

WINSTON TOWERS 600 CONDOMINIUM ASSOCIATION, INC.

210-174TH STREET, SUNNY ISLES BEACH, FL 33160

PHONE: 305-932-4755 FAX: 305-933-4416

EMAIL: [WINSTON600@THE-BEACH.NET](mailto:WINSTON600@THE-BEACH.NET)

WEB: [WWW.WINSTONTOWERS600.ORG](http://WWW.WINSTONTOWERS600.ORG)

# WINSTON TOWERS 600

## Rules and Regulations

WINSTON TOWERS 600 CONDOMINIUM ASSOCIATION, INC.

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## RULES AND REGULATIONS

### **A. CAMPERS, TRAILERS, AND SIMILAR VEHICLES.**

- 1- No campers, trailers, or similar vehicles shall be kept on the Condominium Property.

### **B. GUEST PARKING AND OVERNIGHT PARKING**

- 1- There are some spaces allocated for GUEST PARKING, only guests may use these designated parking spaces. Guest parking is for guests only; any resident parking in the guest parking will be TOWED WITHOUT WARNING, AND AT THE VEHICLE OWNER'S EXPENSE.
- 2- Only automobiles, motorcycles and motor scooters may be parked in the visitor parking areas.
- 3- Guest parking will be monitored by security guards and any car not displaying a guest pass will be TOWED WITHOUT WARNING, AND AT THE VEHICLE OWNER'S EXPENSE.
- 4- Guest passes are issued by the guard at the gate, once the resident has cleared guest for admittance.
- 5- Guest passes will be identified with the unit # being visited, date, hour of entry to property, expiration date and time, and type of parking (day or overnight); all this information must be visible.
- 6- GUEST PARKING has a flat rate according to the time of day and length of duration of parking; these are posted at the building gate. Failure to pay the correct parking fee will result in the guest being denied guest parking until debts are paid.
- 7- OVERNIGHT PARKING will be monitored by security guards as follows:
  - a. At 11:00 P.M guard will patrol the guest parking spaces.
  - b. Guards will then place a phone call to let the guest know that the car must be removed from guest parking or the \$8.00 fee must be paid. If the guest does not remove the vehicle from guest parking, the unit owner will be responsible for the parking fee, and it must be paid no later than 5:00 P.M. the following day.
- 8- Parking payment can only be effected through credit card, debit card, or Money Order payable to Winston Towers 600 Condo Association; no cash allowed.
- 9- Guest parking spaces are painted white for quick identification by all.
- 10- Guest passes issued at the front gate must be displayed on the windshield. Any car parked in a guest space without a guest pass will be TOWED WITHOUT WARNING AND AT THE VEHICLE OWNER'S EXPENSE.
- 11- Guests parked without authorization in any space belonging to a resident will be towed off the property upon request by the owner of the space, or by order of the Association office, AND AT THE VEHICLE OWNER'S EXPENSE.
- 12- Fifteen (15) minute and handicapped parking spaces east of the lobby entrance are for guests and deliveries only. No vehicles with WT600 barcodes are permitted; any WT600 barcoded vehicle parked in these spaces will be TOWED WITHOUT WARNING, AND AT THE VEHICLE OWNER'S EXPENSE.
- 13- There is a four (4) hour courtesy parking limit on the handicapped parking space. If a vehicle will remain more than the allotted time, they must pay for parking according to the rates as indicated in article B-6, above.

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- 14- There is a fifteen (15) minute courtesy parking limit on the 15-minute parking space. If a vehicle will remain more than the allotted time, it must be moved to the guest parking area and must pay for parking according to the rates as indicated in article B-6, above. Any vehicle violating the time limit, and not moved, will be TOWED WITHOUT WARNING, AND AT THE VEHICLE OWNER'S EXPENSE.

## **C. RESIDENT PARKING AND VEHICLE TRAFFIC**

- 1- Unless the context indicates to the contrary, references in this section to automobiles shall include all motorized vehicles.
- 2- **AUTOMOBILES BELONGING TO RESIDENTS (OWNERS OR RENTERS) MUST AT ALL TIMES BEAR THE IDENTIFYING BARCODE READER ON THEIR VEHICLES. THIS BARCODE READER MUST BE DISPLAYED ON THE OUTSIDE OF THE GLASS ON THE LEFT SIDE PASSENGER'S WINDOW. THE BARCODE IS AVAILABLE AT THE ASSOCIATION OFFICE FOR A NON-REFUNDABLE ISSUANCE FEE. SECURITY PERSONNEL WILL PLACE THE BARCODE LABEL ON THE CAR ONCE PAYMENT HAS BEEN RECEIVED BY THE ASSOCIATION. NONCOMPLIANCE WILL BE REPORTED IMMEDIATELY AND IS SUBJECT TO FINES.**
- 3- The parking of vehicles in any unauthorized area is prohibited and any such vehicles will be TOWED WITHOUT WARNING, AND AT THE VEHICLE OWNER'S EXPENSE. Residents shall be responsible for compliance of their employees, guests, visitors and invitees, and shall bear all costs of enforcement.
- 4- Residents shall park in the spaces assigned to their respective condominium unit.
- 5- Some residents will be asked to temporarily park in other spaces when repairs are being conducted in the parking garage and/or outdoor parking lot. The Association Office will assign a temporary parking space in the Guest Parking area or in Association owned spaces, and will provide a permit that must be displayed and visible from outside the vehicle.
- 6- Persons renting parking space(s) from the Association office will be required to purchase additional barcode(s) for the car(s) for a non-refundable issuance fee. This barcode will be placed on the car by security once the resident pays for the barcode.
- 7- No automobile may be parked in a manner which blocks the ingress or egress of other vehicles or in any area designated for commercial use.
- 8- No parking is allowed, at any time, in front of the building's lobby entrance. This area is reserved for discharging and picking up passengers. Short term parking is permitted by the side entrances only for delivering, unloading and/or loading furniture and other items.
- 9- Posted speed limits and traffic directional signs must be observed at all times.
- 10- Excessive noise, loud talking, slamming of doors, racing of engines and the use of horns shall be avoided everywhere on the Condominium Property.
- 11- Only emergency car repairs may be made anywhere on the Condominium Property, such as flat tires, a broken windshield, battery charge, and/or locked keys inside the vehicle.
- 12- No car washing is permitted on the grounds.

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- 13- Residents can reserve the right to allow guests to use their unoccupied assigned parking space. Please notify the Association office or the security desk in order to avoid towing. If a resident wishes to allow a guest to use his/her assigned parking space, and he/she needs to use the guest parking, guest parking rates apply, and guest parking rules, as stated in article B, above, must be adhered to.
- 14- Unit owners can reserve the right to rent, or allow other residents to use, their unoccupied assigned parking space. The Association office must be notified in writing prior to the rental, or usage allowance, taking place, and the Parking Space Rental document and the Vehicle Registration Document must be completed; if available, a copy of the rental contract must be provided to the Association office. This parking space rental, or usage allowance, will be in effect until the parking space owner notifies the Association office in writing that the rental, or usage allowance, has been rescinded or lapsed. If the vehicle continues to park after the rental period, or usage allowance, has lapsed, or has been rescinded, the vehicle will be considered an unauthorized vehicle and will be TOWED WITHOUT WARNING AT THE REQUEST OF THE SPACE OWNER, AND AT THE VEHICLE OWNER'S EXPENSE.
- 15- Any two-wheeled motor vehicles, such as but not limited to motorcycles, scooters, mopeds, and motorized bicycles, shall be parked in the designated motorcycle parking or in the unit's assigned parking space, if it is not otherwise occupied by a four-wheeled motor vehicle. At no time can the vehicle be rested against any of the walls of the condominium or parked in any of the common area's grass, stone or walking areas even if it does not present an obstacle to vehicular or pedestrian circulation. Residents that own both a four-wheeled motor vehicle and a two-wheeled motor vehicle must rent an additional space for the two-wheeled motor vehicle.
- 16- Any unauthorized vehicle parked in a unit's assigned space will be TOWED WITHOUT WARNING AT THE REQUEST OF THE SPACE OWNER, AND AT THE VEHICLE OWNER'S EXPENSE.

## **D. BICYCLES AND OTHER WHEELED VEHICLES**

- 1- For the purpose of this section, references to bicycles shall include tricycles, scooters, and all other non-motorized wheeled vehicles.
- 2- Bicycles shall be parked or stored only in the area designated by the Association's Board of Directors.
- 3- Bicycles must be labeled with the unit number and name of the owner for identification purposes.
- 4- Bicycles shall **not** be parked, or stored, in hallways or on balconies.
- 5- Bicycles shall be carried when being transported; they may only be transported in the east and west service elevators and may only enter the building through the east and west doors. Bicycles shall **not** be transported, nor entered, through the lobby.
- 6- Bicycles shall **not** be ridden in elevators, through hallways, or any common areas including, but limited to, parking lots and walking paths.

## **E. POOL AND DECK AREAS**

- 1- The swimming pool may be used between sunrise and sunset. Excessive noise, loud talking, and shouting are always prohibited in the pool area.

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- 2- **THERE IS NO LIFEGUARD ON DUTY AT ANYTIME.** Any person using the swimming pool does so at his/her own risk. It is suggested that no one use the pool unless another person is present. No diving into the pool is permitted.
- 3- Children under four (4) years of age are required to wear waterproof diapers.
- 4- Children under fourteen (14) years of age are not permitted to use the pool unless they are accompanied and supervised by an adult.
- 5- Glass bottles, glass containers, ceramic or china dishware and other breakable items shall not be brought into the pool area.
- 6- Surfboards, inflatable toys, and similar items are not permitted in or near the pool area. Only safety flotation devices are permitted (i.e. aquatic flotation belts, toddler life vests, arm floaties, small kickboards).
- 7- Toys, bicycles, playpens, carriages, and similar items are not allowed in, or near, the swimming pool or on the patios, walkways, or other common areas near the swimming pool.
- 8- Food and drinks, except bottled water in plastic containers, are not permitted in the swimming pool or on the patios, walkways, or other common area adjacent to the swimming pool.
- 9- Chaise lounges shall not be reserved. All chaise lounges must be completely covered with a terry cloth towel. Towels shall conform to requirements adopted by the Board of Directors, if any.
- 10- Towels must be removed from chaise lounges when leaving the pool or sunroof area to make chaise lounges available to others.
- 11- The pool area should not be used for games which involve running, playing ball, or other boisterous activity.
- 12- Garbage must be deposited in the designated receptacles. Objects or debris of any nature shall not be thrown into the pool, on the decks, or in the planters; these must be deposited in the designated receptacles.
- 13- All persons must wear shoes and be dry when going to and from the pool and deck area. Women bathers must be covered with a beach robe or similar attire. Men must wear tops.
- 14- No pool equipment or furniture may be removed from the pool area.
- 15- No pets are allowed in the pool or on the deck area, and no animals of any kind are allowed in the pool. Only certified service animals in compliance with the American with Disabilities Act (ADA) are permitted on the deck area. (NOTE: emotional support animals are not certified service animals.)
- 16- The use of audio devices in the pool area will only be permitted with the use of headphones.
- 17- Disorderly conduct of any kind in the pool area is prohibited and shall be grounds for ejection from the area. Repeat offenders may be denied future access to the area.

## **F. TENNIS AND BASKETBALL COURT POLICY AND RULES**

- 1- The courts may be used only by residents and their guests. Guests may only use the courts when accompanied by their resident host(s).
- 2- Tennis court hours are from sunrise to sunset. No playing is allowed after sunset.
- 3- Basketball court hours are from 9:00 am to sunset. No playing is allowed after sunset.
- 4- Players must wear appropriate sportswear while on the court.
- 5- People not playing tennis are not permitted within the court enclosures.
- 6- Only one chair at the net, outside of the sideline, is permitted within the court enclosure.

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- 7- Drinks in plastic/metal containers (but not glass) and energy snacks are permitted on the deck area adjacent to the court, but not inside the net enclosure. Alcoholic beverages, soft drinks and food are not permitted in or adjacent to the court.
- 8- Hanging from the basketball rim is not permitted.
- 9- Children under fourteen (14) years of age must be accompanied by an adult.
- 10- While playing basketball no more than eight (8) players can play at the same time.
- 11- All residents shall exercise extreme care regarding excessive or loud noise.
- 12- Reservations for the court may be made with security guards.
- 13- Only residents may make reservations, and residents must accompany their guest(s) at all times while they are using the court.
- 14- Only one advance reservation per unit will be accepted at any given time.
- 15- All reserved playing times start on the hour, never on a fraction of an hour; for example, 9:00 to 10:00, never 9:15 to 10:15 etc.
- 16- Everyone making a reservation shall give names of his or her fellow players to the security guards upon making a reservation.

## **G. OTHER RECREATION AREAS**

- 1- Occupancy rules must be adhered in all recreational areas.
- 2- The recreation facilities are reserved for residents and their guests only. Guests must be accompanied by their resident host(s).
- 3- Children under seventeen (17) years of age are not permitted in the billiard room, the gyms, or the saunas unless accompanied by an adult.
- 4- Billiard room equipment must be signed out by the resident at the lobby security desk. Residents shall be financially responsible for any breakage, loss, or damage to the equipment.
- 5- The saunas are strictly single sex as indicated in signage. Occupancy rules must also be adhered.
- 6- When using the saunas please adhere to the following guidelines:
  - a. Take a quick, post-workout shower prior to using the sauna.
  - b. Enter and exit quickly. Saunas are airtight, to keep the heat inside. Opening the door releases heat and should be done expeditiously.
  - c. Coverings or attire such as a towel or bathing suit should be worn in the saunas.
  - d. It is never appropriate to sit nude directly on the bench, even if covered. Make sure to bring a towel you can sit on and take it with you when you leave.
  - e. Don't stretch out if the sauna is crowded.
  - f. If a group of people are using the sauna, do not adjust the thermostat without a consensus of the group. Keep in mind that you can also adjust the temperature to your personal liking by changing your seat level.
  - g. The heater in the dry sauna is electric. Ladling water onto the dry sauna rocks is strictly forbidden. If you wish the effect of ladling water on rocks, please use "Steam Sauna" option on controls.
  - h. Keep conversation low, and do not employ rowdy behavior. Saunas are designed for relaxation.
  - i. Do not shave, tweeze, brush your hair, or groom in any way while using the sauna. Do not leave litter of any kind behind, such as band aids or bobby pins.
  - j. Children under twelve (12) years of age shall not use the sauna.



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## **H. PRIVATE PARTIES**

- 1- Residents must submit a request to the Association office no later than 10 days prior to the party.
- 2- A guest list must be supplied to the Association office. The Association's manager will give a copy of the list to the security guards. The guards will refuse admittance to anyone not on the guest list.
- 3- The Association's manager has the authority to limit the area in which the party is held; party goers must stay within the confines of the reserved party space; no loitering or wandering is permitted. No pool parties allowed.
- 4- No party shall interfere with the rights of the residents.
- 5- A maximum of ninety (90) guests is permitted in compliance with fire marshal occupancy laws but is subject to any change in occupancy laws.
- 6- A non-refundable cleaning and security fee, and a refundable damages deposit is required at the time of reservation. The damages deposit will be refunded if no damage is incurred and the room is left in the same condition it was received.
- 7- There is a limit of four (4) parties per week.

## **I. ELEVATORS**

- 1- The only elevators through which furniture or household effects may be moved are the service elevators at the east and west side of the building.
- 2- Residents must notify the Association office at least forty-eight (48) hours before moving furniture, household effects, large objects, large deliveries, construction materials, etc. in, or out, of the building so the elevator can be padded and reserved for that use. The elevator can only be used for these purposes Monday through Friday between 9:00 A.M. and 5:00 P.M. The elevator must be reserved in advance and a non-refundable preparation fee, and a refundable damages deposit, must be paid in advance. The damages deposit is refundable upon assessing no damage was incurred, and usage time is adhered to.

## **J. LOCKERS AND STORAGE**

- 1- Residents may store their property in the storage lockers so designated by the Board of Directors for each unit. Property stored therein is at the sole risk of the respective owner.
- 2- No item which creates a risk of fire, explosion, leakage or danger shall be stored anywhere in the storage rooms. Items that do not fit in the storage bins may not be stored in the storage rooms; all items must be completely inside the bin, no object(s) can protrude.
- 3- The Association will not be responsible for loss or damage to any property in the storage rooms.
- 4- Residents storing goods in any unauthorized area, including but not limited to hallways, foyers, lobbies, or other portion of the common building, will have two (2) working days to remove such goods after receiving notice in writing from the Property Manager. If the goods are not removed after two (2) working days they will be disposed of.
- 5- Any items stored in unauthorized areas, such as, but not limited to, hallways, foyers, lobby, mailroom, recreational rooms, and utility spaces, will be confiscated and discarded and the owner could be subject to fines, and liable for the cost of removal.



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## **K. GARBAGE CHUTE ROOMS AND RECYCLING INSTRUCTIONS**

- 1- Garbage (including bottles and/or cans) shall be tightly wrapped in garbage bags before depositing into the disposal chutes. The bags must be of size which can fall freely down the chutes. Disposing of loose garbage will result in an automatic fine, and separate fines will cumulatively apply to each violation.
- 2- Lit cigarettes, cigars, or other flammable objects **MAY NOT** be disposed of down the chutes.
- 3- Large cartons and boxes shall be broken down and the resident needs to bring them down to the main east or west building garbage rooms using the east and west service elevators. The main building garbage rooms are located outside, on the west and east of the lobby floor.

## **L. MOVING**

- 1- Moving furniture or household goods in or out of the building may be done only Monday thru Friday between 9:00A.M. to 5:00P.M. Moving on holidays or weekends is strictly prohibited. **ELEVATOR USAGE WILL BE HALTED AFTER 5:00 P.M., REGARDLESS OF WHETHER THE MOVING IS COMPLETE.**
- 2- Residents must notify the Association office at least forty-eight (48) hours prior to the moving date.
- 3- A refundable damages deposit and a non-refundable preparation fee are required to be paid at the time of reservation. The damages deposit is refundable upon assessing no damage was incurred, and usage time is adhered to (see article I. ELEVATORS).
- 4- Moving trucks shall park only in the spaces designated by the Board of Directors.
- 5- Moving must be done by professional movers only. A copy of the commercial general liability certificate is required prior to move in/out.
- 6- U-HAUL, PENSKE, RYDER, or any other self-moving trucks are not allowed unless delivering medical equipment and/or upon authorization by the Association office.

## **M. SECURITY**

- 1- Visitors, tradesmen, solicitors, and the like, are to be announced to the resident by the security guards before being allowed on the property, if the guard has not been notified in advance of their arrival.
- 2- Unit owners and other residents shall not give building entry key FOBS or vehicle barcodes to tradesmen, real estate brokers, or other non-resident persons seeking casual or occasional entry. Any resident in violation of this rule will be liable for reprogramming the key FOBS and vehicle barcodes for all building residents.
- 3- Each resident is responsible for locking all doors which should be locked, including the storeroom door, and for observing security regulations.
- 4- No unlisted telephone numbers are to be given out by anyone.
- 5- The security guards should be notified immediately on any emergency, or any security violations.
- 6- Any law enforcement officers should be directed to the manager, or head security guard if after office hours.
- 7- Any suspicious person, or incident, shall be immediately reported to the security desk and/or the manager.
- 8- Emergencies requiring police or medical care should be directed to 9-1-1.

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- 9- Pursuant to Section 856.021 of the Florida Statutes, loitering, sitting, sleeping, “hanging around”, or prowling in the hallways and stairwells is strictly prohibited.
- 10- Per Florida Building Code, Fire and Life Safety, placing furniture or large protruding objects, decorative or otherwise, on the doors and hallways is strictly prohibited.

## **N. BALCONIES**

- 1- The installation of any hurricane shutters must be approved by the Board of Directors. The installation of storm shutters, storm windows or certain types of hurricane shutters is not permitted and must be approved by the Board of Directors.
- 2- A unit owner may neither screen nor enclose the balcony appurtenant to his unit or install any type of shed or similar object on his balcony.
- 3- No rugs, clothing, towels or other objects shall be dusted, shaken or hung from the balconies, or cleaned by beating or sweeping. Such actions are also prohibited in any hallway or exterior part of the building.
- 4- Nothing shall be hung or left on a balcony that will detract from the outward appearance of the building. This prohibition shall include, without limitation, signs, laundry, bathing suits, towels, beach mats, and/or mops; no provision of this should be constructed to prohibit a unit owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on the balcony appurtenant to his unit. (Please refer to article O. GENERAL, item 17)
- 5- Balconies shall not be used as storage areas. Bicycles should not be placed on balconies.
- 6- No object shall be placed upon a balcony to create a risk that the object may fall from the balcony.
- 7- Nothing shall be thrown or dropped from any balcony.
- 8- The watering of plants on the balconies and the sweeping and mopping of the balconies shall not be done in a manner which bothers persons in other units.
- 9- The hosing, or cascading large amounts of water, on balconies and screens is strictly prohibited.
- 10- No barbecues, or barbecuing, are allowed on balconies.
- 11- Leaving animals unattended in the balconies is strictly prohibited, even if they are restrained, or otherwise secured.

## **O. GENERAL**

- 1- Units may be used for **RESIDENTIAL PURPOSES ONLY**. In no event may more than two (2) people occupy a one-bedroom unit, nor may more than four (4) people occupy a two-bedroom unit, nor may more than six (6) people occupy a three-bedroom unit. These conditions are subject to applicable federal, municipal, county, and state laws.
- 2- Every unit owner is responsible for prompt payment of maintenance fees, assessments, fines and other charges authorized by the Association.
- 3- No unit owner shall be permitted to give direct orders, or directions, to any employee of the Association including the Association’s manager. All requests for service shall be directed to the manager. Except in emergency situations, the manager shall transact all business between unit owners and the Association, Monday through Friday, between 9:00 A.M and 5:00 P.M., at the Association office.
- 4- Unit owners and residents are responsible for providing accurate and updated contact information, mailing address, email and phone numbers.

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- 5- Each unit owner will furnish the Association's manager with a duplicate key to his/her unit. These keys will be kept in a locked cabinet in the condominium management office, and only the manager and one member of the Board of Directors will have access to the locked cabinet. These duplicate keys are to be used only to make possible essential maintenance or repair of common elements or to prevent damage to other units. They will not be used for admission of relatives, guests, servants or tradesmen unless authorized by the unit owner in writing at the office.
- 6- Before a unit is to be occupied by guests in the absence of the unit owner, a written guest identification notice listing names and length of the stay must be furnished to the Association's manager.
- 7- No unit owner or occupant may alter, change, or remove any furniture, furnishing or equipment in the common elements.
- 8- A unit owner shall be liable for the expense of any maintenance, repair, replacement, or damage to the common elements rendered necessary by such unit owner or any resident or guest of his/her unit.
- 9- Disorderly conduct of any kind is prohibited and is grounds for ejection from any portion of the Condominium property. Loitering is prohibited throughout the property.
- 10- Not unit owner or lessee, shall invite, in his/her absence, any person not in residence to use the condominium facilities.
- 11- All residents shall always exercise extreme care and refrain from making noise and using musical instruments, radios, televisions, amplifiers, etc. that may disturb other residents.
- 12- No food or beverages shall be consumed in any of the hallways, lobbies, or other common areas of the building.
- 13- No outdoor cooking is permitted, unless approved by the Association, and only in areas designated by the Association.
- 14- Residents and guests must not tamper with the air conditioning vents in foyers and other common areas.
- 15- No children under seventeen (17) years of age are permitted to occupy a unit unless their parent(s) or another authorized adult is in residence in the unit at the same time.
- 16- Hallways and common areas may not be used by tradesmen or workers of any craft to store, size, or cut any material or object or equipment of any kind. All such work, and any related clean-up work, must be accomplished within a unit.
- 17- The exterior of the condominium building, the units and all other areas appurtenant to a unit shall not to be painted, decorated or modified in appearance in any manner without the prior written consent of the Board of Directors which content may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors. Curtains or similar objects which are not white, beige, or similar color may not be hung, or otherwise displayed, from windows or glass doors. No unit owner shall cause or allow anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the condominium building (including, but limited to, awning, signs, storm shutters, screens, furniture, fixtures and equipment, etc.) nor shall any unit owner cause or allow the planting or growing of any type of shrubbery, flower, trees, vine, grass or other plant life outside the building (except as permitted on balconies) without the prior written consent of the Board of Directors.
- 18- **Smoking is strictly prohibited in all common areas, facilities and amenities located at the condominium property.**

# WINSTON TOWERS 600 CONDOMINIUM ASSOCIATION, INC.

210-174TH STREET, SUNNY ISLES BEACH, FL 33160

PHONE: 305-932-4755 FAX: 305-933-4416

EMAIL: [WINSTON600@THE-BEACH.NET](mailto:WINSTON600@THE-BEACH.NET)

WEB: [WWW.WINSTONTOWERS600.ORG](http://WWW.WINSTONTOWERS600.ORG)

- 19- When transferring or moving from one unit to another within the building, tenants must notify the office and submit a new rental application package. All requirements in the application package will need to be fulfilled and provided to the Association. The tenant will need to pay the current fees and deposits required when renting a unit. Once the background checks for the applicants have been collected, and only upon approval of the Association, can a tenant occupy a unit.
- 20- Residents wanting to use the cargo carts (luggage carts, supermarket carts, etc.) must fill out a form at the security desk prior to borrowing the cart. Carts shall be returned in a timely manner, otherwise, security personnel have the authority to collect the carts from the borrower. Untimely return of carts will result in an automatic fine.
- 21- **PETS: This is a no-pet building.** Only emotional support animals, and service animals are permitted in accordance with the bylaws. Prior to bringing an animal on condominium property, a unit owner is required to complete an emotional support and service animal application and furnish proper documentation sustaining the certification of the animal. Vaccination records and a color picture of the animal are required and must be updated yearly. Animals are not allowed to roam freely under any circumstances; they must be leashed, and muzzled if necessary, and, except for guide dogs, hearing dogs, and mobility assistance dogs, placed in a carrier when being transported through common areas and elevators. Pets must be transported in the east and/or west service elevators only. Animals are not to be walked at any time on the condominium property. Curbing animals on condominium property is strictly prohibited. The animal owner is liable for any damages their animal may cause. Only dogs and cats are allowed. Failure to abide by these rules will be subject to permission revocation, animal removal, and fines imposed. Renters are not allowed pets per condominium bylaws. Please refer to article 12.3 of the Condominium Bylaws for further information. In the event of conflicts between these rules and the American with Disabilities Act (ADA), the Housing and Urban Development (HUD), or the Fair Housing Act (FHA), the latter shall govern.
- 22- Engaging in activities such as, but limited to, feeding, petting, trapping, or harassing the wildlife anywhere on the property is strictly prohibited.

## **P. RENTAL POLICY**

- 1- Unit owners must receive prior approval from the Board of Directors before any lease takes effect, and the tenant occupies the unit.
- 2- There is a moratorium against leasing during the first twelve (12) months of new ownership; however, in the case of an existing lease, said moratorium shall commence upon expiration of the existing lease.
- 3- If a tenant vacates a unit prior to the end of the approved lease, the unit owner **MAY NOT** rent the unit again until the original approved lease term expires. Only one lease is permitted per calendar year.
- 4- Unit owners may not engage in transient rentals and must observe minimum lease terms as set forth in the Condominium Bylaws or as required by applicable law. Further, all leases must comply with Ordinance No. 201-522 of the City of Sunny Isles Beach, as may be amended from time to time. *Airbnb*, *HomeAway*, *couchsurfing*, and other similar short-term rental services are **STRICTLY PROHIBITED**.
- 5- Long term room leases are subject to the same application, screening process, application fee and rules as whole unit leases.

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- 6- Unit owners must notify the Management office, in writing, that an existing lease will be renewed, and a new Rental Packet must be submitted at least 2 months prior to the expiration of the existing lease, there will be no processing fee for renewals.
- 7- Moving from one unit to another unit within the building is considered a new lease, and the unit owner must submit a new Rental Packet and the tenant(s) must pay the processing fee and Security Deposit.
- 8- Security Deposit must be returned to the original issuer within 30 days of expiration of a non-renewed lease.
- 9- Rental Security Deposit must be deposited into a no-interest bearing escrow account and the transaction recorded in the Security Deposit register.
- 10- Units, and rooms, **MAY NOT** be subleased.

## **Q. VIOLATION POLICY**

- 1- Fines Associated with Rule Violations: Fines are assessed pursuant to Section 5.3 of the Condominium Bylaws. The Association may suspend unit owners and/or residents and their guests for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules and regulations of the association.
- 2- Corrective Action Time Frame: If a violation requires corrective action on the part of the resident (e.g. a resident's window shades are not an approved color so the resident will receive a fine AND must remove the shades), the written notice will specify how long the resident has to correct the violation before a subsequent fine is assessed. Further, the notice will outline the action the association may take if a violation requiring corrective action continues for an extended period of time (e.g. the resident refuses to take down the shades). Florida Statute 718.303(1) allows the Association to bring legal action against a unit owner or other resident for failure to comply with the rules and regulations, at the expense of the unit owner resident.
- 3- Violation Identification Process: When a violation is identified, it will be documented in detail pursuant to the following guidelines:
  - a. For visible violations (e.g., storing unapproved items on a balcony), a violation will be captured through a clear photograph of the violation for the association's records, *or* by written confirmation that the violation exists by any designated persons (i.e., the property manager, a member of the Board of Directors, or security personnel). If a unit owner or resident notices a violation, they should inform the property manager, and/or Board member(s), and/or the Security desk for verification.
  - b. For noise violations (e.g., loud music, dog barking), a sound recording of the noise may be taken by a designated person (or by the complaining homeowner/ resident) for the Association's records. If this is not possible, written confirmation of the noise should be obtained by TWO persons (i.e., the property manager, and/or members of the Board of Directors, and/or the security personnel).
- 4- Non-Owner Residents: All non-owner residents are required to abide by the rules and regulations of the Association and will be assessed fines if they fail to do so. Failure to comply with the rules and regulations, or excessive violations will result in non-approval of lease renewal. Unit owners are ultimately responsible for any unpaid fines incurred by their non-owner residents.
- 5- Violation Appeal Process: Residents are entitled to appeal a violation. Any appeal must be submitted to the Association in writing within fourteen (14) days after the infraction, or such longer period as may be prescribed by Florida's Condominium Act.
- 6- Failure to Pay a Fine: Failure to timely pay a fine will result in suspension of a unit owner's (and non-unit owner resident's and guest's) common element use rights. The Association may use a collection agency to collect past-due fines. The Association may prevent a unit owner from renting or selling a unit if such unit owner is delinquent in any payments owed to the Association.

# REFERENCE

## Americans with Disabilities Act (ADA)

*The ADA prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. It also applies to the United States Congress. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability. An individual with a disability is defined by the ADA as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment. The ADA does not specifically name all of the impairments that are covered.*

## Fair Housing Act (FHA)

*The Fair Housing Act requires owners of housing facilities to make reasonable exceptions in their policies and operations to afford people with disabilities equal housing opportunities. For example, a landlord with a "no pets" policy may be required to grant an exception to this rule and allow an individual who is blind to keep a guide dog in the residence. The Fair Housing Act also requires landlords to allow tenants with disabilities to make reasonable access-related modifications to their private living space, as well as to common use spaces. (The landlord is not required to pay for the changes.) The Act further requires that new multifamily housing with four or more units be designed and built to allow access for persons with disabilities. This includes accessible common use areas, doors that are wide enough for wheelchairs, kitchens and bathrooms that allow a person using a wheelchair to maneuver, and other adaptable features within the units. Even though residents have rights under the FHA, there are still situations in which a landlord, or Association, does not have to comply with this Federal law. These include:*

- ***When the animal is too large for the accommodation (size and breed restrictions)***
- ***Buildings that only have 4 (or less units) and the landlord lives in one of them***
- ***Single family house that is rented without a real estate agent***

**Certified Service Animals (CSA)** are dogs that are highly trained to do a specific task or service for the disabled person. The service can be anything from helping the person navigate through public places, to alerting them to an oncoming seizure or low blood sugar.

**Emotional Support Animals (ESA)** are animals that do not need any specialized training and are there to purely give comfort and love.

Florida State Statutes are available online on <http://www.leg.state.fl.us/statutes>



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## **EMERGENCY PLAN INFORMATION PACKAGE**

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**ONLY YOU CAN PROTECT YOURSELF FROM DANGER  
KEEP YOUR UNIT SAFE. BE PREPARED. ACT PROMPTLY. HELP OTHERS IF YOU CAN.**

September 10, 2012

Dear Residents of Winston Towers 600 Condominium:

Fire, emergency and life safety is one of the most important issues for all of us who live here. Included in this information packet you will find: The Emergency Evacuation Plan, a map for your unit, an emergency Plan information sheet, and an Individual Assistance Form to be filled out if you need assistance during an evacuation.

It is recommended that you read the packet from beginning to end and keep the Emergency Evacuation packet in an important, easily accessible place. Also, create and discuss an emergency evacuation plan and the items in this packet with the people who live in your unit. Set up a pre-determined meeting place, away from the building, in case of an emergency. This information is provided only as a service to you by Winston Towers 600 Condominium Association, Inc., The Board of Directors, Management Office, and shall not be held liable not responsible for your personal safety in the event of an emergency. The information contained in this packet is best on emergency best practices as researched on the Internet, with the Miami-Dade Fire Department, and by studying plans from buildings of similar configuration. The Association disclaims any and all liability, claims, injuries or other damages that may relate to or arise out of the use of this packet.

Should you have any questions, please contact the Association Office at 305-932-4755.



# \*\*\*NOTICE\*\*\*

IF YOU WILL BE GONE FROM YOUR UNIT FOR A PERIOD LONGER THAN 24 HOURS, PLEASE SHUT OFF YOUR MAIN WATER VALVE AND THE BREAKER TO YOUR WATER HEATER.

YOU MUST ALSO PROVIDE THE ASSOCIATION WITH A SET OF KEYS FOR YOUR UNIT FOR EMERGENCY ENTRY WHEN THE UNIT IS VACANT.