

Greenwich Condominium

September 5th, 2018

Owners of Greenwich Units,

In a review of our documents to get ready for our 40-year inspection and recertification of the building the Board of Directors realized we haven't updated our rules and regulations since the beginning of the Condominium in 1981.

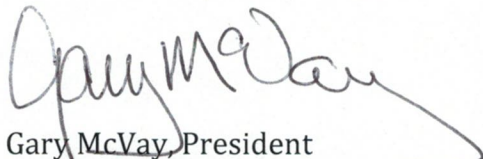
In a review of the rules we found some of them to be outdated. In other areas we had new phenomena that didn't exist when the building was built, i.e. Air B&B.

On the other hand some things just don't change and we tried to state the rules more succulently.

Please review these proposed rules. The Board of Directors are going to discuss them on our September 25th Board of Director's meeting in our card room off the lobby. We plan to call a vote to accept these rules.

If you have any questions or concerns please attend this meeting and discuss your thoughts with the Board before we adopt, modify, or reject these ideas.

We look forward to seeing you.



Gary McVay, President
Greenwich Condominium

GREENWICH CONDOMINIUM

REVISED AND UPDATED RULES AND REGULATIONS

The following Revised and Updated Rules and Regulations herein replace the original Rules and Regulations Prepared by the developer that were referenced in the recorded Declaration of Condominium, recorded May 29, 1981 in Official Records Book 11115, Page 2, of the Public Records of Miami-Dade County, Florida.

I. Safety, security, and fire prevention

1. Flammable oils or fluids, such as gasoline, kerosene, naphtha, or benzene, or other explosive or articles deemed hazardous to life, limb, or property shall not be brought into the condominium premises or any of the units, including balconies.
2. No gas/propane, electric or charcoal barbecuing is allowed on the balconies as per the Code of Miami-Dade County, Florida.
3. FOBs and keys to condominium premises will be issued only to owners and residents. Access shall only be given to bona fide visitors and shall not be given to unauthorized persons at any entry point, including at the pool or fitness area.
4. Cameras at any location in the condominium premises may not be tampered with.
5. Condominium units shall be kept clean and in a good state of repair, including all respective equipment/appliances.
6. Water-closets (toilets) and other such equipment such as sinks shall only be used for their intended purposes, and sweepings, rubbish, rags, paper, ashes, or any other article shall not be thrown into them.
7. The air conditioner closet may not be used for storing any flammable items.
8. Efforts should be made to immediately correct and dry any water overflows and to notify any residents of units that might be affected as well as the Property Manager or Association.
9. Repairing any damages resulting from the misuse or overflow of any water closets (toilets) or other equipment will, according to Florida law, be the responsibility of the unit(s) incurring the damage.

**Unit owners are strongly encouraged to maintain adequate home insurance to cover any and all insurable damages and residents are encouraged to maintain adequate renters' insurance.*

II. No obstructions or alterations

10. The greens and walkways surrounding the condominium and all entrance ways shall not be obstructed or used for any purpose other than to enter or exit from the condominium.
11. The exterior of the condominium, balconies, terraces, entry ways, or other areas related to condominium units shall not be painted, decorated, or modified in any manner without prior consent of the Association. Consent may be withheld on purely aesthetic grounds at the sole discretion of the Association.

12. Radio, television, internet or satellite antennas may be attached to or hung from the exterior of condominium units only after written approval by the Association. The Association will grandfather those already in place on the date of the approval of these Rules and Regulations and will notify respective owners in writing. All owners must keep a written letter of their respective approval, if granted.

13. No sign, notice, or advertisement shall be inscribed, exposed, attached, or projected out of any window or any other part of condominium units except if approved by the Association in writing (unit owners must keep a written letter of said approval, if granted).

14. Names may not be placed on any entry to condominium units, mail receptacles appurtenant, or parking spaces except in any manner prescribed by the Association for such purposes.

15. Indoor corridors and common areas within condominium premises may not be altered in any way, including by hanging pictures or other articles from doors or balconies or placing decorative pieces or furniture outside any of the units, such as in their immediate vicinity. Exceptions may be made by the Association for certain seasonal decorations.

16. Shades, awnings, window guards, light reflective materials, ventilators, fans, or air conditioning devices may not be installed or used in or about the building except as approved by the Association in writing (unit owners must keep a written letter of said approval, if granted). Approval may be withheld on purely aesthetic grounds at the sole discretion of the Association.

17. Installation of hurricane/storm shutters, high-impact windows or replacement windows must have prior Association approval, meet all requirements once installed, and obtain any required building permits (to be kept by unit owners). Approval may be withheld on purely aesthetic grounds at the sole discretion of the Association.

18. All Association-approved improvements must meet approval requirements or conditions once installed and any required building permits must be obtained from the City of North Miami (to be kept by unit owners).

19. No Washer and/or dryer shall be installed in any unit in the condominium premises.

Balconies

20. Alterations of the balcony areas, including painting, screening, or any other type of enclosure are not permitted. Astroturf or outdoor carpeting are not allowed. Nothing may be hung from the walls or ceiling of balconies.

21. Balconies shall not be used as storage areas. Only patio furniture and plants, both of proportionate size (i.e. for use, not storage) are allowed. No bicycles, barbeque grills, sun umbrellas, refrigerators, freezers, mattresses, mops, buckets, or construction material or equipment are allowed.

22. No object shall be placed on a balcony so as to create a risk of the object falling from the balcony. No rugs, clothing, towels or other objects shall be shaken or hung from the balcony.

23. Watering plants and cleaning balconies shall not in any manner disturb other residents and must avoid dirt, debris, or water falling into or towards other units.

III. General rules

24. Tenants are required to give a security deposit in the amount determined by the Association before occupying the premises. Said deposit will be returned at the end of their occupancy as soon as it is established that no infractions or damages have been caused by them.
25. No dust, debris, substances, or articles shall be swept from or thrown from doors or windows.
26. Noises that disturb or annoy the occupants of any of the condominium units or interfere with the rights, comfort, or convenience of other owners must be avoided at all times, especially at night, including by honking the horn from any vehicle approaching the premises or in the parking areas.
27. Owners and residents must provide the Association keys to their respective condominium units and these may be used only in emergencies and at the discretion of the Association or the Property Manager. No owner shall alter any lock or install a new lock on any door leading into the unit without the consent of the Association.
28. Elevators may not be used in any manner causing delays that affect other users. Use of the service elevator for moves or to transport oversized items must be authorized by the Association.
29. Any damage to building premises or equipment, recreational facilities, or other common areas caused by the resident or his/her guests shall be notified to the Property Management or Association and repaired at the expense of the owner who has himself/herself or whose tenants, guests, or family have caused said damage.
30. No owner shall request or cause any employee of the Association to perform any private business of the owner.
31. Unit owners shall not give direct orders or directions to any employee of the Association. All appropriate requests shall be directed to the Property Manager.
32. Complaints regarding management of the condominium shall be made in writing (by mail or email) to the Association. Complaints regarding actions of other residents or owners shall be made in writing (by mail or email) to the Management
33. Residents who plan to be away during hurricane season must prepare his/her unit prior to his departure by (a) removing all furniture, plants, and other objects from the balcony or terrace and (b) designating a responsible firm or individual authorized to install or remove hurricane shutters or to be notified in case the unit suffers hurricane damage.

IV. Garbage and recycling

34. Garbage and refuse from condominium units shall be deposited in the trash chute behind the elevators (laundry rooms). Garbage must be disposed of only in plastic bags, properly closed. Any oversized items that do not fit in the trash chute or are too large for the recycling must be disposed of by the residents.
35. Trash or recycling bags or containers may not be dragged through the floor or carpeting of common areas.
36. The following is forbidden from disposal in the trash chute, dumpsters, or in the recycling area: hazardous materials, chemicals, paint, liquids, combustible materials, lithium batteries, car batteries, electronics, and construction debris.
37. Residents must follow City of North Miami regulations for their disposal. See Recycling and Waste Disposal Tips at <https://www8.miamidade.gov/solidwaste/disposal-tips.asp>
38. Recycle the following:

- Paper products: newspapers, magazines, catalogs, telephone books, printer paper, copier paper, mail, all other office paper without wax liners.
- Cardboard: packing boxes, cereal boxes, gift boxes, corrugated cardboard. Cardboard boxes must be flattened and broken down to a manageable size.
- Metals: aluminum & steel food and beverage containers.
- Aseptic containers: polycoated drink boxes, juice cartons, milk cartons.
- Glass: glass food & beverage containers (clear, brown and green).
- Plastic containers: bottles, milk, water, detergent, soda and shampoo containers (rinse, flatten, and dispose of the cap).

39. DO NOT RECYCLE plastic bags, greasy pizza boxes, thin plastic packaging, clothing, styrofoam, plastic bubble wrap, wire hangers, or greasy take out and food containers including pizza boxes.

V. Laundry rooms

40. Residents must follow the posted instructions for the proper use of washers and dryers.

41. No blankets, beds, etc. belonging to pets that shed hair may be laundered in the washer or dryers (these may cause malfunction in the equipment and are discourteous to fellow residents). Please have these laundered at an outside facility.

42. Problems or needed service for washers or dryers should be informed to the Property Manager or reported directly to the vendors as per the signs in the laundry rooms.

**Please be considerate by removing clothing from washers and dryers promptly, staying attentive to laundry cycle times, and setting light timers in the laundry/trash rooms only for the needed estimated time.*

VI. Common and Recreation Areas

43. Smoking is not permitted in the elevators or common areas.

44. Recreation areas are solely for the use of the condominium residents and their invited guests.

45. Swimming in the pools and utilizing the recreational facilities is at individual risk. The Association shall not be liable for any personal injury, loss of life, or property damage in any way caused or arising from the use of the recreation facilities.

46. Use of the swimming pool, fitness room and all recreational facilities, such as rules regarding hours, guests, safety and sanitary provisions, shall be decided by the Association and posted in the respective areas. Appropriate dress is expected in all common areas including athletic shoes and shirts in the gym and shoes and proper attire at all times in hallways and elevators.

47. The use of the recreation areas for private parties, functions, or meetings is strictly prohibited unless approved by the Association in writing prior to their date. The Association may authorize private gatherings it deems appropriate and may require a damage deposit from the unit owner seeking to use the area for a private purpose.

VII. Moves and large item deliveries

48. Furniture and household effects may be moved in and out of the building only on weekdays, Mondays to Friday excluding holidays, between the hours of 9:00am and 4:30pm. No moves are allowed on weekends or holidays.

49. Moving furniture or household effects must be scheduled in advance with the Property Manager in order to reserve the freight elevator and have the back doors unlocked.
50. Damage deposits will be required for moves and large item transportation in the amount determined by the Association and will be promptly returned if no damage has occurred.

VIII. Services/repair calls

51. Maintenance or similar work may be performed between the hours of 9:00am and 5:00pm from Monday to Friday, except holidays. No work shall be performed at any other times except in emergencies, as approved by the Property Manager or the Association.
52. Bona fide agents, contractors, or service personnel may enter condominium units, balconies, or terraces for purposes permitted under the terms of the Declaration of Condominium, By-laws of the Association or Property Management agreement.
53. Unit owners or residents shall inform the Association or the Property Manager of any intended repairs, renovations, painting, or other maintenance involving outside contractors other than for occasional repairs such as minor plumbing and work not involving a material alteration.
54. Only licensed contractors may do electrical and plumbing work or all other repairs and improvements requiring a license.
55. Any required permits for any work inside any unit must be obtained with the proper government agencies and posted on the front door until the work is completed and the permit is closed out. A copy of the permit must be provided to the Management (unit owners are required to keep a record of all permits issued for their units).

IX. Parking

56. All posted parking regulations at any location within the condominium premises must be heeded.
57. All vehicles parked in the property must display a tag provided by the Association unless it is parked temporarily by a visitor in a designated visitor space. Visitors staying over 72 hours must display a temporary tag obtained from the Association or Property Manager that must be returned when the approved duration of the tag expires or the visitor leaves.
58. No vehicles shall be parked in such a manner as to impede or prevent ready access to another unit, common elements, or parking spaces.
59. Boats, trailers, trucks, campers or any commercial vehicle may not be parked in condominium property.
60. No vehicle that cannot operate on its own power shall remain in the condominium property for more than 72 hours and vehicles may not be repaired within the condominium property.
61. Any cars parked in violation of the above rules will be subject to towing.
62. No bicycles, scooters, vehicles or other personal articles shall be allowed in any of the common areas or driveways. Bicycles may only be transported to and from units in the service elevator.
63. No oversized vehicles may be stored in apartments and balconies or transported in elevators or through the hallways.

64. The Association will provide a bicycle rack in the parking lot. Bicycles only belonging to residents (the maximum number according to the allowed capacity of the unit) may be parked in the bike rack designated by the Association at the sole discretion and responsibility of the resident. No claims may be brought on the Association for damage or theft of bicycles using the rack, regardless of cause.

**Bicycle owners using the rack are encouraged to leave the bicycles locked at all times.*

X. Domestic pets

65. All domestic pets kept by residents in the premises must be registered with the Association.

66. A security deposit will be required for each pet that will be kept by the Association as long as the pet remains in the premises to cover potential damages to the premises caused by the pet.

67. Dogs and cats 25 pounds and under are the only domestic pets allowed in the condominium property or the units, provided they are properly vaccinated and do not disturb other residents by becoming obnoxious, barking, or creating any nuisance.

68. No more than one dog or one cat are allowed at one time. (Grandfather clause: Current residents who have been keeping more than one pet as of the approval of these Rules and Regulations will be authorized by the Association to keep their pets as long they are registered with the Association. Any additional pet authorized under this clause may remain only as long as the pet lives; this pet may not be replaced with another pet if it would exceed the one-pet rule.)

69. Residents must clean up after their pets and dogs must be leashed at all times outside the units when in the condominium's premises.

70. All pets may only be transported in the service elevator.

71. Any inconvenience or damage caused by domestic pets shall be responsibility of the respective unit owner.

72. Unit owners who rent or allow use of their property to anyone who brings or keeps any domestic pets in the premises will be responsible for any loss, liability, or claim caused by any resident or occupant of their unit.

73. Residents who keep pets shall indemnify the Association and hold harmless against any damage, loss, liability or claim of any kind or character arising from or connected to keeping any animal or pet in the condominium property, including arising from any attacks or bites or any other incidents related to the animal.

XI. Sale or Lease of Unit

74. Every unit owner who wishes to sell or lease his/her/its unit must submit a written application to the Association or its Property Manager in order to obtain written approval. The Association or its Property Manager shall provide a written application, which must be completely filled out along with any required supporting documents. The Association may charge a transfer fee in accordance with Chapter 718, Florida Statutes, as amended from time to time.

75. A unit owner or tenant may not lease or sublease his/her/its unit for any term less than twelve (12) months.

76. All rental units within the condominium must leave a key in the Property Manager's office for extermination purposes. Renters must provide the condominium's exterminator access to his/her/its unit for treatment. Failure to allow access to the condominium's exterminator shall result in a \$50.00 per month fine which shall be deducted from the \$1,200.00 security deposit. All tenants who have their own exterminator service must produce proof of monthly services or shall pay a \$50.00 per month fine. Should a tenant fail to provide proof of extermination services for a one (1) year period or incur \$600.00 in fines, then that tenant may be evicted from the condominium premises. Entry into a tenant's unit for extermination services can only occur with a member of the board present. The above rule does not apply to owners residing in the condominium.

XII. Compliance with these rules and regulations

**Cameras record activity in the common areas.*

77. Unit owners are responsible for making sure tenants receive, understand, and agree to these rules and regulations and that their compliance is required as part of the lease agreement. Tenants who are not in compliance must be notified by the unit owner. The Association may evict a tenant who is not in compliance with any of the rules or regulations or from who the unit owner cannot guarantee compliance.

78. The Association may suspend for a reasonable period of time the right of a unit owner or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the Condominium Declaration, the Association bylaws, or rules of the Association.

79. The Association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of these rules and regulations, the Condominium Declaration or the Association bylaws, in accordance to its By-Laws and Florida Statutes' (Chapter 718, Florida Statutes, as amended from time to time). A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee. The fine may not exceed \$100 per violation per day, or \$1,000 in the aggregate. Before any fine or suspension is levied, the Board will provide at least 14 days' written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee, before a committee of other unit owners who are neither Board members nor persons residing in a Board member's household. The committee will determine whether to confirm or reject the fine or suspension levied by the Board.

**These rules and regulations may be modified, added, to or repealed at any time by the Association in accordance with its By-Laws. Changes will be duly notified to owners and residents.

GREENWICH ASSOCIATION, INC.
1470 NE 123rd Street
Miami, Florida 33161

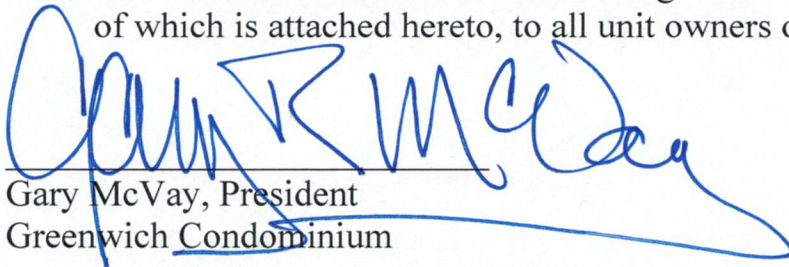
AFFIDAVIT OF NOTICE OF RULES AND REGULATIONS

STATE OF FLORIDA

MIAMI-DADE COUNTY

Before me, personally appeared GARY R. MCVAY, who was duly sworn and says that:

1. He is the President of the above association.
2. He did, on September 5, 2018, provide for the mailing of written notice of the board election concerning Rules and Regulations, a copy of which is attached hereto, to all unit owners of the above association.



Gary McVay, President
Greenwich Condominium

The foregoing instrument was sworn to and subscribed before me this 6th day of September, 2018, by Gary R. McVay, President of Greenwich Association, Inc., a Florida not for profit corporation, on behalf of the Association. He is personally known to me.



Notary Public



Y. BETH NATLAND
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF971205
Expires 5/26/2020