

Key Biscayne Ambassador Condominium  
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## **HOUSE RULES AND REGULATIONS**

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Each unit owner or occupant shall abide by all laws, ordinances, rules and regulations now or hereafter enacted by either the Village of Key Biscayne, State of Florida, Miami-Dade County or adopted by the Board of Directors. Owners and renters are responsible for ensuring that house guests adhere to the Rules and Regulations.

Violation of any of these rules or regulations will result in a \$100.00 fine. Unpaid fines will be deducted from security deposits.

### **A. GENERAL USE AND OCCUPANCY:**

1. Each of the apartments shall be occupied and used only as a residence by the respective owners thereof, their tenants (prior approval having been obtained), families, domestic help and guests and for no other purpose. Business use is not permissible.
2. An apartment owner shall be liable for the expense of any maintenance, repair or replacement to the common elements rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees. All repairs must be approved by the Board of Directors prior to accomplishing the repair.
3. Moving furniture or household effects in and out of the building may be accomplished only between 9:00 AM and 4:30 PM., Monday through Friday. Saturday, Sunday and Holiday moving is prohibited. **Notify Manager one week in advance of your planned move. A \$250 non-refundable fee** (check made payable to Key Biscayne Ambassador Condominium) must be submitted to the office before the move is scheduled. This fee is to reserve an elevator for exclusive use of every move and wear and tear of common areas of the building.
4. Between 10:00 PM and 9:00 AM , **any noise** which can be heard in another apartment will not be tolerated. Please reduce sound level of all T.V. sets, radios, pianos, organs, etc.. This applies to not only noise from within your apartment, but also noise from the common areas, such as the parking garage, pool, etc.
5. A guest is one who occupies an apartment for two weeks or less. Any guest staying for a longer period of time shall be handled as a renter. Application and interview by the Board are required. A second security deposit (\$1,000.00) is not required.

6. Guests who occupy an owner's unit in the absence of the owner, **must submit a prior written or faxed guest identification notice** to the Manager listing the names of guests and length of stay. Guests **must** check in with the Manager notifying them of their arrival within 8 hours. Keys will **NOT** be made available to unannounced guests. This is for your security as well as the building's. If the office is closed, drop guest information in black box above outgoing mail box on second floor.
7. The common elements of the building shall be used only for the purposes for which they were intended.
8. Anyone walking in the common area of the building must be dressed appropriately. Bathing suits must be covered and shirts worn while inside the building.
9. No apartment owner or occupant may alter, change or remove any furniture, furnishings, or equipment from the common elements.
10. Children are not permitted to run or to play in the stairwells, halls, lobbies, elevators, or parking areas. Rollerblading, skating, skate boarding, bicycling or ball playing is not permitted anywhere in the interior of the building, nor outside in the swimming pool area, garage or parking area.
11. Recreation room may be reserved, provided a refundable \$200.00 deposit check is obtained to cover clean-up and damages if necessary. The owner and/or renter is responsible for any additional costs for damages above and beyond deposit amount. It is the user's responsibility to leave the room in the condition it was prior to use.
12. The Gym Equipment is for use by **ADULTS ONLY**- 18 years and older - *a safety regulation*. Gym will be available from 10:00 AM. until 10:00 PM. Keys may be purchased in the office during office hours at a cost of \$50 per key. For a short period of time (1 or 2 days), a key may be used with a \$50 refundable deposit.
13. No apartment owner or occupant shall, (except in specifically designated storage areas located on the second floor), place, store or maintain objects of any kind in the hallways, lobbies, stairwells, laundry rooms, walkways, grounds, outside garbage area, or in any other common areas.
14. The **hall closets** where the hot water heating units are kept are not meant to be storage areas. This is by order of the Fire Department. The Fire Department makes periodic checks of these closets. Residents will be warned and a fine levied if items are not immediately removed. Locks on these doors are **not** to be changed without permission from the management.
15. The filter in your air conditioner unit should be changed at least once a month. Unit owners are responsible for changing them. The air conditioner unit will perform better and be more efficient and economical to operate.

16. Grocery carts from **WINN DIXIE** supermarket **ARE NOT ALLOWED** inside the building. We have **five (5)** small grocery carts for residents to use within the building. Please return these carts, immediately after emptying them, to where we store them, so that they may be available for use by other residents.
17. All deliveries of magazines, newspapers, etc... except for the Miami Herald and Islander News ....should be mailed to the unit owner (US Mail) or delivered to unit owner's place of work.
18. **Bicycles** may be stored in the bicycle room on the second floor. A bike rack is also provided in the first floor parking area.

**B. BALCONIES:**

1. Nothing shall be hung from the balcony railings, walls or ceiling. (This shall include, but not limited to, bathing suits, towels, beach mats, mops, rugs, etc.).
2. Furniture, or other items, may not be moved over the balcony railings without prior consent of the Board of Directors. This includes contractor's items and carpet cleaning equipment.
3. Cooking on balconies with open flames device is prohibited by Florida State Condominium Law. A grill is available for your use in the pool area.
4. When leaving your condominium for more than two (2) days, please remove all furniture, plants, bicycles, etc. from the balconies and make sure that the glass sliding doors are locked. In the case of heavy winds, these objects may cause damage to the building and to cars and people below in the parking area.
5. Plans for enclosing balconies must be pre-approved by the Board of Directors. The specifications for enclosing balconies are available in the office. These plans must be submitted to the Board **PRIOR** to commencing any construction.

The unit owner will be responsible for the balcony enclosure. In the event of serious damage to the building, the building will be responsible to reconstruct the building (Common areas and Limited Common Areas) back to their original structure when the building was built in 1975. (before any improvements).

The Board of Directors does not permit the removal of the double glass doors separating the apartment from the balcony. During Hurricane Andrew (1992), balcony enclosures were blown off and considerable interior structural damage resulted in those units where the "double glass sliding doors" had been removed. The "double glass sliding doors" are part of the original construction of the building and help protect and seal the unit from damage.

**Note:** Balcony floors are not meant to be a waterproof ceiling for the balcony below them whether or not they are enclosed. Owners will be responsible for any structural damage, water leakage, etc., resulting from such enclosures.

C. **POOL AND POOL AREA:**

**WARNING: THE POOL IS CLOSED DURING ELECTRICAL STORMS. NEVER USE THE POOL OR POOL DECK AT THIS TIME OR ANY TIME YOU SEE LIGHTNING.**

1. **All persons using the pool, do so at their own risk.** Residents must accompany their guests in the pool area. Pool will be available from 8:00 AM until 10:00 PM.
2. **An adult must accompany any child 12 years of age or under in the pool area.** Running, ball playing or shouting is not allowed around the pool. Children must not play with the life ring or any of the safety equipment or tamper with the water supply pipe in this area. Violation of any of these rules could have serious implications for the Association should someone be hurt.
3. Please keep babies who have not yet been toilet trained out of the pool. This is for sanitary reasons and for simple consideration of others using the pool.
4. All pool users must always shower before entering the pool to remove tanning lotions, oils, creams, sand and tar. Bobby pins, hair pins, barrettes, etc., must also be removed before entering the pool.

Entering the pool without removing suntan and sunscreen lotions will:

- a. Make the pool water look greasy as these lotions float on the water surface.
  - b. Leave a black scum on the pool tile as these lotions flow into the gutter.
  - c. Clog the pool water filter decreasing their filtration and chlorination capabilities.
5. Please place a towel on the lounge chairs before using them. This will prolong the life of our pool furniture.
  6. Please do not throw coins or other items in the pool. The coins and other items may cause rust stains on the surface of the bottom of the pool and may also get caught in the filter system.
  7. **Please dry off before entering the building.** Do not drip water on the tile floors and in the elevators. This is for your safety as well as others.
  8. Glassware or breakable items are not permitted in the pool area. The use of paper or plastic items is suggested.
  9. Food is permitted in the pool deck area, but please do not take food into the pool. All food must be kept at least four feet from the edge of the pool.
  10. Please leave the pool area clean. Do not leave trash around the pool deck. There are trash receptacles for your disposable items.

11. Extinguish the charcoal fire after using the grill. Please, leave the grill clean for the next person.
12. Please lower the umbrellas after each use.

D. **GARBAGE CHUTE / DISCARDING GARBAGE:**

1. Non Recyclable Garbage.
  - a. Garbage should be put in plastic bags before depositing in the garbage chute at the east end of the hallway.
  - b. Nothing should be deposited in the garbage chute that might obstruct it.
  - c. Do not leave garbage, or garbage bags, in the garbage chute room; throw it down the garbage chute.
  - d. Large garbage items that do not fit in the garbage chute should be taken downstairs to the garbage trash room located on the ground floor at the east end of the building. All boxes must be flattened.
2. Recyclable Garbage
  - a. Recyclable items (glass, plastic items and newspapers) should be placed in the bins provided on the ground floor at the east end of the building.
3. Other items to be thrown out.
  - a. Large items to be thrown out such as mattresses, furniture, carpeting, appliances etc., must be disposed of at residents' expense.
  - b. Do not leave these items in the garbage chute room.
  - c. You will be charged for any items that you leave in the common areas of the building that need to be hauled away.
  - d. For guidance, see the Manager.

E. **PARKING:**

1. Guest Parking Spaces shall not be used by residents. If you need an additional parking space(s), please contact the Manager.

Residents parking in the guest spaces will be ticketed and repeat violators will be fined and/or may have their car towed.
2. Residents are provided with 2 guest permits for visitors. Any vehicle parked in the Guest spaces that fails to display a valid guest permit is subject to towing.

Residents having overnight guests staying longer than 3 days must contact the manager to be assigned a vacant parking space from a non-resident owner.
3. Please use your assigned parking space and instruct your guest to use only spaces designated for guests. If another vehicle is parked in your space, contact the Manager.

4. Parking by the side door entrance is for loading and unloading only. Do not leave your vehicle parked at the side door entrance unattended.
5. Vans, autos, or trucks with promotional advertising on them are not allowed to park in the parking lot except for service calls.
6. GOLF CARTS – Must be parked in assigned parking space and not in the guest parking area. Do not double-park car and golf cart. A charging area is provided on the first floor of the parking area. Special rules for golf carts are amended to these Rules and Regulations.
7. Any vehicle parked in an unauthorized area will be subject to towing at the owner's expense.
8. Vehicles that are inoperative, must not be stored in our parking lot.
9. Vehicles in the parking area must be kept in good repair. Owners will be fined for doing repairs in common areas and for oil drippings, or other damage to the parking area.
10. All vehicles parked in our parking lot must be registered and inspected.
11. A written notice must be on file in our office from any owner allowing another person to use their assigned parking space in their absence.
12. GUEST HANDICAPPED PARKING SPACE located in the front of the building is to be used only by "Guests" who visit the building who have a "Handicapped Parking Permit". Unit owners/residents, who have a handicapped permit, can not use this parking space as a second parking space. Violators will be ticketed, fined and possibly have your car towed away at owners/residents expense.
13. RENTAL OF OWNER'S PARKING SPACE (Limited Common Area) A unit owner may rent one of their assigned parking spaces in the building to any resident in the building. A unit owner can not rent a parking space to a non-resident of the building. A unit owner can not rent their parking space and then use the "guest parking" to park their vehicles. There are people in the building who would like to lease a extra parking space. Please inform the Manager if you plan to rent your parking space and complete a rental lease form.

**F. PETS:**

1. **NO PETS ARE PERMITTED IN THE BUILDING.** This includes dogs, cats, reptiles livestock, poultry, rabbits, birds, gerbils, and other household pets. No pets may be brought in by unit owners or their guests.

**G. SECURITY:**

1. Make sure all perimeter doors are locked - garage, pool entry, side entry, etc. Should a stranger arrive at the door when you are opening it, ask them to please press star plus the code number for the unit they are going to visit. **DO NOT ALLOW STRANGERS TO ENTER THE BUILDING.**
2. Do not exit through doors marked **ALARMS** except in the case of an emergency. This activates the alarm system which cannot be turned off without a special key.
3. Entry keys to the common areas shall not be given to tradesmen, day servants, real estate brokers or other persons seeking casual or occasional entry. The owner or occupant responsible for violating this rule shall be charged for the cost of installing new tumblers in the locks of all entry doors, including the cost for new keys for the building occupants. If you are changing your unit's lock, you must provide the office with a new set of keys.
4. A unit owner who contracts for alterations, maintenance, or repair to their unit, must notify the Manager in writing with the name of the company and the name of the workmen that will be working in the unit. All workers must be properly licensed and have workers compensation insurance to work in the building. (Our Workers Compensation Insurance requires all workers in the building to be licensed and have workers compensation insurance) We will not tolerate strangers in the building. Failure of the owner to notify the Manager could result in contractors/employees being refused entry into the building. (see Architectural Control, Section J).

**H. LAUNDRY ROOMS:**

1. Do not attempt to use FOREIGN COINS in the machines. They jam the coin mechanism and prevent proper function of the machines. There is a change machine located on the second floor to dispense quarters for laundry machines.
2. FILTERS in the dryers must be cleaned after each use. Laundry rooms and equipment must be left clean and available for others to use.
3. REMOVE CLOTHES from washers and dryers as soon as completed. DO NOT LEAVE CLOTHES soaking overnight in the washers. The washers are on a timed cycle and will not empty if the cycle is stopped.
4. LAUNDRY ROOM DOORS must be kept closed at all times.
5. Please use care in carrying detergents and bleaches to avoid damage to hallway carpets.
6. **Report equipment failure to the office.** Please put a note on any equipment not in working order so that further damage may be avoided by the next person attempting to use it.

**I. STORAGE ROOMS:**

1. STORAGE ROOM SPACE is very limited. Each unit has an area approximately 2.5' wide, 5' deep & 3.5' high . Please store your property against the wall in any of the three storage rooms whenever possible.
2. The only items allowed in the storage rooms are:
  - Luggage
  - Christmas Decorations
  - A maximum of five (5) boxes (each approximately 2'x2'x2').
3. All items must be clearly labeled with your unit number and your name. Any property not properly labeled will be subject to disposal. Old and unused furniture or appliances are not allowed in the storage room. Unit owners will be advised of improperly stored items and given enough time (30 days) to remove such items before such items will be disposed of.
4. When a unit owner rents their unit, they give up their right to use the storage rooms for their personal storage. The unit owner must remove their property from the storage room.
5. Any property not removed within 30 days after a unit has been sold, or after a unit has been leased, will be considered "abandoned" by the previous owner/renter and will be disposed of.

**J. ARCHITECTURAL CONTROL:**

1. No apartment owner or occupant shall install any machines, wiring, television antennas, air conditioning units or other equipment whatsoever on or to the balconies or the exterior of the building such that they protrude from the balcony, wall or window.
2. Each unit must contain the required number (1 or 2) of CERTIFIED FIRE CODE SMOKE DETECTORS. (Smoke detectors are required outside each bedroom door). These smoke detectors must be installed by a certified electrician. Battery operated smoke detectors do not comply with the fire code. The Association is subject to a fine for any unit not in compliance. DO NOT TAMPER or DISABLE these detectors.
3. When making alterations to the interior of the apartment, a copy of the specifications must be given to the Manager who, in turn, will present them to the Board of Directors for approval. Walls containing air ducts and piping for plumbing need special attention. This is for your protection because if there should be leakage, etc. you will be liable for any damages to other apartments or to the common areas. No modification of common plumbing drains or electrical installation will be approved.
4. No washer or dryer may be installed in any unit in the building.

5. All hard floor covering must be installed over a sound control substance such as a layer of Acousticork or Nobleseal. The installer's written proposal for said installation must be submitted to the Board for approval and approved prior to installation. Product specifications and floor installation instructions are on file in the Manager's Office.
6. No apartment or occupant shall make any additions or alterations to any common elements or, place or maintain thereon, any signs, posters or bills whatsoever, except in the accordance with such plans and specifications approved by the Board.
7. No apartment owner may change the exterior appearance of their unit without the PRIOR written approval of the Board. This includes any changes in the balconies and the installation of Hurricane storm shutters. Please see "Hurricane Shutter Specification" form in the condominium office.
8. All repairs or renovations in apartments must be done MONDAY through FRIDAY, 9:00 AM. to 5:00 PM. Emergencies, including plumbing, air conditioning, etc. and interior painting, are exceptions.
9. Balcony enclosure must be approved by an engineer and by the KBA Board of Directors as an alteration to the unit A request form "Balcony Enclosure Specifications" (File WP:Specbalc) must be completed, submitted to the KBA Board of Directors and approved by the KBA Board of Directors before any work can be done.
10. No contracted alterations will be Board-approved until a non-refundable check for \$250 is received by the office. This provides reserving an elevator for the exclusive and continued use of contractors during a renovation and including wear and tear on common property of the building.

**K. FINANCIAL RESPONSIBILITY:**

1. MAINTENANCE FEE: (Owners) The monthly maintenance fee is due in the Condominium Office on the first day of each month. Please pay on time to avoid a late payment penalty.
2. SPECIAL ASSESSMENTS: (Owners) Whenever a Special Assessment is imposed, a payment schedule will be created. All payments are due in the Condominium Office on the first day of each month indicated on that payment schedule. Please pay on time to avoid a late payment penalty.
3. NOTE that Florida Condominium Law permits the Association to collect any maintenance fees or Special Assessment payments from tenants that may be renting from any owner who may be delinquent in paying these fees.

**L. PURCHASE, SALE, LEASE OR OTHER TRANSFER:**

All Purchase/Sales Contracts and Lease Contracts must be approved by the Board of Directors prior to their effective date. This includes all renewals and extensions.

## **LEASES**

1. No unit may be rented or leased for a period of less than 12 months.
2. Overnight occupancy of a leased unit is limited to two (2) persons per bedroom at all times.
3. Sub-leases or assignments of existing leases are not permitted unless approved by the Board of Directors.
4. Completed Lease Applications must be submitted to the Manager's Office two (2) weeks prior to an interview. Foreign applicants who do not have a previous address in the USA must submit their lease applications to the Manager's Office thirty (30) days prior to interview. (Interview will be scheduled upon receipt of completed lease application).
5. A \$150.00 non-refundable Processing Fee must be submitted with the Lease Application. The check should be made payable to: Key Biscayne Ambassador Condominium Association, Inc.
6. A 250.00 non-refundable Moving Fee must be submitted with the Lease Application. The check should be made payable to Key Biscayne Ambassador Condominium Association, Inc. The moving fee is for reserving an elevator for The exclusive use of the move and wear and tear on common property for moves both in and out of the building.
7. A \$1,000.00 refundable Security Deposit must be submitted with the Lease Application. The Check should be made out to: Key Biscayne Ambassador Condominium Association, Inc. The security deposit is refundable at the termination of the lease, less any amount withheld by direction of the Board of Directors for damages to common areas caused by lessee and for fines levied for violation of Rules and Regulations. Landlord hereby acknowledges and agrees that said deposit shall be held expressly for the damage to the common areas and cannot be claimed for damage to the individual unit. Security deposits are co-mingled with the operating funds of the Association with a separate accounting of the security deposits.
8. A "guest" who stays more than two (2) weeks in a unit will be considered as a resident and must be approved by the Board of Directors as a renter/resident.
9. An owner who has rented his/her unit forfeits his/her right to the use of the common elements; i.e., the pool, parking lot, gym, storage area, etc. These rights belong to the renter.

## **PURCHASE/ SALE OF UNIT**

1. A completed Purchase/Sales Application for Purchase Approval must be submitted to the Manager's Office two (2) weeks prior to the interview. Foreign applicants who do not have a previous address in the USA must submit their application to the Manager's Office thirty (30) days prior to interview. (Interview will be scheduled upon receipt of completed application.)

2. A \$150.00 non-refundable transfer fee must be submitted with the Purchase/Sales Application. The check should be made out to: Key Biscayne Ambassador Condominium Association, Inc.
3. A \$250.00 non-refundable Moving Fee must be submitted with the Purchase Application. The check should be made payable to: Key Biscayne Ambassador Condominium Association, Inc. The moving fee is for reserving an elevator for the exclusive use of the move and wear and tear on common property.

### **Rules and Regulations for Golf Carts**

1. Resident must provide insurance policy for golf cart.
2. Resident must provide parking space number where golf cart will be parked. Golf cart cannot be parked in a parking space with another vehicle. Golf cart cannot be parked in a guest parking space.
3. Key Biscayne Ambassador parking sticker must be on windshield of the golf cart.
4. Refundable deposit of \$50.00 is required for the key. Key must be returned if unit is sold or if tenant moves and \$50.00 deposit will be returned. If resident loses the key, they will lose their privileges.
5. Annual fee for charging the golf cart is \$200.00.
6. Only one golf cart in charging area at a time. Golf cart cannot be in the charging area for more than 8 hours.
7. If rules and regulations are not followed, golf cart will be towed at owner's expense.
8. A registration form for golf carts is available in the office.

The owner is responsible for compliance to all Rules and Regulations set forth by the Key Biscayne Ambassador Condominium Association at all times. He is also responsible for informing and advising all guests and/or renters of the Rules and Regulations of the Key Biscayne Ambassador Condominium Association.

Thanks for your cooperation.

KEY BISCAYNE AMBASSADOR  
CONDOMINIUM ASSOCIATION, INC.