

La Gorce Palace Condominium Association

RULES & REGULATIONS



6301 COLLINS AVENUE
MIAMI BEACH, FLORIDA 33141
TELEPHONE (305) 867-1665
FAX (305) 865-0857

Email: Lagorcepalace@lagorcepalacecondo.com
www.Lagorcepalacecondo.com

Revised 2021
Additional copies at Twenty Dollars (\$20)

Table of Contents

Authority for Rules and Regulations.....	Page 3	Pets.....	Page 21-24
Absence of Owner or Tenant.....	Page 4	Pool Table.....	Page 24
Air Conditioner.....	Page 4		
Air Conditioner Filters.....	Page 4	Plumbing.....	Page 25
Satellite Dish.....	Page 4		
Assessments.....	Page 5	Repairs.....	Page 25
Automobiles.....	Page 5	Roof.....	Page 25
Balconies and Terraces.....	Page 5-6	Sanctions.....	Page 25
Barbecue.....	Page 6-7	Screening (New Residents).....	Page 25-27
Bathers.....	Page 7	Service Personnel(Contractor)...	Page 27
Bicycle.....	Page 7	Signs.....	Page 27
Bulletin Board.....	Page 8	Social Room.....	Page 27-28
Cable Television/Internet.....	Page 8	Solicitation.....	Page 28
Change of Address / Telephone.....	Page 8	Storage.....	Page 28
Children.....	Page 8-9	Swimming Pool.....	Page 29
Complaints.....	Page 9	Tile Flooring.....	Page 30
Contracted Repairs to Apartment	Page 9-10	Trash Disposal.....	Page 30
Cooking on Balconies	Page 10	Valet Service.....	Page 30
Crime Watch.....	Page 10	Waterbeds.....	Page 31
Deliveries.....	Page 10-11		
Destruction of Property.....	Page 11		
Elevator.....	Page 11		
Exercise Room.....	Page 12		
Facilities.....	Page 12		
Fire / Evacuation.....	Page 12-13		
Front Ramp.....	Page 13		
Garbage Disposal.....	Page 14		
Guests.....	Page 14		
Hallways	Page 14		
Hurricane Preparations.....	Page 15		
Hurricane Shutters.....	Page 15		
Insurance.....	Page 15		
Leasing.....	Page 15-16		
Litter.....	Page 16		
Lock-Out.....	Page 17		
Mail / Package Delivery.....	Page 17		
Moving.....	Page 17-18		
Noise.....	Page 18-19		
Obstructions.....	Page 19		
Occupancy.....	Page 19		
Odors.....	Page 19		
Parking.....	Page 19-20		
Personnel.....	Page 20		
Pest Control.....	Page 21		

La Gorce Palace Condominium Association

AUTHORITY FOR RULES AND REGULATIONS

Condominium living is community living: it requires the mutual respect of neighbors for one another. The purpose of these rules is to delineate what standards of conduct are commonly agreed upon to better promote community living.

Each rule is intended to aid in the maintenance of an overall environment conducive to ensuring the security, privacy, comfort, and harmony of *La Gorce Palace* residents.

The Declaration of Condominium and the Bylaws of La Gorce Palace Condominium Association, Inc authorize the Board of Directors to adopt such uniform administrative rules and regulations governing the details of the operation of the Building and such restrictions thereupon, as may be reasonably needed. These include the following:

1. Requirements respecting the use and maintenance of the individual units and of the common elements and limited common elements which may be deemed to be necessary to assure the enjoyment of all residents and their guests.
2. To prevent unreasonable interference with the use of the units, common and limited common elements.
3. To adopt such other provisions as may be decided to be necessary to accomplish the aforesaid purpose, and which are not inconsistent with the Florida Condominium Act, the Articles of Incorporation, and the Declaration of Condominium and the bylaws of the Association.

**Please note that all dollar figures quoted in this document are current as of the time of publishing. Fees and required deposit amounts can be changed, from time to time, at the sole discretion of the Board of Directors according to the bylaws governing the Association. Consult with the Management Office for a current schedule.*

Rules and Regulations

Absence of Owner or Tenant

Residents who plan to be absent for periods of more than seven (7) days must prepare their units prior to departure in the following manner:

1. Remove or secure all furniture, plants, and other objects on the balconies. Leave hurricane shutters closed between June 1 and November 30.
2. Designate someone other than the Manager or a staff member (ie. a firm or Individual) to be responsible for the unit during your absence and furnish the Manager with his or her name and telephone number. Also, e-mail address, if available. Provide the Manager with an address and telephone number where the unit owner may be reached in the event of an emergency.
3. If there is an emergency or common disaster, the Association may authorize entrance into units, if other instructions are not provided.
4. Make sure you arrange for the collection of your mail or redirection to another address.
5. Remember to stop the delivery of newspapers. Newspaper left more than three days will be picked up and thrown away.

Air Conditioner

Each residential unit has its own central air conditioner/heater and thermostat. **We strongly recommend that you have a technician service your air conditioner unit at least annually.** This will typically involve cleaning of the coils and a refrigerant check and/or recharge, as well as a thorough cleaning of the condensate line. (Condensation is a normal byproduct of air conditioning systems. When the drainage line (“condensate line”) becomes blocked, the water backs up onto the floor of your air conditioning closet and then either into your apartment or the units below. This slow leak can be difficult to locate and cause mildew and extensive damage.) Check your yellow pages or internet for a licensed and insured air conditioning service company, or ask neighbors for references.

Air Conditioner Filters

For health reasons as well as for efficiency, we strongly recommend you change your air conditioner filter once a month. When you change your filter, check for any sign of moisture on the floor of the air conditioning closet, which will be an early indication of a backup in your condensate line. Condensation drainage that results from improperly maintained units can also cause water damage to your neighbor’s property, becoming your potential liability. To maximize the efficiency of your unit, we strongly recommend that you do not attempt to store personal items in the air conditioning closet, which may impede the unit’s efficiency and become water/mildew damaged should the drain condensate line back up, as well as hide the early warning signs of this problem.

Satellite Dish

Outdoor television and radio antennae are not permitted. Satellite dishes must be concealed as to not alter the outside appearance of the facade. Satellite dishes cannot be suspended from a balcony ceiling nor protrude beyond the vertical plane of a balcony railing. After the first warning, the violators will be fine.

Assessments

Maintenance payments are due on the first (1st) of each month. Please be sure to put your unit number on your check to assure posting to the proper account, and include your payment coupon. Make checks payable to “La Gorce Palace Condo. Assn., Inc.” Other methods of payments available are automatic debit (set up through the Association), credit card/debit card, money order, cashier checks, or you can set up auto payments with your bank.

The Declaration of the Condominium and the Condominium laws give authority to the Association to impose Special Assessment to fund the project for maintenance and improvement when no funds are available through Reserves. Checks must be written separately from the regular maintenance payments. By law, special assessment funds are maintained in a separate bank account. Your cooperation will be greatly appreciated.

Article XIII, Section 13.10 of the Declaration of Condominium and Article IX, and Section 9.8 of the Bylaws states as follows:

“Assessments not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate of eighteen (18%) percent per annum. Additionally, the failure to pay any assessment within ten (10) days from the day due shall entitle the Association to levy an Administrative late fee, in addition to interest upon the delinquent assessment, in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the delinquent Assessment. Said administrative late fee to be imposed against the delinquent unit owner for each thirty (30) day period that the assessment remains delinquent”.

Automobiles (See also: Front Ramp and Parking and Valet)

La Gorce Palace is a residential building with children and adults walking and playing year-round. For everyone’s safety, the speed limit on all driveways and parking areas is *five (5) mph*.

The following rules must be adhered to:

1. Automobiles must be parked in the assigned parking spaces or through the optional valet parking service. Automobiles not parked in assigned spaces or through the valet services may be fined or towed at the owner’s expense.
2. Vehicles parked in the garage must be roadworthy (no flat tires, wrecks, excessive exhaust smoke or muffler noise, etc.) and have a current license tag clearly visible.
3. The vehicle must display at all times a tag or a sticker indicating the permit granted by the administrative office that the vehicle has been registered to park in the assigned parking space.

Balconies and Terraces

Your terrace or balcony is an important part of the overall appearance of La Gorce Palace Condominium. To ensure that all balconies remain attractive and to assure the safety of everyone, the following rules must be observed:

1. Cooking or barbecuing on high-rise balconies is prohibited by the fire laws in Miami Beach. Smoke from balcony cooking may set off fire alarms in the building as well as disturb your neighbors.

2. Movable objects, such as potted plants cannot be placed on ledges, nor suspended from balcony ceilings.
3. Structures cannot be erected on balconies and terraces nor can be enclosed, covered with an awning or hurricane shutters, increased in size, or altered in configuration.
4. Personal articles such as clothing swimsuits or towels are not to be hung on the railing of your balcony.
5. Do not use your balcony or terrace as a laundry area. Do not store cleaning supplies, such as mops, outside. Also, for your neighbors' comfort, **do not shake mops or rugs from the balcony. Do not throw any object or liquids from balconies, especially when washing terraces.**
6. Do not place on your balcony or terrace hammocks or other hangings from the walls or ceiling, furniture, umbrellas, ceiling fans, or other article or appliances that will change the building appearance from the outside.
7. Remove all movable furniture from your balcony when going away and also during the hurricane season (June through November).
8. All balconies and terraces walls must be maintained in the standard exterior colors.
9. No electrical wiring, television antenna, machines, décor items, and additional air conditioner units which might protrude through the walls or ceiling, may be installed.

Barbecue (BBQ)

As part of the amenities offered by La Gorce Palace Condominium Association, there is a barbecue installed in the patio adjacent to the beach. This is a common element for the use of La Gorce Palace residents only. Owners who have rented their units forfeit their right to use the common elements, including the barbecue, while the tenants are in possession of the unit.

The following conditions apply to the use of the Barbecue (BBQ):

1. The use of the barbecue is by reservation only, on a first-come-first-served basis. The person who reserves the barbecue then has the exclusive right to use the barbecue and the adjacent tables and surrounding area during the term of the reservation.
2. Reservations only become official when deposits have been paid in the office and entered in the reservation book. Please schedule at least forty-eight (48) hours prior to the date of the event.
3. Due to parking, staffing, and security constrictions, the barbecue cannot be reserved on the same day as the social room. There are no exceptions. (If the barbecue is reserved first, then the social room will not be available for rent that day.)
4. For gas BBQ - \$200 Deposit. Deduction for damages may reduce the refundable amount. Any damages in excess of the deposit will be the responsibility of the person who signs the reservation.
5. For gas BBQ - A non-refundable fee of \$75.00 for cleaning and gas consumption will be collected at the time of reservation.
6. For gas BBQ - \$50.00 Late Cancellation Fee: This will be deducted from your deposit (item number one (1), above if you do not cancel your reservation by giving the association office at least twenty-four (24) hours notice. In the case of weekend reservations, the deadline for cancellation without the Late Cancellation Fee is Thursday afternoon, at 4 PM. Reservations that are not canceled deprive other owners of the use of the barbecue on the day scheduled or else use of the social room. If you are going to cancel, we ask that you be considerate and give us as much notice as possible.

7. \$100.00 extra valet staff fee: pays for the extra valet parking attendant to be scheduled up to five (5) hours to assist in parking your guests. This fee is required if more than ten (10) people will attend. Additional hours will be an additional charge of \$20 per hour.
8. \$100.00 extra security staff fee: pays for an extra security guard for up to six (5) hours of service. This fee is required if more than ten (10) people will attend. Additional hours will be an additional charge of \$20 per hour.
9. There is no fee to use the non-gas barbecue itself. However, all users must be on a reservation basis.
10. A list of the guest must be handed to the office at least 48 hours before the event.
11. A vendors list must be provided if vendors will be working the event, and a certificate of insurance (COI) for all vendors must be provided listing La Gorce Palace as certificate holder and additional insured.

Bathers

Bathing suits must be covered with a robe or shirt while inside the building common areas.

Bathers returning from the beach, pool, or spa:

- Must wash all sand from their body in the shower on the walkway coming from the beach.
- Dry off before entering the building.
- Must be appropriately attired: shirt/robe with shoes/sandals after crossing the swimming pool gate
- Must use the beach elevator to the seventh floor or the cargo service elevator, located in the rear lobby.

Bicycles

1. Bicycles must be stored within the designated bicycle storage enclosures.
In order to be stored in designated bicycle storage enclosures, bicycles must first be registered with the association and given a metal identification tag. The registration fee is \$25 for each bicycle, per year. Failure to pay the annual fee by the date provided in the yearly notice will result in the removal of the bicycle from storage.
2. There will be no bicycles store in the garage area, including parking spots, or loading areas.
3. Bicycles are stored at the sole risk of the owner. The Association will NOT be responsible for any theft, loss, or damage. We recommend that you include your bicycle in your homeowners' (or tenant's) insurance policy. The association's insurance is for common elements and does not include personal property such as bicycles.
4. Bicycles may not be ridden on the Condominium property, in the building, or any of the common areas (parking garage, ramps, walkways, etc)
5. Never walk or ride a bicycle through or under the main garage door. This gate activates automatically and serious injury may occur. The exit gate may not recognize a bicycle before beginning to close. Use the pedestrian door next to the exit gate.

Bulletin Board

The use of the bulletin board located in the mailroom is reserved for notices or the Agenda for future meetings, and to inform residents of problems or events. Under special circumstances, at the discretion of the Association, community matters are posted.

Nothing may be posted on the bulletin board without the permission of the Association.

Cable Television / Internet

Basic cable television and internet service (standard package) are provided as part of the monthly maintenance fee. It is not an optional service. The current cable service to residents should not be construed as entitlement to lessees/guests. The basic cable service agreement currently in effect is subject to change at the discretion of the Board of Directors of the Association, and by agreement may be terminated or modified at any time.

Change of Address / Telephone

It is each owner's responsibility to see that the Association has its current mailing address. If you are not receiving the monthly newsletter, request that the administrative office confirm what your official mailing address is on the computer.

When moving out of La Gorce Palace Condominium you must file a "Change of Address Form" with the Association and Post Office so that your mail will be re-routed without interruption. These forms may be available from the Concierge at the front desk. Simply fill it out and drop it at the front desk or mail it to La Gorce Palace.

Please provide emergency contact information so that we may contact the person(s) you designate in the event of an emergency. We keep your screening application on file, but should you change your employer or mailing address, notify us in writing to update your records. There is a form available at the front desk for this purpose.

Children

Children should not play in the elevators, stairways, public halls or lobby, for their own safety. Parents are responsible for the behavior of their children.

Unit owners and renters are responsible for the actions of their children and their visitor's children in their units and common properties.

The following activities are not permitted:

1. Climbing trees on the property.
2. Skateboarding or roller skating on Condominium property (including wearing roller skates, roller blades inside the building common areas).
3. Jumping the fence surrounding the swimming pool.
4. Loitering in the lobby.
5. Bouncing balls, of any type, against the walls or any other surfaces inside the building.
6. Using the swimming pool & spa without adult supervision, if under the age of twelve.

7. Entering the exercise room (gym) with or without adult supervision if under the age of twelve.
8. Use of exercise room equipment without adult supervision present if between 12-16 years of age.
9. Parents or guardians must accompany children when playing in the playground area.

Complaints

If you have a complaint, let the Association know about it in writing. With two hundred and eight units, we will try to resolve problems. However, resolution may not always be possible. If you identify a problem or issue, let us know in writing, and we will investigate as soon as possible.

If someone makes a complaint against you, you will be sent a form detailing the nature of the complaint. A copy will be placed in your file. If you wish, you might contest the complaint, in which case your response will also be kept in file.

Complaints that cannot be resolved and which create a hazard or disrupt the harmony of the building will be referred first to the Hearing Panel, where you will have an opportunity to rebut the complaint, and if necessary, to the Board of Directors for resolution or the application of sanctions.

Owners' complaints against employees will be considered confidential and should be addressed, in writing. After careful investigation, the Association will respond, in writing, to the owner within a reasonable time frame.

Complaints from the Association against residents for violations of Rules & Regulations and/or Bylaws will be handled according to with procedures explained in each section: Parking, Valet, Security, Swimming Pool, Noise, etc.....

The Association is empowered, by law, to impose sanctions (fines) after proper notification to the resident.

Contracted Repairs to Apartments (See also: Noise, Elevators, and Service Personnel)

1. The owner must complete the Contractor's Package, with all requirements as listed within the package, in order to allow any type of work inside units.
2. All contractors must register at the front desk to obtain the temporary parking permit, after paying the parking fee
3. Contractors' parking will be outside the building and limited to the amount allowed in the area. No exceptions!!
4. It is strictly prohibited for the owner to give a key pass to a contractor in order to have access to our parking deck bypassing the front desk. When this situation arises, the Association will have no alternative but to invalidate, all key passes from that unit until the situation is corrected.
5. The use of the freight elevator for carting supplies, equipment, materials, and remove any construction debris requires a reservation.

6. The Association waste disposal contract does not include debris from construction for contractors working inside units.
7. Work is only allowed Monday through Friday from 9:00 am to 5:00 pm. Work is not allowed Saturday, Sunday, and Holidays. No Exceptions!
8. Your contractor must be notified of restrictions on noise, elevators use, and access of service personnel.
9. Changes in wall location, relocation of plumbing, electrical work, etc. require the use of licensed contractors, in compliance with all local and state laws, including obtaining permits and prior authorization from the Association. Rubbish left by contractors must be disposed of away from the building when work is finished.
10. Do not use the trash chute to dispose of contraction materials. The owner will be responsible personally for damages to the chute if contraction materials are improperly disposed of.

Cooking on Balconies

Cooking on balconies is against the law in the City of Miami Beach Fire Code and La Gorce Palace rules. As such, **cooking on balconies is strictly prohibited.**

Crime Watch

Security is everyone's business. Personally ensure that all doors and gates lock behind you. If you see something or someone suspicious, call the Front Desk at once at 305-867-1665 or the police (911). Please relay all relevant details, such as time, location, individuals involved, with a description and/or license plate.

Deliveries (See also: Moving)

The Association will not be responsible for loss or damage to property received and/or held on behalf of unit owners/renters/guests whether in the storage room, Valet Service, or at the Front Desk.

Moving into/out of the building is covered under a separate section entitled "Moving."

All construction materials (including carpeting and flooring, sets of furniture, or other large, bulky, or heavy materials) must be guided by the following requirements:

1. It must be delivered to the loading dock.
2. It must be delivered between 9:00 A.M. to 5:00 P.M. Monday through Friday.
3. You must reserve the elevator and loading dock ahead of time with the Concierge. See also "Elevators" for additional restrictions.
4. Delivery of small furniture or item that takes a single trip, up or down, does not require an elevator reservation and does not have to use the loading dock with the following conditions:
 - A. Do not use the front lobby or the front ramp.
 - B. Use the rear lobby and the rear door of the service elevator only.

5. Residents/Owners are liable for damages to the building caused by moving material in and out of the building.
6. Certificate of Insurance (COI) is required for all vendors lending services at the property. La Gorce Palace must be listed as certificate holder and additional insured.

Destruction of Property

Residents are financially responsible for damage done to any part of the building by themselves, their dependents, or guests.

- For your protection, Association must have access to your unit in the event of an emergency. If Management is not in possession of keys, the Association or Management will not be responsible for damage incurred by a forced entry in case of an emergency.

If you change or add locks to your door, you are required to provide a copy of the key to the Association. These keys are always kept under lock and are assigned a code number for identification that only the Association knows.

Remember that an emergency could also involve you or your loved ones in need of medical assistance.

Elevators

We have four elevators in the building and one elevator going from the seventh floor to the access door to the beach. The elevator with the rear door is a freight or service elevator and is available by reservation for moving.

- Proper attire, including shoes/sandals and shirts, is required when riding the elevators.
- Under no circumstance, residents or guests will ride in the passage elevator in only swimwear or when dripping wet from the pool or the beach. Appropriate cover-up mandatory!
- In the event of a fire or a fire alarm, the elevators will automatically take you to one of the lower floors and after opening the doors, go out of service, automatically.
- If you become stuck in one of the elevators at any time, do not panic. There is an emergency telephone inside the elevator. Use the telephone to call the Front Desk. In addition, the Concierge (Front Desk) will be able to see you with the closed-circuit camera operating in the elevators.
- Bicycles are not allowed in the elevators at any time. There are assigned bicycles storage enclosures on the lower floors of the garage. See the administrative office for details. See also the section (Bicycles).

The freight or Services Elevator is used mainly for moving large items and materials. This elevator has a back door that opens on the first floor for easy access.

- The elevator must be reserved at the concierge (front desk). Reservations are on a first-come-first-served basis.
- An application, fee of \$35.00 per four (4) hour window of use, and deposit of five hundred dollars (\$500.00) must be held in the administrative office during the time that the elevator is being used to transport deliveries, tools, materials or contractors working in the apartment.

Exercise Room

The exercise room is located on the seventh floor for the enjoyment of residents and their guests only. It is open from 5:00 A.M. to 11:00 P.M.

- Children under 12 years old are not permitted in the room for safety reasons, whether or not an adult present is supervising.
- Children between 12-16 may use the equipment when accompanied by a supervising adult who is at least 21 years of age.
- Use of proper and safe attire is required. No bathing suit allowed
- Please do not leave magazines and newspapers in the exercise room. Please pick up after yourself.
- Although we realize that some people prefer to exercise without lights, many different people with different preferences use the exercise room. As a matter of policy, the lights will be on when the room is in use. This is the normal situation at any commercial fitness center. However, if you prefer to use the exercise room without lights, you may do so if none else in the room objects. The lights should always be turned **OFF** when leaving the room.
- Selection of the television programming is on a first-come, first-served basis. If someone has the television tuned to a certain channel, use common courtesy and ask before changing the setting.
- Equipment is to be used inside the room and its removal is prohibited.
- Make sure you have clearance from your doctor before starting a fitness program. **The use of the exercise room is at your own risk.**
- No additional equipment is allowed in the gym. This includes personal gym equipment, donations, and /or any other items no listed in the gymnasium inventory.

Facilities

The facilities of La Gorce Palace Condominium Association, Inc. are for the exclusive use of Association members, their immediate families, tenants, and residents' houseguests.

- Owners who have rented their apartments forfeit their rights to use of the facilities while the apartment is rented, as these rights of use are now enjoyed by the tenant. All guests must register at the Front Desk.
- Members are expected to cooperate with the Association rules and the Board of Directors in the proper use of the common areas.
- Proper decorum and clothing are expected while using our facilities, including but not limited to the Lobby area, Social Room, Terraces, swimming pool deck, etc.

Fire / Evacuation

Familiarize yourself and your family with the fire exits. We suggest doing this, as well as checking batteries on any smoke detectors in your apartment, twice each year, to coincide with going on and off of Daylight Savings Time. Stairs must be used in case of evacuation: familiarize yourself with their location.

All residents should assemble outside the fence, behind the building by the beach in the event of an evacuation. Do not attempt to assemble in front of the building, as fire equipment will need all available space to mobilize as quickly as possible. We recommend the use of this point at the rear of the building

to facilitate finding relatives, friends, etc. in case of an evacuation. Familiarize your family with this important assembly point. A staff person with a radio will be present and will keep assembled residents in contact with the relief effort.

The fire alarm system is deliberately very sensitive and can be set off by a variety of stimuli, including heat, smoke, water pressure, fluctuations in the sprinkler system, pull station activation, electrical storm in the vicinity, electronic circuit malfunction, etc.

When the alarm sounds, the following will occur:

1. The alarm will ring at the fire control panel at the Front Desk identifying the location from where the alarm originated.
2. Staff personnel will be sent by the concierge to investigate the area immediately. He or she will be in radio contact with the concierge. An announcement will be made over the public address system, in English and Spanish, to disregard the alarm if the alarm was false. In the event of evidence of fire, the front desk will be immediately advised by radio to contact the Fire Department. We will attempt to extinguish any blaze using fire extinguishers if possible.
3. We will call the Fire Department. As a precaution, they will automatically dispatch fire emergency vehicles.
4. The elevators will go out of service, first dropping off passengers at the predetermined lower floor(s), typically the lobby level. Remain calm. You should take precautions to prepare for evacuation, in the event we advise you to do so.
5. **Do not call the Front Desk. The Front Desk cannot answer calls and direct the evacuation effort at the same time.**
6. You will be advised over the public address system (in your apartment) if there is any need to evacuate. In the unlikely event that the public address system malfunctions, we will dispatch personnel to each floor, to advise you of the need to evacuate.
7. When the alarm system is tested, proper information will be distributed in advance regarding the test

Front Ramp

- No parking is permitted on the front ramp at any time.
- The front ramp is reserved for valet parking and the pickup and drop off of passengers and emergency vehicles. Standing momentarily (while the driver remains in the car) is permitted while waiting for passengers unless valet/security instruct otherwise.
- The car will be parked by valet at the owner's expense if the driver has not returned to the vehicle after 10 minutes.
- Violators will be towed away at the owner's risk and expense without further notice!!

Garbage Disposal

- All garbage must be disposed of in sealed plastic garbage bags to minimize odor. Do not leave garbage bags on the floor of the trash room or in the hallway.
- Construction materials, furniture, hazardous waste cannot be disposed of on condominium property or through the condominium waste disposal system, which does not include the pickup of these items. You will need to make your arrangement to have these items properly disposed of off-site.

- Never attempt to stuff oversized materials (cardboard boxes, etc.) down the chute; chute jams can lead to expensive repairs, which you may personally be held accountable for. For disposal of cardboard boxes, call the Concierge (front Desk) to have someone from our housekeeping department remove them.
- Garbage disposal is prohibited except through the chute.
- Under no circumstances are construction materials, oversized items, including items such as cardboard boxes, rugs, or others alike are allowed to be disposed of using the chute. For all oversized items please call a junk removal company of your choice.
- Construction materials must be disposed of offsite by your workmen.
- Please Recycle!! Follow Instructions for Recycling onboard control panel.



Guests

- All guests must register with the concierge
- It is the owner or tenant's responsibility to notify (five business days advance warning is preferred) the association in writing when a guest will be arriving, and the length of their stay.
- The Association must approve anyone who resides more than twenty-nine (29) days in this building. Anyone staying longer than twenty-nine (29) days must complete an application with a processing fee for approval.
- Use of the unit as a hotel (frequent visitors) whether compensated or not, is strictly prohibited.
- Under no circumstance will short-term rentals/leasing be allowed. Therefore, no Airbnb or other similar methods are allowed. NO EXCEPTIONS! (see "Leasing" for further information on short terms rental/leasing prohibitions and other related information)
- The number of guests cannot exceed the number of persons allowed for the size of the unit (see occupancy)

Hallways (See also: Obstruction)

Hallways and Chute rooms must be kept clear of all obstructions and/or objects at all times. Do not leave anything- bottles, doormats, toys, sandals/shoes, garbage bags, or other items outside apartments. The hallways must be kept clear of ALL obstructions.

Hurricane Preparations

Owners/residents are advised that if they are going to be away from their apartments, during the hurricane season (officially from June through November), they must remove all objects from the balconies.

Hurricane Shutters

In order to maintain an attractive, uniform external building appearance, the Association has approved standards for the installation of hurricane shutters.

- 1. The approved shutters are roll-down shutters only. The approved color is white. The shutter installation must only be attached to the walls, and not to the floor slabs, to avoid possible expensive damage to post-tension cables in the floors and on the balconies.**
2. Owners must request and receive approval from the Board of Directors, before installing hurricane shutters.
3. Storm shutters shall ONLY be deployed during hurricane “watch” and hurricane “warning” situations
- 4. If going out of town, a resident may leave hurricane shutters down (while out of town) during the hurricane season, from June 1 – November 30.**
- ~~5.~~ Balconies cannot be enclosed with hurricane shutters.
6. Electrical wiring must be hidden inside the walls.
7. Shutters improperly installed, or in violation of the approved standards, must be removed at the owner's expense.

Insurance

While the Association maintains insurance coverage for common property, structure, and improvements. The Association policies do not cover the personal property and fixtures within your unit.

Owners should contact their insurance agents to ensure adequate coverage for the possessions in their apartments, as well as supplemental coverage, which might reflect the difference between replacement value and market value in case of total loss.

Lessees are also advised to carry apartment tenant’s insurance, available from your insurance agent.

All residents/guests parking their automobiles and/or bicycles on condominium property do so at their own risk.

Residents should not have the unrealistic expectation that if they experience a loss at the condominium, the association will function as an insurance company and compensate for the loss. That is the purpose of insurance. The association is not an insurance company.

Leasing (See also: Renting)

Based upon Article 30.12 of the Declaration of Condominium the following rules must be observed:

- (1) Only entire units may be rented. There shall be no subdivision or subletting of units. Tenants only may occupy units as single-family residences.
- (2) All leases shall be for a minimum period of six (6) consecutive months, and a maximum of twelve months. If a lease is terminated before the six- (6) month's term, the owner shall not be allowed to rent the unit until such time as the six (6) month's period has expired.**
- (3) The Board of Directors shall have the final authority to approve all leases and renewals thereof, which authority may be delegated to a Screening Committee.
- (4) **All leases and lease renewals must include both a copy of the lease and the association's approved Lease Addendum.** The Lease Addendum requires that the owner is responsible for the conduct and compliance of the tenant concerning association rules and regulations and that if it is necessary, the association may have the tenant evicted at the owner's expense, among other remedies. Further, the lease addendum provides that in the event the owner falls behind on his/her maintenance payments, the association has the right to collect the rent and apply it to the owner's maintenance account until the arrearage has been brought up to date. *Florida Statute 718.116(11)(a)*
- (5) Each prospective tenant must submit a completed screening application with the applicable fee of \$100 per application. Husband and wife may file a joint application. Upon receipt of all information and fees required by the Association, the Association shall have the duty to approve or reject all proposed leases within thirty (30) days of receipt of information for approval. All requests for approval not acted upon within thirty (30) days shall be deemed approved. **Applications for renewals of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement.** If the Association disapproves a proposed lease or renewal, the unit owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made or renewed.

The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

- (a) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (b) The application for approval on its face, or the conduct of the applicant indicates that the person seeking approval intends to conduct him or herself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.
- (c) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner, or occupant of a unit.
- (d) The person seeking approval has failed to provide the information, fees, or appearance required to process the application in a timely manner;
- (e) All assessments, fines, and other charges against the unit have not been paid in full.

Litter

Do not throw wrappers, bottles, cans, etc., on the grounds. Use the waste receptacles provided in the mailroom to dispose of any unwanted personal mail, advertisements, etc. Extinguish cigarettes in ashtrays, not on the floor or in planters. Help us keep the building looking clean and attractive at all times.

Lock-out

By law, the Manager of the building must keep a copy of the key to your unit to gain access in case of emergency. The keys are kept under lock and assigned a code that only the Manager of the building knows. Therefore, the use of the emergency keys is very restricted and available only with the approval of the Manager day or night. Residents should make sure that they carry the entrance key to their unit at all times. If due to negligence, you need access to your unit anytime before midnight, you will be charged fifteen dollars (\$15.00) before security opens the door for you. Emergency keys will not be available from midnight to 8:00 A.M. Please make sure that you carry the key when you exit your unit. (Residents who wish, may replace key locks on their front doors with combination locks (subject to prior association written approval) to avoid the possibility of a lockout. If you do this, advise the association of the combination for emergency entrance purposes.)

Mail / Package Delivery

Each unit owner is assigned a mailbox in the mailroom. The mail is usually delivered late in the afternoon. The Association does not have copies of the key to your mailbox. If you lose your key, you will have to arrange with a locksmith to have a new key made. For your convenience, make a copy of your mailbox key.

Deliveries of packages will be accepted only when addressed to individuals, not to companies, corporations, or partnerships. The mailboxes are for personal use only and not for business, as commercial use of the units is strictly prohibited. You will be provided with a notice of delivery on the same day that the package is received. Packages may be picked up Monday through Sunday from 8 AM to midnight. No packages will be provided past midnight.

Mail or packages accepted at the Front Desk are kept in our package area. **We accept no responsibility or liability for any article received by us on your behalf.** The latter means that any packages that are damaged or lost after being accepted by the Association will be the sole responsibility of the package owner. Packages are accepted as a courtesy to residents; however, you can opt-out if you choose to. You must notify the manager in writing if you do not wish us to accept packages for you.

Newspapers more than 3 days old, that have not been picked up, will be thrown away unless you notify the Concierge (Front Desk) to the contrary.

Place any unwanted advertising in the trash container, located in the mailroom. Do not leave them on the counter.

Moving

Moving into or out of a high-rise building is difficult. Planning in advance is necessary to minimize inconvenience to other residents.

Moving is only allowed Monday through Friday, between 9:00 A.M. and 5:00 P.M. Moving is NOT permitted on weekends and holidays. No exceptions!

You must reserve the elevator and loading dock in advance with the concierge. Two windows of time exist daily for reservations: 9:00 AM – 1:00 PM or 1:00 PM - 5:00 PM. If your move extends any time after your reservation/or elevator is used without reservation, you will be charged a penalty fee of \$100 per hour, or any fraction thereof, which will be deducted from your damage deposit.

When you are ready to move we will need the following:

1. A refundable check for five hundred dollars (\$500.00) as a deposit for damages and/or penalties. The security guard verifies that no damage occurred to the premises and that the move was completed on time. You must complete a Security Deposit Return Form in order to receive your security deposit back.
2. A non-refundable check for thirty-five dollars (\$35.00) of elevator rental fee is required for (4) hours use. Elevator reservations must be made with the front desk.
3. All moving companies must provide a certificate of insurance (COI), making La Gorce a Certificate Holder and additional insured. COI must be received and approved prior to the moving date.
4. If you are moving out, pack before your moving reservation begins. Do not have the movers arrive and pack your belongings while the elevator reservation time is running. If you are moving in, unpack your belongings after all your possessions have been moved upstairs and you are finished with the elevator.
5. Make sure your movers arrive on time. Explain that you have four (4) hours, no more in which to move all your belonging. Explain to the movers that there will be no exceptions for movers who arrive late, get lost, or have trucks that break down, etc.
6. The freight elevator is 10 feet in height. Do not leave behind furniture or any other large objects that you do not wish to take with you. If you do, you or your renter will be charged the cost of removing the object(s) plus a service fee of two hundred and fifty dollars (\$250.00). Cleaning the debris in the hallways, stairwells, loading dock or elevators is your responsibility. Of course, any damage resulting from the move will be assessed against you.
7. Tell your movers that they are responsible for the removal of all cardboard boxes and other moving materials off of the property. We do not have storage capacity in our limited trash facilities for discarded moving supplies. Do not damage the trash chute trying to stuff moving boxes into it; the expensive repairs to the chute which will result will be your responsibility.

Noise

High-rise living demands consideration from all residents for peaceful coexistence with neighbors. To ensure harmony, La Gorce Palace Condominium Association has established certain noise regulations.

1. Carpeting/Flooring must be installed over accepted padding to diminish sound transmission through the concrete slab floor to adjacent units.

2. Hard surface (marble, granite, wood) flooring requires prior written association approval, as well as inspection for the application of soundproofing material in sufficient quantity. Forms are available upon request in the administrative office, as well as approved standards for soundproofing. Hard surface floor covering must be installed over soundproofing insulation, which must comply with state and local laws and regulations and be approved by the Board of Directors. You are responsible for the cost of re-installing improperly installed flooring and soundproofing. If your soundproofing does not conform to the association's specified approved product(s), application of an alternative product is at your sole risk, if later determined to be inadequate or of lesser effectiveness.
3. Radios, television, and stereos must be tuned down at all times. Your neighbors do not need to know your preferences for music and TV shows. Please be considerate.
4. Do not allow your doors to slam. Open balcony doors sometimes result in front doors slamming inadvertently. The sound of doors slamming is a common complaint.
5. Dog barking is a nuisance and is not allowed. Please take the necessary steps to prevent and/or stop it. (See also: Pets.) *(Since we do not allow dogs, this rule is made with those who own an emotional support or service animal.)*
6. Except in cases of emergency do not honk in the garage. If you drive carefully inside the garage, honking will not be necessary.
7. For any noise complaints, especially after hours, please report to the City of Miami Beach code compliance, noise complaint division. Contact information is available online on the City of Miami Beach official website.

Obstructions

All public passageways should be kept completely unobstructed. Do not place rugs, mats, shoes, umbrellas, etc. outside your door in the common area hallways. NEVER leave garbage in the stairwells. See to it that your belongings are not left on sidewalks, or in entrances, driveways, passageways, patios, courts, elevators, vestibules, stairways, hallways, chute room, your parking area, or any other common area.

Occupancy

Maximum occupancy shall be as follows unless superseded by applicable zoning regulations:

1. One-bedroom apartment: Three persons
2. Two-bedroom apartment: Five persons
3. Three-bedroom apartment: Seven persons

Odors

Be discreet in using materials with strong odors.

Do not use materials that may become an annoyance to others.

Parking (See also: Automobiles, Front Ramp, Valet.)

Motor vehicles are parked in the garage at the owner's risk. The Association is not responsible for loss or damage to vehicles or their contents when stored on the condominium property. You should carry sufficient automobile and/or property insurance to cover any losses you might incur. Consult with your insurance agent to see that you have appropriate coverage.

Cars parked outside of the assigned place are subject to immediate towing at the owner's expense without further warning. Each vehicle's wheels are required to be within the confines of its own designated parking space. Do not park your vehicle on top of the line demarking your assigned space.

No vehicle may park in such a way as to impede the right of way within the garage.

Parking of more than one motor vehicle in a designated parking space is prohibited. Each parking space accommodates one motor vehicle at a time, no more.

Each unit has either a single or double parking space assigned by the developer as part of the real property of the unit. This is a legal real estate transaction covered by deed and cannot be changed or modified by the association. Each resident's car(s) license plate(s) must be recorded in the Business Office and monitored by the security personnel utilizing an adhesive parking permit placed on the interior of the driver's side rear window or as a hand tag attached to the rearview mirror. Lessees must have a valid copy of their current lease on file with the office in order to obtain a parking permit.

The association has a limited number of parking spaces for rent to residents. One additional parking space is available per unit, based on an annual rental fee (Jan. 1 – Dec. 31), on a first-come, first-served availability. If a space is not available, you will be placed on a waiting list, maintained by the administrative office. The Association does NOT guarantee the availability of additional parking space for each unit. If you move out of the condominium during the year, you will be refunded for the remaining whole months you have prepaid.

Boats, canoes, kayaks, surfboards, sailboards, etc. are not allowed in the garage or in the building.

Bicycles, boxes, automotive supplies, personal items, and or any other items, are not to be stored in or around the parking spaces in the garage area. The garage area is only for cars/motorcycles and must remain clear of other items at all times.

Note the height restrictions of 6'4" for vehicles wishing to park in the garage.

Personal washing or repairing of vehicles is not permitted anywhere in the condominium property, inside or outside.

Owners with vehicles leaking oil or other fluids must correct the problem promptly. Failure to do so will result in a fine being imposed until the leaking is corrected. Owners of vehicles with leaks are hereby put on notice that they will be liable for any injuries to pedestrians or to accidents resulting from the slipperiness.

To keep the garage gates in optimum working order and to maintain community security, the following rules are necessary:

1. Never follow another car through the open gate without first properly using your electronic key.

2. Each car must use its electronic key to enter the garage. Do not request the Concierge to open the garage gate for you, as this compromises our security system. Never try to force the gate open with your car. The gates are very heavy and delicately balanced; you will only cause expensive damage to the gates and endanger yourself. The electronic key operates the gate.

Personnel

All employees are under the supervision of the Manager of the building. The Manager must approve all requests for services by residents.

Pest Control

Residents wishing to have their units treated for pest control may do so by notifying the Concierge at the Front Desk. Extermination services will be performed on a weekly basis by appointment. You must be present to open/close the door for the exterminator.

Pets

Article XXVIII of the Declaration of Condominium provides as follows:

“No pets or animals shall be kept or harbored on the Condominium property or the confines of a unit. Residents that have a pet residing in the unit prior to the adoption of the amendment must register the pet with the Condominium Association within (30) days of the adoption of this amendment. These pets that are grandfather-in (registered pets) may not weigh in excess of (20) twenty pounds at maturity. (Note: The amendment prohibiting pets was adopted September 5, 1997.)

The word “pet” refers to dogs, cats, monkeys, birds, or any animal.

Pets must be carried at all times in common areas. No pets are allowed in the backyard.

Assistance Animals Guidelines:

In accordance with the governing documents of La Gorce Palace Condominium Association, Inc. (the “Association”), no pets are permitted on Condominium Property or within a Unit. The Association’s policy is to provide reasonable accommodations to disabled residents, in accordance with the laws of the State of Florida and with applicable federal law, such that a disabled resident may maintain a service animal or an emotional support animal (an “Assistance Animal”).

These Rules and Regulations regarding Assistance Animals (“Rules”) set forth the Association’s policy, procedure, and process with respect to Assistance Animals.

For purposes of these Rules, “Owner” shall refer to the owner of the animal being requested to be maintained, and may include a unit owner, tenant, or other resident or person residing in a Condominium Unit or using the Condominium Property.

1. An application must be submitted to and approved by the Board of Directors prior to any Assistance Animal being permitted to enter upon the Condominium Property or occupy any Unit.

1.1 The Association requires all of the following to be submitted with the application:

- Copy of color photographs of the animal, showing the animal from the front and sides (photographs must be taken no more than 10 days prior to the request)
- Proof of all inoculations required
- Proof of rabies license tag
- Proof of liability insurance covering the animal

1.2 If the requested animal is an emotional support animal, the following additional documentation must be provided to the Association with the application:

- Specific detail as to the accommodation requested
- Specific detail as to the qualifications and background/treatment history of the healthcare professional providing a medical opinion for the accommodation, in order to establish that such healthcare professional is qualified to make a diagnosis and has actually treated the Owner
- Confirmation that the Owner is a disabled individual as that term is defined in the Florida and Federal Fair Housing Laws
- Specific detail as to how the disability substantially impairs a major life activity
- Specific detail as to whether the requested accommodation is necessary to accommodate the disability
- Specific detail as to the manner in which the requested accommodation would alleviate the effects of such disability
- Specific detail as to whether the disability is permanent or temporary
- If the application is requesting accommodation for more than one (1) emotional support animal, specific details as to the necessity for each animal

1.3 If the requested animal is being claimed as a service animal, the following additional documentation must be provided to the Association with the application:

- Specific detail as to the accommodation requested
- Specific detail as to the qualifications and background/treatment history of the healthcare professional providing a medical opinion for the accommodation, in order to establish that such healthcare professional is qualified to make a diagnosis and has actually treated the Owner
- Confirmation that the Owner is a disabled individual as that term is defined in the Florida and Federal Fair Housing Laws
- Specific detail as to how the disability substantially impairs a major life activity
- Specific detail as to whether the requested accommodation is necessary to accommodate the disability
- Specific detail as to the manner in which the requested accommodation would alleviate the effects of such disability
- Specific detail as to special skills and/or training possessed by the animal, which allows it to specifically accommodate the disability of the Owner

- If the applicant is requesting accommodation for more than one (1) emotional support animal, specific details as to the necessity for each animal
- 1.4 All medical information submitted to the Association in reference to the Owner’s disability after having been reviewed by the board, will be kept confidential in an envelope marked “confidential” in the Owner’s folder.
 - 1.5 Falsification of any information provided with an application will result in the automatic revocation of approval of the Assistance Animal, the automatic disapproval of the animal, and the requirement that the animal be immediately removed from the premises.
 - 1.6 Pursuant to Florida law, the Association has the right to request reasonably reliable information regarding an accommodation request. Section 456.072, Florida Statutes, considers it a disciplinary offense for any Florida-licensed health care practitioner to provide information that someone is disabled without personal knowledge of the person’s disability or disability-related need for a specific emotional support animal. For out-of-state health care practitioners, Section 760.27, Florida Statutes, provides that information is considered reasonably reliable only if such practitioner has personal knowledge of the person’s disability, has provided in-person care or services to the person on at least one occasion, and is acting within the scope of her or his practice.
 - 1.7 All requests pursuant to these Rules are governed by the applicable provisions of Section 817.265, Florida Statutes, as amended from time to time, which provides that a person who falsifies information or written documentation, or knowingly provides fraudulent information or written documentation, for an Assistance Animal, or otherwise knowingly and willfully misrepresents himself or herself, through his or her conduct or through a verbal or written notice, as having a disability or disability-related need for an Assistance Animal or being otherwise qualified to use an Assistance Animal, commits a misdemeanor of the second degree, punishable as provided in Section 775.082, or Section 775.083, Florida Statutes.
2. Failure of the Owner to strictly comply with any provision of the Declaration, Articles, Bylaws, Rules and Regulations, or these Rules and Regulations will result in the automatic revocation of approval of the Assistance Animal, the automatic disapproval of the animal, and the requirement that the animal be immediately removed from the premises.
 3. A person with a disability or a disability-related need for an accommodation pursuant to these rules is liable for any damage done to the premises or to another person on the premises by his or her Assistance Animal.
 4. The Owner must retain full control of the Assistance Animal at all times. At all times while in indoor common areas, for sanitary, medical (i.e., prevention of allergic reactions), and cleanliness reasons, the animal must be either hand carried or transported in an animal carrier/wagon, under the complete custody and control of the Owner. At all times while in outdoor common areas, the animal must be kept on a leash of no more than six feet (6’) in length or placed in an animal carrier, under the complete custody and control of the Owner. Animals may only be walked in areas specifically designated for animal walking.
 5. If an Assistance Animal’s behavior constitutes a nuisance as defined in the Declaration of Condominium or is otherwise deemed dangerous in the sole discretion of the Board of Directors, the Owner will be required to immediately remove the animal from the premises. For purpose of this rule a “dangerous dog” is any dog, which (i) has bitten, attacked, endangered, or inflicted injury to any person or animal; (ii) has, without having been provoked, chased or approached any person or animal in the community in a menacing fashion; and/or (iii) been deemed/classified as “potentially dangerous” or “dangerous” or “vicious” by any governmental authority. Additionally, an animal’s behavior is considered a nuisance under the following circumstances:
 - Where the animal causes personal injury or property damage

- Where the animal makes an excessive amount of noise for an excessive period of time, beyond what is considered normal and reasonable
 - Where the animal is allowed to urinate or defecate anywhere other than designated areas
6. No animals are allowed in any of the following areas at any time:
- (i) the back yard;
 - (ii) the children’s playground;
 - (iii) the pool and/or jacuzzi;
 - (iv) the common area bathrooms;
 - (v) the gym, steam rooms, and/or saunas;
 - (vi) the social room; or
 - (vii) the pagoda BBQ pavilion
7. When the animal defecates, the Owner must immediately remove and properly dispose of all animal waste and must properly clean up after the animal at all times, in accordance with any and all provisions of the Association governing documents, including the Rules and Regulations, and any City or County law or ordinance.
8. No animal can be left unattended on any patio or balcony at any time.
9. When the Assistance Animal no longer reasonably accommodates the handicap, but the disability still exists, the animal must be immediately removed from the premises, and a new application must be presented to the Board of Directors if a replacement Assistance Animal is required.
10. When an Owner is no longer handicapped, dies, or no longer resides in the Condominium, the Assistance Animal must be immediately removed from the premises.

Pool Table

There is a pool table in the social room. All the accessories (cues, balls, chalk, pool rack) are available at the Front Desk. A refundable deposit of twenty-five dollars (\$25.00) and proper identification is required to borrow the equipment. You must be present while the pool is signed out in your name. Leaving others under eighteen to play pool in your absence will be ground for suspending this privilege in the future.

The minimum age for playing pool is eighteen (18) years old.

You are responsible for damages to the table, equipment, fixtures, as well as tidying up after yourself (i.e. throwing away any trash, repositioning chairs).

The pool table is professionally balanced. PLEASE DO NOT MOVE THE POOL TABLE AT ANY TIME.

Plumbing

Lavatories, showers, bathtubs, are not to be used to discharge rubbish, chemicals, polluted liquids that can damage or clog the pipes. The cost of repairs resulting from misuse will be the resident's responsibility.

Running water due to a leaky toilet valve can result in higher water bills and higher maintenance for the association. Please call for a free inspection to confirm the need for a repair.

Repairs

As a courtesy, not mandatory, our Maintenance staff can make minor repairs as a convenience to residents. The manager will determine what constitutes minor repairs. You will have to arrange for outside help if the problem cannot be fixed.

Orders for minor repairs must be placed with the Concierge, in person, or by telephone.

Maintenance is available by appointment, to make minor repairs in the units. Repairs will be done on weekdays between 1:00 P.M. to 2:30 P.M., his schedule permitting.

Some minor repairs provided include minor plumbing problems (i.e. clogs, unless these become a regular occurrence, in which case you will need professional assistance from a plumber), air conditioner problems, electrical problems, water pressure, etc. We charge \$ 25 per hour for minor repairs, subject to completion of association priorities, with a half-hour minimum charge.

Roof

Residents and guests are not permitted on the roof, specifically in the area from the curtain wall, where all pipes and machinery are housed.

Sanctions

All residents must comply with the **Rules and Regulations** as well as **the Condominium Documents**.

The Board of Directors is empowered by the law to enforce the Rules and Regulations and the Bylaws of the Condominium through appropriate legal remedies. In case of such legal action, the Association shall be entitled to reimbursement for attorney's fees and costs incurred in accordance with the provisions of the Condominium Documents and Florida Laws.

Non-compliance may be sanctioned in various ways, including fines; non-renewal of leases, referral to appropriate civil authorities (i.e., police) or to the association's attorney, or any other manner in which the Association may designate.

Screening (New Residents)

The Screening Committee/Board must approve all residents: (1) buyers, (2) tenants, and (3) long-term guests (over 30 days, guests are considered residents).

Miami-Dade County prohibits discrimination on the basis of race, color, religion, ancestry, national origin, gender, pregnancy, age, disability, marital status, familial status, and sexual orientation.

In no case will a tenant or buyer be permitted to occupy an apartment at La Gorce Palace Condominium before obtaining the approval of the Screening Committee and the Board of Directors. In the event this

provision is violated, legal action may compel the offender to vacate the unit. The owner will be fined to the maximum allowed by the law. Also, the Association will seek recovery of attorney's fees and costs incurred from the offending owner.

Article 30.1(b) of the Declaration of Condominium reads as follows:

“The Association approval of a sale or conveyance may be withheld if a majority of the whole Board so votes or by the unanimous vote of the members of the screening committee. Only the following factors may be deemed to constitute good cause for disapproval wherein the Association or a substitute purchaser would not be required to be designated to purchase the unit.”

- (i) The person seeking approval has been convicted of a felony involving violence to a person or property, or a felony demonstrating dishonesty or moral turpitude.
- (ii) The person seeking approval has a record of financial irresponsibility, including without Limitation prior bankruptcies, foreclosures, or bad debts.
- (iii) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant to take possession of the premises before approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.
- (iv) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a prior tenant, unit owner, or occupant of a unit.
- (v) The person seeking approval failed to provide the information, fees, or appearance required to process the application in a timely manner.
- (vi) The unit owner requesting the transfer has had fines assessed against him or her, which have not been paid.
- (vii) All assessments and other charges against the unit have not been paid in full.”

Article 30.6 of the Declaration of Condominium provides as follows:

There shall be deposited and delivered to the Association, a reasonable screening fee not to exceed one hundred (\$100.00) or the highest amount allowable by law, simultaneously with the giving of notice of intention to convey, sell, transfer and/or lease, for the purpose of defraying the Association expenses incurred therein.

The purpose of the Screening Committee or Board is twofold:

1. To ensure that all new residents and buyers are aware of and agree to the Rules and Regulations, the Bylaws, and the Declaration of Condominium of La Gorce Palace Condominium Association, Inc.
2. Condominium living is not for everyone. It requires community cooperation and respect for the rights of others living in close proximity. The Screening Committee/Board will discuss these concerns with the applicants to ensure compatibility. The results of a background investigation, interviews with former property owners, neighbors, employer(s), personal and financial references will be considered.

Leases for renewal require an updated application for approval. The Screening Committee/Board must act upon the renewal approval before the lease is validated. The renter will be checked for complaints, behavior, and compliance with the Rules and Regulations of the Association while living in the building.

Should the applicant is refused re-approval of the lease, the applicant may request an interview with the Hearing Panel to present any mitigating circumstances that he/she could have. The Hearing Panel will make its recommendations to the Board of Directors, whose decision will be final.

Service Personnel (Vendors and Contractors)

All service personnel is required to sign in and out with the Concierge in the Contractor's Log.

The building staff is NOT authorized to accompany your service personnel to your unit or be available to open the apartment and remain with your service personnel while work is performed, in your absence. You will have to make your own arrangements with management companies, real estate agents, relatives, house cleaners, etc. for entrance to your apartment, including giving them key access. Notify us in writing of the authorization for their entrance or they will not be allowed in the building. **We will not hold or receive keys for (or from) service personnel and we will not use the emergency keys for this purpose.**

Signs (See also: Bulletin Board)

No signs of any kind are to be placed on the property unless authorized by the Manager or the Board of Directors.

Social Room

There is one social room available to residents or owners for personal parties and functions.

The social room is available on a first-come, first-served basis. Reservations are made through the administrative office and are not finalized until all deposits and fees have been paid in advance and the associated administrative office has approved the request.

The maximum capacity for the social room is seventy-five (75) persons.

A vendors list must be provided if vendors will be working the event, and a certificate of insurance (COI) for all vendors must be provided listing La Gorce Palace as certificate holder and additional insured.

Smoking is prohibited in the social room, as it is prohibited in all of the interior common areas of the building

SERVING ALCOHOL TO MINORS (UNDER 21 YEARS OF AGE) IS AGAINST THE LAW in the State of Florida.

You are responsible for cleaning up all debris, food, etc. immediately after the party is over.

You will be required to sign an inventory tally with the administrative office before and after the affair. Missing furniture and/or damages will be charged to your damage deposit.

Furniture can NOT be moved out of the social room. The pool table is professionally balanced and cannot be moved.

The Association will NOT guarantee the availability of parking spaces.

Users’ fees and deposit requirements for the social room are as follows:

Reservation Deposit: Seven hundred (\$700.00) refundable upon completion of the event and verification of no damages to property by the administrative office.

Room Rental fee Two hundred dollars (\$200.00) not refundable.

Cleaning fee: Fifty dollars (\$ 50.00) not refundable.

Extra security service fee: \$100 for up to 5 hours of service, for events with more than 12 persons. The fee is then \$20 per additional hour or any fraction thereof.

Extras valet service fee: \$100 for one to five hours of service, for events with more than 12 persons. The fee is then \$20 per additional hour or any fraction thereof. *(Please note that the Valet Service fee is in addition to the regular Valet parking fee of \$10 per car)* However, **the Association can NOT guarantee the availability of parking spaces.**

	<u>Deposit</u>	<u>Fee</u>
Reservation Deposit/Damages (refundable)	\$700	
Rental Fee		\$200
Cleaning Fee		\$75
Extra Security (if over 12 guests): Up 5 hours		\$100
Security: Each add. Hr. or fraction	\$ 20	
Valet Service Fee (if over 12 guests): Up 5 hours		\$100
Security: Each add. Hr. or fraction	\$20	

Solicitation

Solicitation is prohibited within the Condominium property. The Manager of the Board of Directors must approve solicitation for special fundraising or charity, on a case-by-case basis. Distribution of handbills, advertisements, etc., directly to the units, or on the windshield of the cars parked in our parking areas, is PROHIBITED.

Solicitation of business by employees, in the way of business cards or another way of solicitation, on behalf of outsiders or residents, is strictly prohibited. Employees found to engage in these activities will be subject to disciplinary action up to and including dismissal.

Storage

Each unit is permanently one assigned storage space, either in the 7th-floor storage room or in the case of “01” or “03” units, on their respective floors. If you are unsure of what your assigned storage number is, request clarification in the administrative office. For fire safety reasons, no items may be left outside of the assigned storage locker, including those for the “-01” and “-03” units in the storage closets on the residence floors. Items left outside the individual storage lockers will be disposed of without further notice, without exception.

The Association does not assume any responsibility for items left in your assigned storage. Storage of flammables, including oil-based paints or thinners, gasoline, or other petroleum-based volatiles, is strictly prohibited in the storage areas.

Swimming Pool

Residents and guests that wish to enjoy the pool facilities do so AT THEIR OWN RISK. No lifeguard is on duty at any time. The Association assumes no responsibility for injuries or loss of life, whether La Gorce Palace employees are present or not.

The following regulations were established to ensure that all residents and guests have equal opportunity to enjoy the pool facilities:

- 1. Pool hours are from 6:00 A.M. to 10:00 P.M.**
- 2. “Pool Parties” are NOT allowed at any time.**
3. Residents are allowed four (4) non-resident guests, including children, per apartment when using the pool. The resident must accompany the guests at all times and is responsible for their conduct. The resident is expected to have familiarized himself/herself with the pool rules before inviting guests to share the pool resources.
4. **POOL GATES MUST ALWAYS BE KEPT CLOSED.** Failure to do so is to invite possible tragedy if an unsupervised child should wander through the gate and into the pool area.
5. A robe or other appropriate cover and shoes are required on your way to and from the pool to the building and elevators.
6. Proper swimming attire is required. Topless sunbathing or swimming is **PROHIBITED**.
7. While small rafts or floats are allowed in the pool, non-swimmers using these flotation devices should have an adult swimmer nearby and in the pool at the same time for safety reasons.
8. **NO** children under the age of 12 years are allowed in the pool area without an adult present and nearby.
9. Children not yet toilet-trained must use plastic pants or plastic-lined diapers while in the pool.
10. **NO** running, pushing, rough play, ball playing, or Frisbee allowed in the pool area at any time.
11. All persons coming into the pool area from the beach must remove sand and salt from their bodies by first showering. (The salt accumulates quickly in the water, and the pool must be cleaned for sand residue on the bottom, increasing our expenses, putting more wear and tear on our facilities.)
12. All bathers with suntan oil, baby oil, sunscreens, etc. must first shower with soap and water before entering the pool.
13. Eating within four (4) feet of the pool area is prohibited for sanitary reasons. Eating is only allowed on tables situated under the roof next to the social room. You are responsible for cleaning the table completely after your use.
14. **NO GLASS OBJECTS OF ANY KIND** are allowed in the pool area for safety reasons. Broken glass may require us to shut down the pool and have it drained to remove the clear glass from the pool bottom. Do not allow others to jeopardize the use of the pool for everyone.
15. **NO** pets, dogs, cats, etc. allowed in the pool and pool area.
16. **NO** glass containers are allowed in the pool and pool area.
17. Use of the Jacuzzi whirlpool is only allowed for children over 10 years old. Small children are **PROHIBITED** from using the Jacuzzi due to safety reasons.
18. **SECURITY GUARDS HAVE THE RIGHT TO ASK FOR IDENTIFICATION FROM ANY FACILITIES USER AT ANY TIME.**
19. The Bathing Load (maximum number using the pool at the same time) for our pool is fifteen (15).
20. During weekends and holidays, the number of guests may be limited at the discretion of the management.
21. **SECURITY GUARDS HAVE THE OBLIGATION TO ASK PERSONS BREAKING THESE RULES OR CONDUCTING THEMSELVES IMPROPERLY TO LEAVE THE PREMISES.**

Tile Flooring (See also: Noise)

Those owners contemplating hard surface floorings, such as marble, granite, tile, or wood, should be aware that there are minimum standards for soundproofing insulation, approved by the Association that comply with City of Miami Beach building codes. See the business office for details and authorization to install hard surface flooring.

Trash Disposal

Place all trash in closed plastic bags before depositing it in the trash chute on your floor. Do not leave garbage or boxes on the floor of the chute room for others to dispose of.

NEVER TRY TO FORCE OVERSIZE TRASH INTO THE TRASH CHUTE! You can either damage the chute door or cause the chute to become stopped up, resulting in expensive repairs.

Garbage bags too large to be disposed of through the chute, please call the front desk, and a staff member will come up and advise on how to properly dispose of them.

Construction materials, furniture, hazardous waste such as automobile batteries, flammable chemicals, cannot be disposed of on condominium property or through the condominium's waste disposal systems, which do not include the pickup of these items. You will need to make your own arrangements to have these items properly disposed of offsite.

NEVER LEAVE TRASH IN THE COMMON AREAS.

Valet Service

La Gorce Palace Condominium Association offers Valet Service as a convenience for the residents.

Although reasonable care is given, cars are parked at the owner's risk. No liability is assumed by management for loss or damage by fire, theft, or any other cause to, or by the vehicle while in the custody of management. All claims for adjustments must be presented before the vehicle is taken from the facility. Cars are driven, called for, or delivered at the owner's risk, and any person so driving becomes the agent of the owner solely.

Valet services include:

1. Assistance with groceries, packages, etc.
2. Guests valet parking on a fee basis.

Valet parking fees are as follows:

1. Each service for parking: Ten Dollars (\$10) 0-24 hours
2. Monthly prepaid valet is available at a discounted rate of \$180.
3. If the car will be placed in valet for over 24 hours, the valet must be prepaid.

Advance valet parking stickers, for cleaning help or visitors, can be purchased through the Valet office for four dollars (\$ 4.00) each.

ONLY THE VALET PARKING ATTENDANT IS PERMITTED TO DRIVE A CAR TO A VALET PARKING SPACE.

Waterbeds

Waterbeds are not allowed in any unit, because of the potential water damage to lower floors.