. and must leave the property by 5:30 p.m. Monday through Friday. Saturday deliveries or moving are permitted between 9 a.m. and 12 p.m. and must leave the property by 12:30 p.m.
- 3. Items are not to be placed on lobby furniture or against lobby walls.
- 4. Moving and deliveries are not permitted on Sundays or nationally recognized Holidays.
- 5. Only two-axle trucks can enter the Reef Club grounds.
- 6. Residents are responsible for notifying carriers, in advance, of restrictions and hours.

#### VIII. PARKING

- 1. All vehicles must be registered with the Management office.
- 2. Due to limited parking spaces only 2 two registered vehicles (2 bar codes) are permitted per unit. The exception arises when an additional parking space is rented. Office must be provided rental agreement.
- 3. All units have one designated assigned parking space which cannot be sold, but can be rented pursuant to a written contract, submitted and approved by the office.
- 4. Residents are required to park in their assigned space(s) first. Residents with only one assigned space may then use one reserved green space per unit for their 2nd vehicle. Reserved green spaces are available on a first-come, first-served basis. If there are no spaces available, contact Security for assistance.
- 5. Due to limited parking, no more than 2 guest cars per unit are allowed on the Reef Club property.
- 6. Vehicles cannot exceed the dimensions of our parking spaces, 9ft. x 18ft. Only vehicles shall be parked in a covered or exterior parking space.
- 7. Vehicles displaying any business or commercial signs or lettering may not park within the property from 6 p.m. to 9 a.m.
- 8. Only minor vehicle repairs can be done on premises.
- 9. No parking is allowed in Fire Lanes.

- 10. Recreational vehicles, boats, trailers and mobile storage containers are not permitted on the property.
- 11. No sheds are allowed, except for the already existing sheds as of November 28, 2017. Existing sheds must be registered, approved, and tagged by Management. All grandfathered sheds shall be removed upon title transfer or sale of the unit.
- 12. All water sports devices must be registered, approved, and tagged by Management before utilizing space. Kayaks, canoes, boards, and/or other water sports devices must be placed in approved allocated designated racks in residents' respective buildings. Each owner may use up to two (2) spaces on designated racks in their respective building (based on availability).
- 13. No personal items shall be stored in covered or exterior parking spaces. Items such as gasoline tanks, carts, bicycles, paint cans, chairs, or any other loose personal items cannot be placed in or around parking spaces. Loose items will be removed and disposed by Management.
- 14. Items such as hooks or hardware cannot be affixed to the common walls of the covered or exterior parking.
- 15. All vehicles shall be operational. Any vehicle with a mechanical malfunction (fluid leaks, flat tires, etc.) must be repaired immediately by the Resident.
- 16. A vehicle, which cannot operate on its power, shall not remain on the Condominium Property for more than 48 hours. No repair of vehicles shall be made on the Condominium Property, except for minor repairs like changing a battery or tire.
- 17. Abandoned or deteriorating vehicles are not permitted to be stored in the covered or open parking area. These include vehicles that have not been properly registered, have no tags, or cannot be driven on public streets for any reason. The Association shall give the Resident a Fifteen (15) day notice to correct any violation of this section. Failure to correct such violation will result in the removal of such vehicle from the Condominium Property. Any towing expenses incurred by the Association for the removal of such vehicle shall be at the sole cost and expense of the Resident.
- 18. Vehicles may be towed after one warning by the office, at the owner's expense and without further notice.
- 19. Any damage or discoloration to the parking garage or any common area caused by malfunction shall be the Resident's sole expense. The owner of a vehicle causing damage shall be responsible for expenses incurred to repair or replace. In addition, the Resident may be fined.
- 20. All motorcycles and mopeds must park in the areas designated by the Association.
- 21. All vehicles must be parked head-in only.
- 22. The Association has the right to tow vehicles that are not in compliance with the Rules, at the owners' expense.
- 23. An overnight parking visitor's pass is needed from Security at the specific request of a resident. Failure to display the overnight pass may result in a \$20.00 parking fee charged to the resident.
- 24. All covered and exterior parking areas must be well maintained.
- 25. Residents who own electric vehicles, may not use Condominium Electrical Power Supply. Florida Statutes 718.113(8) facilitates a unit owner's ability to install and use an electric vehicle charging station within the unit owner's limited common element parking space at the owner's expense.

- 26. The Board of Directors may install an electric vehicle charging station upon the common elements of association property and may establish the charges or the manner of payments for the unit owners, residents, or guests who use the electric vehicle charging station.
- 27. Parking in front of building entrances is for loading or unloading only.

## IX. REEF CLUB AMENITIES

The amenities listed below are for the exclusive use of the residents and their guests. THE USE OF THE AMENITIES BY RESIDENTS AND THEIR GUESTS IS AT THEIR OWN RISK.

1. Children under the age of 14 must be supervised by an adult at all times when using these amenities.

2. Owners or their tenants may not use amenities if the owner is delinquent by more than 90 days in payments due to the Association.

## A. POOL / HOT TUB - Available 6 am to 11 pm

- 1. Everyone must shower before using the pool and hot tub.
- 2. The pool, deck, and hot tub are for the exclusive use of members and their guests and must be accompanied at all times by the owner or lessee on record.
- 3. Glass and breakable containers are strictly prohibited on the pool deck. Any liquid refreshment consumed near the pool area must be in paper, plastic, or other unbreakable containers. Containers must be placed in the receptacles provided before leaving the pool area.
- 4. No coolers, alcoholic beverages, or food are allowed on the wet deck. Food and Drink are permitted only at designated square dining tables on the South deck.
- 5. Oversized tubes, floats, rafts, balls, etc., are not permitted in the pool or deck. Only noodles and flotation safety devices are permitted.
- 6. Nude or topless sunbathing is not permitted.
- 7. Pets are not allowed on the pool deck or in the pool.
- 8. Jumping, running or horseplay is not allowed around the pool or on the deck.
- 9. Loud music is prohibited.
- 10. Residents are responsible for damages.
- 11. No lifeguards are on duty.
- 12. See additional Rules by the pool deck.

#### B. GYM - Available 6 am to 11 pm

- 1. Use a spotter when lifting weights.
- 2. Return weights to rack after use. Do not drop weights.
- 3. Wipe down equipment after use.
- 4. Food or drinks other than plastic bottled water or sports drinks are not allowed in the gym.
- 5. Wear appropriate gym attire.
- 6. Horseplay is prohibited.

7. Please be considerate of others who are waiting to use the facilities.

## C. TENNIS COURTS - Available 6 am to 11 pm

- 1. Proper attire and rubber soled shoes must be worn on the courts.
- 2. Court times are on a first come first served basis.
- 3. Courts are for tennis only No rollerblading, skateboarding, bike riding, no children's play, etc. permitted

## D. BARBECUE - Available 11 am to 11 pm

- 1. Grills are for the exclusive use of Residents and their guests. Reservation required.
- 2. A \$20.00 refundable deposit is required for BBQ use.
- 3. Obtain information regarding reservation and sign-up protocol at <u>https://websites.ver-tilinc.com/reefclubnew/Resident-Services/Facilities-Reservation</u>, Security Gate House or in the Management Office.
- 4. Only persons 18 years of age and older may operate the grills.
- 5. Grills must be attended at all times.
- 6. Noise level must be kept to a minimum. This includes audio devices.
- 7. Water must be available at all times to extinguish uncontrolled flames.
- 8. Clean up after use. Use proper receptacles for trash and recycling. Leave tables and benches clean and ready for the next grillers.
- 9. Use only provided brush to scrub grill after each use.
- 10. Use only charcoal and leave it to cool; do not attempt to remove ashes.

#### E. CAR WASH – Available 24 hours

- 1. Car washing is only allowed in the space provided.
- 2. Use biodegradable cleaning products.
- 3. Remove vehicle immediately after washing.

## F. RECREATION, LOUNGE ROOMS – Available 6 am to 11 pm

1. Parties in the recreation room must have prior, written consent by the office. A \$300.00 refundable deposit is required, payable by personal check.

2. The room must be left in the condition in which the Resident found it. A \$35.00 cleaning fee will be charged to your account and must be paid with a separate check or on the website.

3. Management will place a Notice of Intent to Use the room on the Lounge Door 48 hours prior to the event.

4. Decorations may not be taped, stapled, strung, or nailed to any wall or ceiling surface.

5. Users must remove all trash from the meeting room prior to leaving their function.

6. Bare feet and wet bathing suits are not permitted in recreation rooms and all other common areas.

## X. BICYCLES

- 1. Bicycles must be registered with Management.
- 2. Bicycles must be labeled with unit owner's name and apartment number.
- 3. Bicycles are to be kept locked in designated bicycle racks, bicycle rooms or inside your unit.
- 4. Bicycles must be removed from racks any time winds of 50 mph or higher are predicted.
- 5. Bicycles that are inoperable or are excessively rusted may be removed by staff with prior notice to owners if the bicycle is labeled with name and unit.
- 6. Children under 12 are not allowed to ride bicycles inside the property unless accompanied by an adult.

## XI. LAUNDRY ROOMS - Available 6 am to 11 pm

- 1. Laundry rooms and equipment must be left clean and available for the use of others.
- 2. Do not hang or tape items to walls.
- 3. Remove clothes from washer and dryer after the cycle ends.
- 4. Clean filters in dryers after each use.
- 5. Use liquid detergent only and do not overload.
- 6. Leave washer and dryer doors open when not in use.

7. Residents are restricted to using laundry facilities on their floor only unless a piece of equipment is malfunctioning.

8. Washing or drying of pet clothing, bedding, toys, blankets, etc., is prohibited.

9. Should laundry facilities require service, contact CSC as marked on machines and inform the Management Office for follow up.

## XII. STORAGE ROOMS

- 1. Every unit owner is assigned one storage bin in their building's exterior storage rooms.
- 2. It is the owner's responsibility to secure their bin and to protect its contents.
- 3. No flammables, chemicals or toxic compounds can be stored in your bin.
- 4. Articles found outside or above the bins in the storage room will be considered trash and removed.
- 5. If you are allowing another resident to use your storage bin, notify the Management in writing.

#### XIII. PETS

- 1. Owners are allowed one (1) dog weighing no more than 20 pounds. Dogs that have grown over the limit since they were first brought to the property (before November 28, 2017) will be grandfathered.
- 2. New owners must bring their dog to the Office prior to Association's approval. They also must provide a current photo, description of the breed, age and weight of the dog and proof of rabies vaccine and license. If there is cause to believe that a young dog will exceed the weight limit upon maturation, the Association will not accept the application. All dogs must be registered in the Office as soon as they arrive.
- 3. Lessees, guests and visitors are not permitted to have animals of any kind in any unit or on the condominium property (By-Laws, Art. XII, as amended).
- 4. Persons requiring an emotional support or service animal must complete applicable paperwork signed by a physician or medial professional. This documentation must be submitted to the Manager's office and will be verified by the Office Manager.
- 5. All indoor pets (cats, birds, fish, etc.) must remain within the confines of the owner's unit or in a proper pet carrier when being transported.
- 6. All dogs must be walked off the premises of the Reef Club property. Owners are expected to clean up after the pet and properly dispose of pet excrement at the pet station located at the pedestrian gate.
- 7. All pets must be leashed at all times when outside their unit.
- 8. Pets shall be free of fleas and mites, kept in proper grooming, and in cleaned condition to avoid unpleasant odors in building hallways, elevators, or lobby areas.
- 9. Any damage caused by a pet shall be the full responsibility of the pet owner who shall pay costs incurred to repair said damage.
- 10. No animal, including those in cages, may be left unattended on balconies.
- 11. If a pet is a nuisance or causes a disturbance, the pet owner must correct the problem immediately. If the nuisance behavior continues, the pet owner may be required to remove the pet from the unit and the property, as determined by the Board in its sole discretion.

## XIV. DISTURBANCES

- 1. According to the Miami-Dade County Noise Ordinance, no one shall make or permit loud noises between 11 p.m. and 7 a.m.
- 2. Fireworks are not allowed on the Reef Club property.
- 3. No one shall be allowed to create or maintain a disturbance that interferes with the quiet and peaceful enjoyment of neighbors.
- 4. Padding on furniture on hard surfaces. The Board of Directors recommends that unit owners place felt tip pads on the bottom of furniture standing on any hard surfaces (i.e., marble, tile, wood) to reduce the noise level to the unit owners below.
- 5. Construction noise is not permitted Monday through Saturday between the hours of 6:00 p.m. and 9:00 a.m. No construction of any type will be allowed on Sundays and holidays.

#### XV. BALCONIES

- 1. Only outdoor furniture and accessories are permitted.
- 2. Balconies are not to be used for storage of items such as bicycles, kayaks, coolers, boxes, etc.
- 3. Pets are not allowed be left unattended on balconies. Caged birds may not be kept or maintained on balconies.
- 4. Individual items in excess of 50 pounds are not allowed.
- 5. Signs may not be displayed on windows or balconies.
- 6. Clothes, laundry, towels, rugs, etc. shall not be hung on balcony railings or furniture.
- 7. Carpet and tile flooring are not allowed on balconies. Previously existing tile is grandfathered but if removed may not be replaced.
- 8. Balconies shall not be enclosed. Units whose balcony enclosures were previously approved by the Association are grandfathered until the title is transferred, and at that time, the enclosure must be removed.
- 9. Nothing may be affixed permanently to the balcony railing, walls or ceiling, this includes screws, nails or any other hardware.
- 10. Satellite dishes may not be attached to any part of the balcony structure, including railings. Free standing dishes must be removed from the balcony when winds exceed 50 miles per hour.
- 11. Holiday decorations may be displayed from the week before Thanksgiving until January 15th.
- 12. The Sixth Edition of the Florida Fire Prevention Code permits the use of certain electric grills on condominium balconies. The electric grill cannot exceed 200 square inches and should be smokeless. It should not be used for parties. For that purpose, the grills near the tennis courts must be used.
- 13. Items must be removed from balconies anytime winds of 50 mph or higher are predicted. Failure to clear the balcony may result in a fine.
- 14. Residents who are planning to be away during hurricane season (June 1<sup>st</sup> November 30<sup>th</sup>) and/or for over two (2) weeks during off-season should remove all items from their balcony prior to leaving. If Reef Club staff must clear a balcony, under emergency circumstances, a \$100.00 fine may be enforced.
- 15. Residents who choose to leave their key(s) with a neighbor for emergency entrance, must leave the neighbors' contact information in the office.

#### XVI. RENOVATIONS AND CONTRACTORS

1. All contractors must be authorized by the office before gaining access to the Reef Club property. An Architectural Change, Renovation and Contractor form can be obtained at the office or on the website. The completed form must be submitted along with a \$300.00 deposit check and must be approved before starting any work.

- 2. All remodeling, including plumbing, electrical, structural or flooring construction, must be authorized by the office with proper proof of contractor's license, insurance, and permits when applicable.
- 3. Make no alterations, decorations, repair, replacement or changes to the common elements, or any outside or exterior portions of the building, or any load bearing, supporting walls of the building whether within a unit or part of the common element.
- 4. Contractors must haul all trash and debris off-premises. Contractors and other vendors are not permitted to use Association dumpsters. Building trash chutes are not to be used, nor is any trash to be left in hallways. Work preparation is only permitted inside an owner's unit; any other areas are prohibited without Management approval. Work preparation includes, but is not limited to, mixing paints, mud, and grout or sawing, grinding, assembling, etc. Do not pour grout down building drains, sinks, toilets, and bathtubs. Paint, wall mud, or any other materials are not permitted to be disposed of in any other part of Association property.
- 5. The unit owner shall be liable for all damages to another unit(s), common elements or, any condominium property caused by their contractor, subcontractor or, their employees, whether said damages are caused by negligence, accident or otherwise.
- 6. Authorized Contractors are permitted to work Monday through Friday from 9 a.m. to 5:00 p.m. All contractors must be off the property by 5:30 p.m.
- 7. No major construction is permitted on Saturdays. However, work that causes minimal noise is permitted on Saturdays but only from the hours of 9:00am-5:00pm. No construction of any kind is permitted on Sundays or on nationally observed holidays.
- 8. Management must approve any construction material brought in by residents on Sunday prior to that date.
- 9. Request for an electrical upgrade involving changes to the limited common elements, such as the meter rooms or electrical conduits, must comply with the requirements for a permit from the City of North Miami Beach. All documentation must be filed in the office, one week prior to commencement of work.
- 10. Soundproofing is mandatory for new flooring, following the City of North Miami Beach Building Code with a minimum of IIC 50 or greater; a permit is required.
- 11. Hallway floors must be adequately covered during the construction period and removed on Fridays and prior to holidays.
- 12. In the event, work done is discovered and is not specified in the authorization paperwork submitted to Reef Club Management, a fine of \$100 per day per event may be levied to a maximum of \$1000 or as permitted by Florida Statutes
- 13. Replacement windows must be approved and authorized by Management and comply with Reef Club Condominium standards and requirements.

#### XVII. TRASH DISPOSAL

## 1. BULK TRASH

- The City of North Miami Beach makes a trash pile pickup on the 3rd Thursday of every month. This pile is started on the Wednesday night prior to the pick-up.
- Residents are responsible for bringing their own bulk trash to the designated area on the street near the tennis courts, not to the main trash rooms.
- APPROPRIATE BULK TRASH: boxes, furniture, general household debris, yard clippings, tree trimmings, leaves. Plant items should be bagged and placed in a separate pile from other bulk trash items. Limbs should be cut into lengths of 5 feet or less.
- UNACCEPTABLE BULK TRASH: Dirt or sod, household chemicals, paint, toxic or flammable materials, motor oil, tires, vehicles, motors, motorcycles, boats, trailers.
- 2. SPECIAL COLLECTIONS
  - Construction and remodeling debris Unit owners are responsible for disposal of construction waste. If a construction contractor is working on the property, confirm, in advance, that she/he will take responsibility for removing construction waste. For additional information, call the Miami-Dade County Department of Solid Waste Management. 305-594-1500.
  - Household Appliances refrigerators, stoves, air conditioners, microwaves, water heaters and other appliances are prohibited in landfills and will only be picked up by special request. To schedule an appliance pickup, please call the North Miami Beach Solid Waste Division at 305-948-2904 between 8 a.m. and 5 p.m., Monday through Friday.
  - Oil Products call the Florida Department of Environmental Services at 800-741-4337.
  - Household chemicals and paint products call Miami-Dade County at 3-1-1.

#### 3. DAILY GARBAGE AND RECYCLABLES

- Daily garbage should be bagged and dropped down the chute in the laundry room.
- Recyclable glass, plastics, and cans should be placed in bins in the covered garages. No plastic bags are permitted in the recycling bins.
- Boxes should be flattened and placed in the dumpsters in the trash rooms in each building.
- Newspapers and recyclable paper should be placed in marked containers in the laundry room.

#### XVIII. MISCELLANEOUS

- 1. Residents may not direct or supervise any of the employees of the Reef Club or use such employees for any personal projects.
- 2. Stairwells must be kept clear of all items at all times.
- 3. Ball playing, skateboarding, or bicycle riding is not permitted on the premises.
- 4. Hallways, elevators, lobbies and lounge rooms are not to be used as playrooms for children.
- 5. No doormats, shoes, planters or any other items may be placed in hallways.
- 6. No signs may be displayed from any unit, terrace, boat, or vehicle.

- 7. No washers and/or dryers are permitted in individual units. If any unit is found to have such appliances, the unit owner will be required to remove them at his/her own expense. The unit owner must remove unauthorized appliances prior to leasing or selling the unit.
- 8. During an emergency or power outage, the generator will provide electricity to operate elevators and some lights in common areas.
- 9. The outlets in the corridors are for medical emergencies and cell phone charging only. The generator has limited capacity to provide power. Any resident using the hallway outlets for any other purposes may be fined \$100.00. Building Directors are authorized to remove any electrical cords.
- 10. The Reef Club conducts an Annual Inspection of smoke detectors, fire alarms, A/C, water heaters and water leaks within the units with advance notice to owners/residents.
- 11. A water detection device provided by the Association must be placed and kept on the floor of the water heater and air conditioner closet.
- 12. The A/C in individual units must always be ON and max 78 degrees F.
- 13. Residents may cover their windows and sliding glass doors with suitable treatments such as vertical or horizontal blinds, window shades, or drapes. All windows and sliding glass door treatments facing the exterior of the building must be in a white or light color tone. Any currently installed window or sliding glass door treatments which are not white or a light tone will be grandfathered in until such treatments are changed. All treatments must be in good repair. Under no circumstances may bedspreads, sheets, paper, cardboard, aluminum foil, shower curtains, or other non-traditional window treatments be used to cover windows or doors
- 14. In clear recognition of the negative impact upon health and the environment caused by second-hand and third-hand smoke, as well as its annoying odor, smoking of any kind is not permitted within 25 feet of the condominium buildings. With that said, smoking is permitted in the designated smoking areas such as the designated area of the pool deck.
- 15. During the COVID-19 pandemic or any other future events, all persons shall wear a mask or other facial covering when inside the common areas of the Association as mandated by CDC, Federal, State, County, or any other.
- 16. No weapons of any kind are permitted on the Association property.
- 17. Residents are strictly prohibited from killing iguanas within the Association property.
- 18. Canvassing, peddling, or soliciting of any kind is not permitted on Reef Club premises.
- 19. All unit owners must carry a homeowner's insurance policy (HO6). Owners must submit Proof of Coverage to Management yearly. New owners must present to management proof of coverage within 30 days of purchase.
- 20. Persons must wear outer clothing, including shoes (foot covering) in all common areas of the Reef Club, excluding the pool area.
- 21. Overnight sleeping in lobbies or lounges is not permitted, nor in vehicles on the property.

## XIX. FIRE ALARM SAFETY RULE

- 1. A resident who needs to shut off the power to their unit, must notify the office at least 24 hours in advance.
- 2. Marked circuit breakers must be kept on at all times. If the Association must reconnect the electrical service, all resulting expenses will be billed to the owner.
- 3. Residents who neglect to notify the office and consequently trigger the fire alarm system will be charged the cost of a regular service call including cost for an off-hours visit. This is considered Life Safety Vandalism. The Association can be fined by Miami-Dade County per incident and any fines will be billed to the unit owner violators.
- 4. Tampering with or removing the fire alarm devices is strictly prohibited and violators shall be subject to any civil or criminal sanctions.

## XX. DOCKS

Users and owners of dock space are responsible for their proper use as described in the Rules and Regulations below:

- 1. Fish cleaning is permitted in the designated area, located next to the BBQ.
- 2. Docks must be kept clean and free of any obstructions including gear, tackle and dock storage containers.
- 3. Maximum of 1 white marine box (approx. size 72x24x28) is permitted per dock space.
- 4. The 15amp electric outlet situated at the docks may be used to keep the electrical system charged in order to provide full power to bilge pumps. Electrical outlets may not be used to power air conditioners or other appliances. After receiving the permits by the City of North Miami Beach, and authorization from the Dock Master, boat owners may install a direct line to their own meter at their own expense.
- 5. When not in use, all hoses should be run under the dock and wrapped around a bumper pole or secured to a hose rack placed on the facing of the dock.
- 6. All electrical wires must be placed under the dock with an approved covering plate attached with stainless steel screws to the concrete portion of the dock, to avoid a potential hazard. (One silver plate)
- 7. All cleats must be put on the water edge of the dock. Request guidelines at the Office.
- 8. Anything attached to the docks must be approved in advance by the Board or Dock Master unless specifically authorized otherwise.
- 9. Boat Lifts

The Association is the sole authority regarding the location, placement, installation, and/or removal of a boat lift to ensure that the FDEP required lift minimum in our Association is maintained.

All requests with construction drawings/plans, specifications, and installation particulars (for both lift and the electrical supply) must be submitted to the Board of Directors for approval prior to any installation or construction.

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Per FDEP, all boats (where lifts are installed) must be stored completely out of the water when the vessel is not in use.

10. Single post cantilever type boat lifts installed before February 1, 2009, are grandfathered. Any replacement of such single post cantilever type lift must conform to the approved lift specification.

11. Open flames and open-air grilling are strictly prohibited within the boats or marina.

12. A dock space may be sold or assigned by a unit owner to another unit owner. The Association must receive a written notice of any such sale or assignment.

13. An owner may rent his or her dock space to any other owner or lessee within the Reef Club. The Association must receive written notice of any such rental agreement. Subleasing of dock space is prohibited.

14. A non-resident owner may not keep a boat in his or her dock space when the unit is leased but may lease the dock space to another resident.

# XXI. BOATS

- All Boats using the docks at the Reef Club must be registered with the Office in the name of the resident owner or resident lessee. The information needed is as follows: boat ownership, the length of the boat, make, type, assigned name of the boat, state, proof of insurance and registration. All Florida registration shall be up-to-date, and the registration sticker must be visible.
- Reef Club owner or resident lessee must be the sole titleholder of the boat. No other names shall appear in joint ownership except that of the immediate family who resides in the same Reef Club unit. No one shall be permitted access to the Reef Club property to use any boat unless the titled owner is on the premises and authorized entrance.
- 3. All boats docked in the Reef Club must carry a minimum of \$300,000 liability insurance. Owners must provide evidence of such insurance and must name the Reef Club Condominium Association as an "Additional" insured on their boat policy.
- 4. Prior to installing whips, cleats, plates and other items on the docks, you must request written authorization from the office. Request guidelines at the Office.
- 5. Boat owners are responsible for secure mooring. In the event of a Hurricane, boat owners must take actions to secure the boat and protect the docks. Boat owners should nominate an individual to act as their agent in case they are away. In the case of imminent danger, the Dock Master will take whatever action is necessary.
- 6. Whips must be installed on the dock with backing plates to distribute the load. All boats must use whips to prevent contact between the boat and the dock.
- 7. Rafting of boats is not permitted. (Attaching one boat to another).
- 8. Boat and dock owners are responsible for damages to condominium property and/or property of others.

- 9. Boat owners are solely responsible for the condition of their boats. All boats must be kept clean and orderly. The boat should not be allowed to deteriorate so as not to become an eyesore as determined by the Board in its sole discretion.
- 10. All boats docked at the Reef Club are required to be seaworthy, operable and in good repair. Boats must be navigable under their own power, i.e. motor for motorboats and sail and motor (if so equipped) for sailboats. Boat owners must keep their boats afloat at all times. If there is a question as to the seaworthiness and operability of any boat, the boat owner may be asked to demonstrate its viability and to take appropriate action. Lack of action by the owner may result in a fine per day as allowed by law and commencement of legal steps to evict the boat.
- 11. If the owner is unable or unwilling to verify the seaworthiness, the Association may hire, at the boat owner's expense, a marine technician to provide an unbiased determination as to the boat's operational capabilities and physical condition.
- 12. Owners are responsible for bailing out sinking boats, raising sunken boats and containing and disposing of fuel spills. It is the boat owner's responsibility to have the boat raised and removed from the Marina within 24 hours. The owner is solely responsible for the cost of cleanup and repairs for damages sustained by the Marina and any fines imposed.
- 13. The Association will attempt to contact a boat owner concerning a sinking boat. The Association shall not be liable to boat owners for action or inaction in dealing with a sinking boat, even if the Association, its agents or employees may be deemed negligent.
- 14. Boat owners and their guests shall not discharge treated or untreated effluent of gray or dark water into the lake at any time. Any accidental discharges should be reported to the Dock Master. The Dock Master may board a boat at any time and without notice to secure a leak and prevent environmental contamination. Owner will be responsible if there are any related fines.
- 15. Boat engines should not run for more than 30 minutes at the dock. Only biodegradable cleaning products must be used. Only minor boat repairs will be permitted, from 9:00 a.m. to 6:00 p.m. Major repairs (e.g.: engine change, painting, power sanding) are not allowed on premises.
- 16. Owners may not display any signage on their boats or docks.
- 17. No laundry or towels may be hung from boats and docks.
- 18. Sailboat owners must keep halyards secured at all times.
- 19. Living aboard a docked boat is strictly prohibited.
- 20. Loud noises from boats and docks are prohibited between 11:00 p.m. and 8:00 a.m.
- 21. Open flames and open-air grilling are strictly prohibited within the boats or marina.

#### XXII. KEY FOBS

FOB in these Rules refers to the magnetic device that Reef Club uses in conjunction with a proximity reader to open electronic door locks.

Responsibilities of Owners

- 1. Unit owners must report the loss of FOBS immediately to the Management office, so that appropriate security measures may be taken. Residents may use the intercom access in the event their FOB is inactive as a short-term measure only.
- 2. Ensuring that strangers do not enter the building when the main entrance door is open. It is everyone's responsibility to ensure unauthorized access is not permitted with his or her personal key FOB.
- 3. Defective, damaged, or seriously worn FOBS should be returned to Management for replacement.
- 4. Any person entering locked buildings or spaces are responsible for re-securing all doors and shall not prop open any doors.
- 5. Sale/Lease of A Unit Upon the resale/lease of a unit the new owner(s)/lessees shall be made aware of this policy. The moment control and possession of the unit changes all FOBS shall be surrendered to Management to be deactivated. FOBS will be reactivated in the new owner's/lessee's name. The amount of FOBS shall be verified and also registered in the new owner's/lessee's name.

## XXIII. VIOLATIONS AND FINES

In the event there is a reported violation of these Rules and Regulations or other governing documents, the Board will investigate and determine in its sole judgment whether a violation has occurred. If in the Board's judgment, there has been a violation, a warning letter will be sent to the individual(s) involved and/or to any unit owner who may be responsible. If the matter is not resolved, a fine may be levied against the unit owner on the basis of each day of a continuing violation from \$100.00 per violation, up to \$1,000.00, or as otherwise authorized by Florida Statutes. Anyone receiving such a fine letter has an opportunity for a hearing with the fining committee. (See Article VII, Section 5 of By-Laws, as amended in 2000 for further information).

For information about the violations and fines process, please contact the Office Manager.

## XXIV. BOARD MEETINGS

A unit owner who desires to discuss a subject at a meeting must give a written notice to the president and manager at least seven (7) days prior to regular Board meetings and thirty (30) days prior to the annual meeting of owners. It is to the discretion of the Board to include the item on the agenda.

A unit owner may speak for three (3) minutes on each subject on the agenda, when the floor is open for discussion on a particular item.

A unit owner desiring to audio or video record a meeting must adhere to Florida Condominium Regulations, Code 61b-23.002(10), FL Admin. Code.



## <u>ACKNOWLEDGEMENT</u>

I have read and agree to all the Reef Club Condominium Association's Rules and Regulations

Condominium

Printed Name

Printed Name

Printed Name

Signature

Signature

Unit

Signature

Date

For questions, contact the Manager at (305) 944-1673 or write to manager@reefclub.us

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