

SOLEIL AT FONTAINEBLEAU CONDOMINIUM ASSOCIATION, INC.

RULES & REGULATIONS

MONTHLY BOARD OF DIRECTOR MEETINGS

All board meetings are held at 8:00 P.M. at the Pool Club House area. All unit owners are encouraged to attend these meetings.

COLLECTIONS OF ASSESSMENTS

Gold Property Management & Associates, Inc. is the present management company, and it is responsible for collecting the monthly maintenance fees for Soleil at Fontainebleau Condominium Association, Inc. as per Section 14 of the Association's By-Laws.

THE ASSESSMENTS SHALL BE COLLECTED AS FOLLOWS

Liability for Assessments: A unit owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for All Assessments coming due while such person –as defined by Section 1.01(3) Florida Statutes is the owner of the unit. Additionally, a unit owner shall be jointly and severally liable with the previous owner for All unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right such unit owner may have to recover from the previous owner the amounts paid by such unit owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any common elements or by the abandonment of the unit for which the assessments are made or otherwise.

DEFAULT IN PAYMENT OF ASSESSMENTS

(By Laws 14.2)

Maintenance fees are due on the 1st of each month. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid. The interest rate adopted by the Association is ten percent (10%) per annum. After the 10th day of the month, if the Assessment remains unpaid, a late charge of \$25 will be charged to the delinquent account. The account will be turned to the Attorney for collection, with or without notice to the delinquent owner after two (2) payments past-due.

In the event that the Assessment is sent for legal collection, the Attorney will follow the Florida Statutes regarding notifications, lien and foreclosures, with the Association reserving the right to accelerate, for the rest of the fiscal year,

and request the remaining payments that should not be made not later than 10 days from such request.

DELINQUENT PAYMENTS APPLICATIONS  
(BY-LAWS 14.2)

Any payment received by the Association from a delinquent unit owner shall be applied to:

- 1st. Any interest accrued
- 2nd. The administrative fee(s)
- 3rd. Any cost and administrative late fee(s)
- 4th. The delinquent fees
- 5th. The accelerated Assessments if it is applicable

ASSISTANCE TO OWNERS

To facilitate the Assessments payments by owners, the Association would accept the following payment arrangements:

- a) Monthly Coupons and Mailing Envelopes for the fiscal year that will be provided to all unit owners. These coupons, together with the check should be mail to the bank to the address indicated in the envelope.
- b) Authorized Automatic Debit from the unit owner checking account
- c) Checks mailed directly to the Management company: All checks payments must be payable to Soleil at Fontainebleau Condominium Association, Inc. and mailed to Gold Property Management & Associates, Inc. main office located at 275 Fontainebleau Blvd #151, Miami, Florida 33172.

The Management company would not accept currency payment or checks that are not payable to Soleil at Fontainebleau Condominium Association, Inc.

For more information regarding your fees, please contact Gold Property Management & Associates, Inc.

OCCUPANCY AND USE RESTRICTIONS  
(By-laws Section 18)

In order to provide for congenial occupancy of the Condominium Property and for protection of the value of the units, the use of the condominium property

shall be restricted to and shall be in accordance with the following provisions and every unit owner shall:

- a) Promptly pay the Assessments levied by the Association
- b) Maintain in a clean and sanitary manner and repair his/her Unit and all interior surfaces within or surrounding his apartment Unit (such as the surfaces of the walls, ceilings, floors, etc.) whether or not a part of the Unit or Common Elements which are a part of the Unit, and maintain and repair the fixtures therein and pay for any utilities which are separately mastered to his Unit.
- c) Not use or permit the use of his Unit except for purposes consistent with the laws of government authorities having jurisdiction over the property.
- d) Not permit or suffer anything to be done or kept in his Unit which would increase the insurance rates on his Unit or the Common Elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.
- e) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Association, and to see that all persons using the Owner's property, by, through, or under him do likewise.
- f) Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building without the prior written consent of the Association. All trees not planted by the association in the common or limited common areas must be removed. In the event that trees planted in the common or limited common areas cause damages to the buildings or any adjacent unit, the repairs costs will be charged to the violating party.
- g) Allow the Board of Administration or the authorized agents of the Association to enter any Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as provided to the Association, then the expense of entry into a Unit for emergency purposes shall be borne by the Owner of the Unit.

- h) Show no sign, advertisement, or notice of any type on the Common Elements or his/her Unit.
- i) Owners, tenants or any resident shall not erect exterior antennas and aerials. The existing ones must be removed once the actual contracts expire. Damages caused to the buildings for the violation of this Regulation as well as any increase in the insurance premium will be assessed against the unit violating this obligation. In the event that winds detach and transport the existing dishes and said dish cause injury, death or property damages, the legal responsibility will be solely of the violating party and not of the Board of Directors or its agents or employees.
- j) Supermarkets or stores owned cart(s) are not allowed in the condominium. The violator of this Rule must bear the penal and civil consequences that may be brought upon by the owner of the cart(s).
- k) Access to the complex must be done through the entrance designed for such purposes. Access to the condominium by jumping the fence is forbidden.
- l) Notwithstanding anything contained herein to the contrary, a Unit Owner is permitted to respectfully display a Unit States flag. In addition, pursuant to 718.113(4), Florida Statutes, which was amended by Chapter 2003-23, Laws of Florida, effective July 1, 2003, a unit owner on Armed Forces Day, Memorial day, Flag Day, Independence day, and Veterans Day is permitted to display in a respectful way, portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, air Force, Marine Corps, or Coast Guard.
- m) Abide by any regulations regarding children as may be established by the Association, except that no regulations shall prohibit children from residing in or occupying a Unit.
- n) Make no repairs to any plumbing, air conditioning systems or electrical wiring within a Unit, except by plumbers, repairmen or electricians authorized to do such work by the management of the Association. Plumbing, air conditioning, and electrical repairs within a unit shall be paid for and be the final obligations of the Owner of the Unit.
- o) The Association shall pay for and be responsible for plumbing, air conditioning repairs, electrical wiring within the Common Elements.

The Association shall have the right to exclude unauthorized repairmen from the Condominium.

- p) All residents must register with the Property Management Company, and undergo a screening process. After the screening has been conducted, in the event that the person(s) is (are) authorized to reside in the condominium, the applicant(s) must be interviewed by the property management company, which will provide an authorization form to the resident as proof of acceptance. In the event that a resident moves or present a faked authorization, he/she will be evicted and sent to the attorney for legal action. Unauthorized residents will be evicted at the owner's expense.
- q) Any act by any unregistered resident that result in damages to the common elements or physical against any other resident will be the sole responsibility of the violating party or the owner.
- r) Residents moving in must show to the security person the authorization of the Property Management Company; failure to do so may prevent the security person to allow moving into the unit.
- s) As stated before, All applicants wishing to buy or rent a unit must be screened and approved by the Board of Directors. The applicant must request an application from the Property Management Company and disclose the names and other information of all aspiring residents as well as the police record.

t) PARKING

Owners and Tenants must use the parking space as provided herein as follows:

Parking facilities shall be used in accordance with the regulations adopted from time to time by the Board of Directors. Parking is only permitted in properly designated parking spaces, and no vehicle may park in any other common area, including but not limited to grass and walkways. A resident or owner shall use only the parking space specifically designated to his or her unit. The parking area shall be used for parking purposes only.

- 1) No vehicle washing, mechanical work, ball playing, bicycle riding, skating scooters, boats, trailers, truck tractor, trucks larger than a pickup truck, vehicles displaying for sale signs or advertising of any type, motorcycles, are permitted.

- 2) Commercial vehicles shall be allowed in the community in emergency purposes only (Plumbing, Electrical, and Medical services). Commercial vehicles are allowed to be parked in this community until 08:00 PM only. Commercial vehicles are not permitted after 08:00 PM and shall be towed immediately at owner's responsibility.
- 3) Vehicles displaying any license plate expired are not permitted in this community and shall be towed after 48 hours with no further notice.
- 4) Only two (2) cars per unit are allowed in the community.
- 5) Parking on grass, sidewalks, fire lines, double guest parking space, common areas, no parking zones, and blocking the entrance to any building are strictly prohibited and vehicles shall be towed immediately.
- 6) Residents moving in/out are allowed from Monday to Friday between 09:00 AM to 06:00 PM, Saturday from 09:00 AM to 05:00 PM.
- 7) Sunday moving is not permitted at any time.
- 8) Vehicles in this community must park Head-In at all time and display a parking permit after 2:00 AM; vehicles that are not authorized to be parked shall be towed after one warning sticker is posted.
- 9) Vehicles with any of the following noted problems may not be parked within the condominium community. Having body damage, inoperable condition, broken windows, and serious fluid leaks. Vehicles that by any reason had an accident and his/her own private parking space and will be allowed to park within the community for a maximum time limit of two weeks only if covered by a non transparent vehicle cover, subject to immediate towing if uncovered. This also applies to vehicles with missing body parts.
- 10) Vehicles are not permitted to park in Guest parking spaces for more than 24 continuous hours. Any vehicle that exceeds this maximum parking time limit is subject to immediate towing with no further notices.

11) For more information, in case of Emergency, you must contact:

786 307 8972

a) The Security Company at:

Monday Through Friday: 5 PM to 8 PM

Saturdays, Sundays & Holydays: 24 Hrs

b) The Employee:

Monday Through Friday: 8 AM to 5 PM

- u) Not replace and/or remove screens, jalousies or other enclosures on balconies, patios or terrace or on other parts of the building, even though such areas may be a part of the Unit, except with prior written approval of the Board of Administration.
- v) No balconies, patios or terraces shall be extended, enclosed or decorated in anyway whatsoever by a Unit owner without the prior written consent of the Board of Administration.
- w) Except as otherwise provided herein, not divide or subdivide a Unit for purposes of sale or lease. Sublease of any unit is not allowed.
- x) Not hanging of laundry, garments or other objects which are visible from outside of the Unit, except for draperies, blinds, shades, or other suitable window coverings. Motorcycles, flammable materials, exercise equipment, electrical artifacts, animal houses, ropes to hang clothes, or the deliberate use for any type of storage or anything that makes them unsightly, is not permitted in the balconies.
- y) Decorative window coverings shall not include any type of reflective film on any glass windows or doors. The exterior appearance of all window coverings shall be white in color.
- z) Hallways must not be blocked at any time. Movers must accommodate their items to allow free flow of residents without any kind of interruption. Any injury or damage to property due to the blocking of the hallways is the sole responsibility of the violating party.

## 12. ANIMALS, FLOORS & POOL

1. No livestock, reptiles, insects, poultry, or other animals of any kind shall be kept in any Unit except that usual and ordinary domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets within any Residential Unit provided that they are not kept, bred, or raised therein for commercial purposes or in unreasonable quantities or sizes.
2. As used in the Declaration, "unreasonable quantities" shall ordinarily mean no more than two (2) pets not to exceed fifty (50) pounds both (except with regard to quantities of fish) per Unit; provided, however, that the Board may determine that a reasonable number in any instance may be more.
3. Any dog which weighs more than twenty (20) pounds must be approved by the Declarant for so long as Declarant owns any interest in the Property, and must be trained and have an obedience certificate issued by a licensed training agency prior to being kept on the Project.
4. No potbellied pigs, snakes, pit-bull dogs, Doberman dogs, or any other animals determined in the Board's sole discretion to be dangerous or a nuisance may be brought onto or kept on the Project at any time.
5. The Board shall have the right to require that any pet which, in the Boards' opinion, endangers the health or security of any Owner or occupant of a Unit or creates a nuisance or unreasonable disturbance, be permanently removed from the Project upon seven (7) days written notice. If the Owner or occupant fails to do so, the Board may remove the pet.
6. Any pet which the Board's sole discretion, presents an immediate danger to the health, safety, or property of any Owner or the Occupant of the Unit may be removed by the Board without prior notice to the pet's owner.
7. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Property must be kept inside the living element of a Residential Unit (and shall not be left or located unattended on the Exclusive Use Balcony Area or Exclusive Use patio Area of that Unit), and must be held by a person capable of controlling the animal when outside of a Unit.

8. Furthermore, any Owner shall be liable to each and all remaining Occupants, their families, guests and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Project by an Occupant or by members of his family, his tenants or his guests.
9. It shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings on any public street abutting or visible from the Property and properly dispose of any animal waste.
10. Any Occupant who keeps or maintains any pet upon the Project shall be deemed to have indemnified and agreed to hold the Association, its Director's, Officers, and Agents, free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Project.
11. The Board of Directors shall have the right to promulgate Rules and Regulations regarding soundproofing of floors in connection with the installation of floor coverings.
12. No radios or tapes recorders may be played at the pool by any resident or guests of the property. Pool chairs may not be removed from the pool deck. All residents must provide proper identification to gain access to the pool. Residents must abide by the pool signs rules.
13. No parties may be held on the pool deck or other Common Element without the approval of the Association.
14. Owners must accompany their guests to the pool at all times. No more than two (2) guests are permitted at any time.
15. Owners may not do any construction or renovation without the written notification to the Association at least seventy-two (72) hours in advance.
16. The Association may reasonably restrict the time and manner of construction. Owners must provide copies of proper permits, licenses and insurance certificates and plans and specifications to the Association before commencing with work.
17. Skateboards, bicycles, tricycles, roller skates, and scooters, or any similar device, are not permitted running in the streets of the condominium. Damages to property or injury from such unauthorized

use of these artifacts will be assessed solely to the violating party, not to the association or the rest of the owners.

18. All construction or renovation in the unit may be done on Monday through Friday during the hours of 10:00 a.m. to 5:00 p.m.
19. Proper attire is required, including shirts and shoes, when walking through Common Elements.
20. No pets are permitted in the lobby or pool areas. Pets must be carried through the garage area and must be carried in designated service elevator.
21. Owners and residents must deposit their trash in the trash chute located on each floor.
22. No Unit shall be used for any of the following: cinema/movie Theater, bowling alley, skating rink, amusement gallery, pool hall, massage parlor, adult bookstore or adult video store, business which sells pornographic material, video game room, industrial or manufacturing use, or amusement arcade.

#### **23. LAUNDRY ROOMS & GARBAGE BINS**

The laundry room's doors must be kept closed if no one inside. The washers and dryers use are solely for the use of residents. Non residents are not permitted to use the laundry rooms in view of the negative impact in the water and electricity bills and other considerations. Unauthorized users will be considered trespassing and may be reported to the Police.

Do not dispose furniture, electronics, construction materials and big items in the containers. The garbage company will not pick them up, and the association must contract an outside company to remove them. The removal is not free. All of you pay for it.

The cost of removing of forbidden items from the bins will be taxed to the violating party and not to the rest of the owners.

The lids of the garbage bins must be open ALL the time. Do not close them as elderly and other residents may not be able to open them.

#### **24. TENNIS, GYM AND RACQUETBALL COURTS**

- a. The Tennis and Racquetballs courts are only for the purpose of playing by the residents and their guests from 9:00 AM to 10:00 PM
- b. A maximum of 4 persons are allowed on a courts at one time, with a limit of 3 guests accompanied by a resident.
- c. Singles and doubles plays are limited to one hour.
- d. No small children are permitted on the courts
- e. Children under 15 years shall yield court to other, unless accompanied by an adult.
- f. The following items are prohibited in the tennis court: pool furniture, bicycles, skateboards, tricycles, roller skates, baby carriages, scooters, food and pets. Violations to these rules shall be considered vandalism, and subjected to penalties under the law.
- g. The playing of other than tennis, including but not limited to volleyball, basketball, baseball, soccer, Frisbees, and softball is not permitted.
- h. No individual, organization, or entity of any kind shall use the tennis court for-profit activity.
- i. Tennis Etiquette must be observed at all times while in the court.
- j. Radios and abusive language are not permitted.
- k. Tennis sneakers should be worn at all times
- l. Players must keep the courts and surrounding areas clean.
- m. Proper tennis attire, including a shirt is required at all times. Sitting on the nets is considered vandalism and is not allowed, as well as pulling or abusing them in any form.
- n. Alcoholic beverages consumption, whether open or concealed are NOT permitted anywhere on property. Violators may be arrested by the Police.

## 25. COMPLIANCE WITH THE FIRE CODE

- a) All owners must comply with the Fire Code. No deadbolts or lock requiring a key to egress from the inside is permitted. No BBQs or Chinese boxes, or similar type of equipments are allowed in the balconies, restrictions which have been formally notified by the Fire Marshall, in writing, to the Association.
- b) The owner himself or herself must test annually the smoke detector, and notify, in writing, to the property management company that the smoke detector is in good working order.
- c) Access to the electrical meters rooms is forbidden. If the owner or tenant needs to access them, they should request permission from the management company.
- d) In general, it is the responsibility of the owner to comply with the Fire Code in every aspect related to his/her property.
- e) The Fire Marshall has notified the association that units violating the Fire Code will be assessed a fine of \$210.00. If in 30 days the owner fails to correct the violation, the fine will accrue and assessed for \$4,100.00. All fines will be charged to the violator and never taxed against the rest of compliant owners.

## 26. FINES

- a) The Association will assess fines against the violating party. The maximum amount of the fines will be \$1,000.00. No unit shall be rented or sold if there are unpaid fines. All owners will be given the opportunity to defend themselves and the fines held until a final resolution is decided by the Board.
- b) Any owner that improperly dispose of his or her property, such as mattresses, chairs, tables, TVs, etc by dumping them in the trash bins, will be assessed the removal cost, and fined \$200.00
- c) The Association may remove the parking privileges to unit owners whose assessments are delinquent. The parking privilege will be restored once the account is brought current.