



## LEASE / RESIDENT ADDITION APPLICATION

BUILDING #: \_\_\_\_\_

UNIT #: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

PROCESSED BY: \_\_\_\_\_

### Application Checklist

- COMPLETE ALL SECTIONS OF APPLICATION INCLUDING:
  - LEASE ADDENDUM SIGNED BY BOTH LESSOR & LESSEE (Page 8 - 11) \*
  - GYM WAIVER (ONE PER APPLICANT)
  - SIGNED RECEIPT OF ASSOCIATION'S RULES & REGULATIONS
  - INSURANCE AGREEMENT – CONFIRMATION OF REQUIRED INSURANCE COVERAGE AND AGREEMENT ON TRANSPARENCY \**Must be completed by owner of the unit\**

### Required Documents

- COPY OF LEASE CONTRACT (NEW TENANTS) OR LEASE ADDENDUM (ADDITIONAL NEW TENANT)
- IF APPLICATION OR LEASE IS SIGNED ELECTRONICALLY YOU WILL NEED TO PROVIDE THE PROOF OF CERTIFICATE OF SIGNATURE AUTHENTICITY.
- NOTARIZED AUTHORIZATION LETTER FROM HOMEOWNER (ADDITIONAL RESIDENT)
- COPY OF DRIVER'S LICENSE AND SOCIAL SECURITY CARD(S) or VALID PASSPORT – ANY OF THESE TWO FORMS OF IDENTIFICATION
- COPY OF VALID VEHICLE REGISTRATION(S)
- HOMEOWNERS MUST PROVIDE ASSOCIATION A CURRENT CERTIFICATE OF INSURANCE WITH HOMEOWNERS PROPERTY INSURANCE WITH A PERSONAL LIABILITY COVERAGE OF A MINIMUM OF \$100,000.00 PER OCCURRENCE. *IF NOT PROVIDED THIS WILL DELAY THE APPLICATION PROCESS.* \*

### Required Fees (PLEASE SEE LAST PAGE OF APPLICATION FOR A COMPLETE/DETAILED LIST OF THE FEES)

All money orders or cashier checks need to be made separately

- APPLICATION FEE - \$100.00 PER PERSON OR COUPLE NON-REFUNDABLE (*MONEY ORDER OR CASHIER'S CHECK ONLY*)
- ADMINISTRATIVE & DOCUMENT STORAGE FEE - \$350.00 NON-REFUNDABLE (*MONEY ORDER OR CASHIER'S CHECK ONLY*)
- SECURITY DEPOSIT FEE - \$300.00 REFUNDABLE AFTER MOVE-OUT (*MONEY ORDER OR CASHIER'S CHECK ONLY*)
- PET REGISTRATION FEE - \$300.00 NON-REFUNDABLE (*MONEY ORDER OR CASHIER'S CHECK ONLY*)
- RUSH FEE - \$100.00 1 TO 2 BUSINESS DAY NON-REFUNDABLE (**RUSH FEE MUST BE PROVIDED IN MONEY ORDER OR CASHIER'S CHECK ONLY**) Completion date subject to application being 100% completed and all necessary documents turned in.

### Please read the following important information

- APPLICANT **MUST** READ & SIGN THE ORIENTATION PACKAGE THAT WILL BE EMAILED TO RECEIVE THE ASSOCIATION APPROVAL LETTER.
- SHOULD A POTENTIAL OCCUPANT MOVE IN WITHOUT PRIOR AUTHORIZATION, THE ASSOCIATION MAY IMPOSE FINES AND/OR PENALTIES ACCORDINGLY.
- A LEASE APPLICATION WILL NOT BE PROCESSED IF THE OWNER IS DELINQUENT ON THEIR MAINTENANCE DUES.
- APPROVAL TIME – **15 BUSINESS DAYS**
- THE COMPLETE CHECKLIST ON THIS PAGE MUST BE FULLY EXECUTED TO START THE PROCESS OF THE APPLICATION

**APPLICANT INFORMATION SHEET**

Property Address: \_\_\_\_\_ Unit #: \_\_\_\_\_

Lease Start Date: \_\_\_\_\_

Check One:  New Tenant  Tenant Unit Transfer  Resident Addition

**APPLICANT # 1**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Have you ever been convicted of a crime? ( ) Yes ( ) No

Home/Cellphone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

Previous Residency Address: \_\_\_\_\_

Own or Rented: \_\_\_\_\_

**EMPLOYMENT INFORMATION:**

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Position: \_\_\_\_\_ Period Employed: \_\_\_\_\_

**E-MAIL CONSENT**

I, \_\_\_\_\_, DO / DO NOT (Circle one) give consent to the Blue Lagoon  
Condominium Association to communicate with me via electronic transmission.

Signature: X \_\_\_\_\_

**APPLICANT # 2**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Have you ever been convicted of a crime? ( ) Yes ( ) No

Home/Cellphone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

Previous Residency Address: \_\_\_\_\_

Own or Rented: \_\_\_\_\_

**EMPLOYMENT INFORMATION:**

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Position: \_\_\_\_\_ Period Employed: \_\_\_\_\_

**E-MAIL CONSENT**

I, \_\_\_\_\_, DO / DO NOT (Circle one) give consent to the Blue Lagoon  
Condominium Association to communicate with me via electronic transmission.

Signature: X \_\_\_\_\_

Lease / Resident Addition Application

**APPLICANT # 3**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
Middle Name: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Have you ever been convicted of a crime? ( ) Yes ( ) No  
Home/Cellphone #: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Previous Residency Address: \_\_\_\_\_  
Own or Rented: \_\_\_\_\_

**EMPLOYMENT INFORMATION:**

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Position: \_\_\_\_\_ Period Employed: \_\_\_\_\_

**E-MAIL CONSENT**

I, \_\_\_\_\_, DO / DO NOT **(Circle one)** give consent to the Blue Lagoon  
Condominium Association to communicate with me via electronic transmission.

Signature: X \_\_\_\_\_

**APPLICANT # 4**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
Middle Name: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Have you ever been convicted of a crime? ( ) Yes ( ) No  
Home/Cellphone #: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Previous Residency Address: \_\_\_\_\_  
Own or Rented: \_\_\_\_\_

**EMPLOYMENT INFORMATION:**

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Position: \_\_\_\_\_ Period Employed: \_\_\_\_\_

**E-MAIL CONSENT**

I, \_\_\_\_\_, DO / DO NOT **(Circle one)** give consent to the Blue Lagoon  
Condominium Association to communicate with me via electronic transmission.

Signature: X \_\_\_\_\_

Names and ages of others **under** the age of 18 who will occupy unit

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DISCLAIMER & SIGNATURE**

PLEASE INCLUDE COPY OF DRIVER'S LICENSE & SOCIAL SECURITY CARD TO CONFIRM IDENTITY

**Please read and initial each item**

I / We understand that Blue Lagoon Condominium Association may cause to be instituted such investigation of my/our background and/or criminal background as Blue Lagoon Condominium Association may deem necessary.

(\_\_\_\_)(\_\_\_\_)(\_\_\_\_)(\_\_\_\_)

I / We authorize Blue Lagoon Condominium Association to make such investigation and that the Board of Directors of Blue Lagoon Condominium Association shall be held harmless from any action or claim by me/us in connection with the use of the information contained herein or any investigation conducted by the Association. (\_\_\_\_)(\_\_\_\_)(\_\_\_\_)(\_\_\_\_)

I / We agree to provide any additional information and/or documentation as requested by Blue Lagoon Condominium Association. (\_\_\_\_)(\_\_\_\_)(\_\_\_\_)(\_\_\_\_)

If this application is not legible or is not complete and accurately filled out, Blue Lagoon Condominium Association will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by omissions or illegibility.

By signing, the applicant recognizes that Blue Lagoon Condominium Association and/or (Screening Company) will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing police arrest record and mode of living, as applicable. This form is for the exclusive use of Blue Lagoon Condominium Association.

**Applicant # 1**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Applicant # 2**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Applicant # 3**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Applicant # 4**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SIGNATURE OF RECEIPT OF RULES AND REGULATIONS OF BLUE LAGOON CONDOMINIUM POLICIES**

I/We attest the receipt and acknowledged the rules and regulations of Blue Lagoon Condominium. I/We understand that if I do not comply be the rules and regulations, that I/We may be subject to any penalties that apply to the violation committed.

**Applicant # 1**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Applicant # 2**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Applicant # 3**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Applicant # 4**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**VEHICLE INFORMATION**

**Vehicle One:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Color: \_\_\_\_\_ Tag #: \_\_\_\_\_ State: \_\_\_\_\_

OFFICE USE ONLY: Space #: \_\_\_\_\_ Decal/Transponder #: \_\_\_\_\_

**Vehicle Two:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Color: \_\_\_\_\_ Tag #: \_\_\_\_\_ State: \_\_\_\_\_

OFFICE USE ONLY: Space #: \_\_\_\_\_ Decal/Transponder #: \_\_\_\_\_

**Vehicle Three \*\*\* (ONLY IF UNIT HAS A LEGAL SECOND PARKING SPACE):**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Color: \_\_\_\_\_ Tag #: \_\_\_\_\_ State: \_\_\_\_\_

OFFICE USE ONLY: Space #: \_\_\_\_\_ Decal/Transponder #: \_\_\_\_\_

**MOTORCYCLE INFORMATION**

**Motorcycle One:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Color: \_\_\_\_\_ Tag #: \_\_\_\_\_ State: \_\_\_\_\_

OFFICE USE ONLY: Space #: \_\_\_\_\_ Decal/Transponder #: \_\_\_\_\_

**\*HAVE COPIES OF REGISTRATIONS ATTACHED\***

**\*\*NO COMMERCIAL OR OVERSIZED VEHICLES ARE ALLOWED IN THE PROPERTY. NO EXCEPTIONS\***

**PET REGISTRATION**

Type of Pet (please check one): Dog \_\_\_\_\_ Cat \_\_\_\_\_ other \_\_\_\_\_  
(Please specify)

Name of Pet: \_\_\_\_\_ Breed/Color: \_\_\_\_\_

Markings: \_\_\_\_\_ Pet's Gender: \_\_\_\_\_ Pet's Weight: \_\_\_\_\_ Rabies License # \_\_\_\_\_

**Attach photo of pet here or bring your pet by the management office to be photographed**

**The Blue Lagoon Condominium Association requires a non-refundable pet fee of \$300.00.**

I/we understand and are aware of Blue Lagoon Condominium Association (the "Association") rules, regulations and restrictions regarding pets on the property and agree to abide by them. It is further understood that if the pet is or becomes a nuisance or annoyance or interferes with the rights or enjoyment of others including, but not limited to, any noises or smells emanating from the pet or the premises, I/we agree to provide alternate housing for the pet.

**OWNER:**

**Applicant Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Office Use Only**



**BLUE LAGOON CONDOMINIUM ASSOCIATION LEASE ADDENDUM**

THIS ADDENDUM made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is attached to and forms an integral part of the lease to which it is attached, dated \_\_\_\_\_, \_\_\_\_\_ for a term commencing \_\_\_\_\_ and expiring \_\_\_\_\_ (hereinafter referred to as the "Lease") by and between \_\_\_\_\_ (hereinafter referred to as "Owner" or "Lessor") and \_\_\_\_\_ ("hereinafter referred to as "Lessee") for Unit # \_\_\_\_\_ of Blue Lagoon Condominium located at \_\_\_\_\_ NW 7<sup>th</sup> Street, Miami, Florida 33126 (hereinafter referred to as the "Unit"). In the event this Addendum conflicts with, varies or modifies the terms and provisions of said Lease, then in such event, the terms and provisions of this Addendum shall control and govern the rights and obligations of the parties.

WITNESSETH:

WHEREAS, Lessor is the Owner of the Unit, and wishes to lease said Unit to Lessee: and

WHEREAS, pursuant to the Condominium's Declaration of Condominium (the "Declaration"), any tenant under a proposed lease for any of the units within Blue Lagoon Condominium (the "Condominium") must first submit an application with BLUE LAGOON CONDOMINIUM ASSOCIATION, INC. (the "Association"), and in connection therewith, the Association is requiring that this Addendum to Lease be executed by Lessor and Lessee.

NOW, THEREFORE, in consideration of the terms set forth herein and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. All capitalized terms set forth in this Addendum shall have the meaning as set forth in the Declaration unless the context otherwise provides.
3. Lessee shall abide by and comply with the provisions of the Declaration of the Condominium and the Association's By-Laws, Articles of Incorporation and Rules and Regulations, as same may be amended from time to time (hereinafter referred to as the "Governing Documents") and shall comply with all laws, ordinances, regulations and administrative rules applicable to the Unit and/or the Condominium, including, but not limited to Chapter 718, Florida Statutes (the "Condominium Act"). By executing this Addendum, the Lessee acknowledges receipt of the Governing Documents from the Lessor and acknowledges its review and understanding of same. In the event of any violation of the Governing Documents and/or the Condominium Act, Lessee and Lessor agree to be held jointly and severally liable
4. for any and all claims, damages, charges and any other obligations that may be due as a result thereof, including, without limitation, any fines, fees or penalties that the Association may impose against Lessor and/or Lessee as a result of any said violation. In addition to any other rights or remedies the Association may have, in the event of any violation of the Governing Documents and/or the Condominium Act, the Association may pay any fines, fees or penalties due in connection with said violation from the Security Deposit (as hereinafter defined).
5. In the event Lessor is delinquent in the payment of any regular maintenance assessments or special assessments due to the Association by more than ten (10) calendar days after the due date, the Association shall notify the Lessor of such delinquency by certified and regular mail to the last address furnished to the Association by Lessor and shall also notify Lessee of same by regular mail to the Unit address. Upon receipt of such notice, Lessee shall immediately pay to the Association the amount of such delinquent assessment, including late fees, interest, collection costs and attorney's fees (if any), and shall deduct such sums paid to the Association from the next rental payment. In the event the amount due to the Association exceeds the monthly rental amount due by the Lessee, the full amount of the rent for the Unit shall then be payable by the Lessee directly to the Association until all past due maintenance assessments and/or special assessments are paid in full. Any rental or lease payment received by the Association shall be first applied to all past due maintenance

**Lease / Resident Addition Application**

assessments and/or special assessments, and any remaining balance shall thereafter be paid to Lessor by the Association. Notwithstanding the foregoing, in the event the sums owing to the Association exceed the Lessee's rental payment, Lessee shall not be obligated to pay any sums in excess of such rental payment to the Association. If any excess sums are due to the Association, the Lessee is authorized to continue to deduct such sums from each rental payment installment until such sums have been paid in full. Any such deductions by the Lessee shall not constitute a default by Lessee of Lessee's obligations under the Lease.

- 6. In the event the Lessee fails to pay delinquent assessments and costs and fees incidental thereto, the Lessee shall be deemed in default under the Lease and subject to eviction proceedings as described in paragraph 6 of this Addendum, in addition to all other remedies the Association may have. The collection of rental payments from the Lessee shall not be deemed an election of remedies, and the Association may still proceed to collect delinquent assessments in accordance with the Governing Documents and the Condominium Act, including, but not limited to, the filing of a claim of lien, foreclosure, and personal money actions.
- 7. Lessee agrees to abide by the terms and conditions of this Addendum, the Lease, the Governing Documents and all applicable laws, ordinances and regulations. If Lessee fails to comply with any of the terms or conditions of this Addendum, the Lease the Governing Documents or any applicable laws, ordinances and regulations, Lessor shall promptly commence action to evict Lessee. If Lessor fails to promptly commence action to evict Lessee, Lessor hereby fully authorizes the Association, as the Lessor's agent and attorney in fact, to commence eviction proceedings. Additionally, Lessee hereby expressly and conclusively consents and grants to the Association, and further expressly acknowledges and agrees that the Association has, all requisite right, power and authority to evict Lessee upon any violation, default or other failure to abide by any of the terms or conditions of this Addendum, the Lease, the Governing Documents and all applicable laws, ordinances and regulations. In the event the Association files an action for eviction, the Lessor and the Lessee shall be jointly and severally liable for all attorney's fees and costs, including appellate proceedings. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings or to preclude the Association from pursuing any other available legal remedies.
- 8. Prior to occupancy of the Unit, Lessee shall be required to place in escrow with the Association a security deposit of \$\_\_\_\_\_ (the "Security Deposit"), which Security Deposit may be used by the Association to repair any damages to the Common Elements or Association property resulting from any acts or omissions of the Lessee (as determined in the sole discretion of the Board of Directors). The Lessor shall be jointly and severally liable with the Lessee to the Association to affect such repairs.

Such Security Deposit shall be administered in accordance with Part II of Chapter 83, Florida Statutes. Lessee shall not be entitled to interest on said Security Deposit. In the event any portion of the Security Deposit is used or applied by the Association prior to the expiration of the Lease, Lessor and Lessee shall be jointly and severally responsible for replenishing same to the original amount required hereunder within ten (10) days of demand thereof by the Association, failing which the Lease and Lessee's occupancy of the Unit may be terminated by the Association.

- 9. The Unit shall be possessed, occupied and utilized solely for the purpose of a private single family residential dwelling and for no other purpose. Lessee warrants and represents that the only occupants of the Unit will be the following individuals:


**No other persons except those set forth hereinabove may reside within or occupy the Unit.**

- 10. The Association and/or its authorized agent(s) shall have the irrevocable right to have access to the Unit as may be necessary for inspection, maintenance repair or replacement of any Common Elements accessible therefrom, or for making emergency repairs necessary to prevent damages to the Common Elements or other units. Should the locks to the entry door(s) be changed at any time, Lessee or the Lessor shall promptly provide to the Association a full set of copies of the keys to said locks.
- 11. The Lessee shall not assign the Lease, nor sublet or permit the Unit or any part thereof to be used by others without said assignee, subtenant or other party using said Unit first submitting a corresponding application with the Association as required under the Declaration.

**Lease / Resident Addition Application**

- 12. The Lessee agrees not to keep anything in the Unit which will increase the insurance rates of the Association or interfere with the rights of other residents of the Association by creating unreasonable noises or otherwise; nor shall Lessee commit or permit any nuisance, immoral or illegal act in the Unit, or on the Common Elements, or the Limited Common Elements.
- 13. There shall be no extensions or renewals of the Lease without the prior written notice to the Association.
- 14. Lessee and Lessor specifically acknowledge that as of the expiration date of the term of the Lease, unless the appropriate notice has been given to the Association extending or renewing the Lease, the Lessee shall have no access or use rights in the Association's property, including, but not limited to, all Common Elements and amenities, except as an invited guest.
- 15. In the event the Lease or Lessee's occupancy of the Unit is terminated by Lessor or the Association for any reason as provided herein or elsewhere in the Lease, Lessee and Lessor specifically acknowledge that the Association shall have the authority to deactivate and/or terminate all entry devices and/or other means for the Lessee to access the Condominium and/or the Unit as of the expiration date or applicable termination of the Lease.
- 16. When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders as appropriate.
- 17. The partial or complete invalidity of any one or more provisions of this Addendum, or any other instrument required to be executed by Lessee in connection with the leasing of the Unit, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted. The failure of any party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Addendum, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.
- 18. Nothing contained in the Lease, this Addendum, or the Governing Documents shall in any manner: (i) be deemed to make the Association a party to the Lease or this Addendum (except to the extent that the Association is an intended third party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce its rights hereunder; (ii) create any obligation or liability on the part of the Association to the Lessor or Lessee including, without limitation, any obligation as a landlord under applicable law or any liability based on the Association's approval of the Lessee pursuant to the Declaration, such

approval being solely for the benefit of the Association), or (iii) create any rights or privileges of Lessee under the Lease, this Addendum, or the Governing Documents as to the Association.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the date and year first above written.

Signed, sealed and delivered in the presence of:

OWNER(S)/LESSOR(S):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

LESSEE(S):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Receipt of this Lease Addendum is acknowledged by Blue Lagoon Condominium Association, Inc. this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Lease / Resident Addition Application



**GYM WAIVER**

**\*One waiver per person\***

**Part I: (PLEASE PRINT CLEARLY)**

Name of Participant \_\_\_\_\_ Birthdate \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender M F  
Home (\_\_\_\_) \_\_\_\_-\_\_\_\_ Work (\_\_\_\_) \_\_\_\_-\_\_\_\_  
E-mail \_\_\_\_\_ Address \_\_\_\_\_ Unit # \_\_\_\_\_  
In case of an emergency, contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_-\_\_\_\_

**Part II: Release & Indemnification of All Claims & Covenant Not to Sue**

This is a legally binding agreement. By signing this agreement, you waive your right to bring a court action to recover compensation or to obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the facilities of Blue Lagoon Condominium (BLC), now or in the future.

That I realize the risks of cardiovascular exercise, weight training and/or body building, and I am fully aware of the possibility of mechanical and/or other malfunctions of cardiovascular equipment, weight machines, and/or weight machines and apparatus. I, therefore fully understand and I am mindful of the serious consequences which might result due to my involvement in cardiovascular exercise, weight lifting, weight training and/or body building while at BLC, and based on that understanding, as set forth in this paragraph, I voluntarily assume any and all risk of loss, damage or injury of any kind what so ever from my use of any and all of the equipment and facilities of BLC and further and with full knowledge of the consequences(i.e. that I am waiving my right to sue) expressly waive any and all liability on the part of BLC, as the operator of The Gym, and their respective trustees, beneficiaries, staff, and officers from my use of The Gym and its equipment and facilities. Further acknowledge that the preceding list is not inclusive of all possible risks associated with the use of The Gym and that said list in no way limits the extent or reach of this release and covenant not to sue. In consideration of my use of The Gym, I agree not to claim or sue for any injury or damages resulting from risks inherent in the climbing activity that I will pursue in The Gym, including, but not limited to, the risks that have been outlined above.

**Part III: Release, Indemnification, Liquidation Damages and Agreement to Arbitrate**

In consideration of my use of the GYM, I, the undersigned user, agree to release on behalf of myself, my heirs, representatives, successors, executors, administrators and assigns, and hereby DO RELEASE BLC., its officers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever, including, but not limited to, a claim of negligence, which I, my heirs, representatives, successors, executors, administrators, and assigns may now have, or may have in the future, against the GYM on account of personal injury, property damage, death, or accident of any kind, arising out of, or in any way related to my use of the GYM whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of BLC., its officers, agents, or employees. In consideration of my use of the GYM, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS BLUE LAGOON CONDOMINIUMS, INC., its officers, agents, vendors and employees from any and all causes of actions, claims, demands, losses, or costs of any nature whatsoever arising out of, or in any way relating to my use of the GYM.

I hereby certify the following:

- 1. That I have full knowledge of the nature and extent of the risks inherent to the use of the GYM and that I am voluntarily assuming these risks. I understand that I will be solely responsible for any loss or damage, including death, that I sustain while using the GYM and that by this agreement, I am relieving BLC, of any liability for such loss, damage, or death.
- 2. That I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage that I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am personally capable of personally paying for any and all such expenses or liability.
- 3. Should it become necessary for the GYM to incur attorney’s fees and costs to enforce this agreement, or any portion thereof, I agree to pay all reasonable costs and attorney’s fees thereby expended, or for which liability is incurred. I am assuming the hazard of this risk upon myself. I realize that I am subject to injury from any such activity and that no form of pre-planning can remove all of the danger to which I am exposing myself.

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_



**GYM WAIVER**

**\*One waiver per person\***

**Part I: (PLEASE PRINT CLEARLY)**

Name of Participant \_\_\_\_\_ Birthdate \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender M F  
Home (\_\_\_\_) \_\_\_\_-\_\_\_\_ Work (\_\_\_\_) \_\_\_\_-\_\_\_\_  
E-mail \_\_\_\_\_ Address \_\_\_\_\_ Unit # \_\_\_\_\_  
In case of an emergency, contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_-\_\_\_\_

**Part II: Release & Indemnification of All Claims & Covenant Not to Sue**

This is a legally binding agreement. By signing this agreement, you waive your right to bring a court action to recover compensation or to obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the facilities of Blue Lagoon Condominium (BLC), now or in the future.

That I realize the risks of cardiovascular exercise, weight training and/or body building, and I am fully aware of the possibility of mechanical and/or other malfunctions of cardiovascular equipment, weight machines, and/or weight machines and apparatus. I, therefore fully understand and I am mindful of the serious consequences which might result due to my involvement in cardiovascular exercise, weight lifting, weight training and/or body building while at BLC, and based on that understanding, as set forth in this paragraph, I voluntarily assume any and all risk of loss, damage or injury of any kind what so ever from my use of any and all of the equipment and facilities of BLC and further and with full knowledge of the consequences(i.e. that I am waiving my right to sue) expressly waive any and all liability on the part of BLC, as the operator of The Gym, and their respective trustees, beneficiaries, staff, and officers from my use of The Gym and its equipment and facilities. Further acknowledge that the preceding list is not inclusive of all possible risks associated with the use of The Gym and that said list in no way limits the extent or reach of this release and covenant not to sue. In consideration of my use of The Gym, I agree not to claim or sue for any injury or damages resulting from risks inherent in the climbing activity that I will pursue in The Gym, including, but not limited to, the risks that have been outlined above.

**Part III: Release, Indemnification, Liquidation Damages and Agreement to Arbitrate**

In consideration of my use of the GYM, I, the undersigned user, agree to release on behalf of myself, my heirs, representatives, successors, executors, administrators and assigns, and hereby DO RELEASE BLC., its officers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever, including, but not limited to, a claim of negligence, which I, my heirs, representatives, successors, executors, administrators, and assigns may now have, or may have in the future, against the GYM on account of personal injury, property damage, death, or accident of any kind, arising out of, or in any way related to my use of the GYM whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of BLC., its officers, agents, or employees. In consideration of my use of the GYM, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS BLUE LAGOON CONDOMINIUMS, INC., its officers, agents, vendors and employees from any and all causes of actions, claims, demands, losses, or costs of any nature whatsoever arising out of, or in any way relating to my use of the GYM.

I hereby certify the following:

1. That I have full knowledge of the nature and extent of the risks inherent to the use of the GYM and that I am voluntarily assuming these risks. I understand that I will be solely responsible for any loss or damage, including death, that I sustain while using the GYM and that by this agreement, I am relieving BLC, of any liability for such loss, damage, or death.
2. That I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage that I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am personally capable of personally paying for any and all such expenses or liability.
3. Should it become necessary for the GYM to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay all reasonable costs and attorney's fees thereby expended, or for which liability is incurred. I am assuming the hazard of this risk upon myself. I realize that I am subject to injury from any such activity and that no form of pre-planning can remove all of the danger to which I am exposing myself.

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

# BLUE LAGOON CONDOMINIUM ASSOCIATION

## Confirmation of Required Insurance Coverage and Agreement on Transparency

This Confirmation of Insurance Coverage and Agreement on Transparency is among Blue Lagoon Condominium Association, Inc. (the "Association") and \_\_\_\_\_ [print name(s)], the owners of Unit (s) \_\_\_\_\_ ("Owner(s)") in the Association and is dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Owner(s) represents and warrants to the Association that Owner(s) have obtained and will maintain property insurance inclusive of windstorm coverage with no less than a 5% deductible per calendar year and liability insurance of no less than \$100,000/\$200,000 per occurrence, and that the attached certificate(s) of insurance is true, genuine, and correct, and that at all times Owner(s) shall maintain such insurance in effect, listing and maintaining Association as an Additional Insured (as such capitalized term is used in the insurance industry) under all applicable or necessary policies of property insurance (inclusive of windstorm) and liability insurance hereunder.

Owner(s) additionally agree to update the insurance information that is the subject of this Agreement when any insurance policy is renewed or the carrier for such policy is changed by providing a new Certificate of Insurance to the Association containing all the information required above for the new policy of insurance.

For the sake of transparency and ensuring full compliance, without the appearance of favoritism with the foregoing insurance requirements, Owner(s) hereby irrevocably grant Association full and unconditional power to reveal their compliance or non-compliance with such insurance requirements, and the identity of Owner(s) insurers, to all interested parties.

This Confirmation and Agreement is supported by adequate consideration, including, without limitation ten dollars (\$10) that each party confirms was received in hand from the other upon execution thereof.

Witnesseth:

Owner(s):

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BLUE LAGOON MOVE-IN FEES**

Please note all money orders or cashier checks need to be made **separately** according to the fee and payable to:  
***Blue Lagoon Condominium Association***

**Fees for NEW TENANTS:**

1. \$ **100.00** Application Fee per person or couple over the age of 18yrs old. (Non- Refundable)
2. \$ **350.00** Administrative & Document Storage Fee \*Per Application\*(Non-Refundable) \*\*
3. \$ **300.00** Security Deposit Refundable proved no damages to property and common areas occurred. (Refundable after Move-out) \*
4. \$ **100.00** Rush Fee (Non-Refundable) 1 to 2 Business Day (**RUSH FEE MUST BE PROVIDED IN MONEY ORDER OR CASHIER'S CHECK ONLY**) Completion date subject to application being 100% completed and all necessary documents turned in.

*\*May not be required for new additional tenant or resident*

*\*\*Not required for new additional tenant or resident*

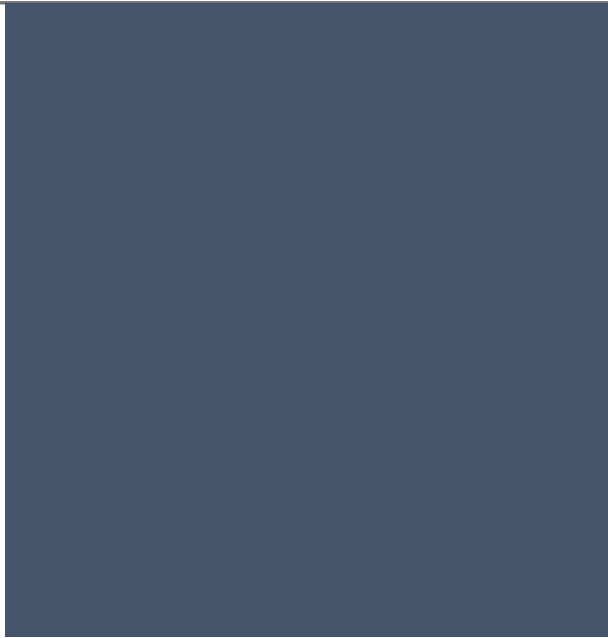
**Fees Required once application is Approved**

5. \$ **50.00** per decal (parking permit). (Non-Refundable). With current vehicle registration. (\$25 Lost/ Renewal)
6. \$ **50.00** EACH for First & Second Key FOB (Non-Refundable)
7. \$ **75.00** for Third Key FOB and more (Non-Refundable)
8. \$ **300.00** 2<sup>nd</sup> Vehicle Visitor Parking Annual Fee (Visitor space not guaranteed)

**Fees for TENANTS moving from one unit to another:**

1. \$ **100.00** Application Fee per person or couple (Non-Refundable)
2. \$ **175.00** Administrative & Document Storage Fee \*Per Application\*(Non-Refundable)
3. \$ **300.00** Security Deposit Refundable proved no damage to property occurred. (Refundable after Move-Out) *TRANSFERABLE*
4. \$ **50.00** per decal (parking permit). (Non-Refundable). With current vehicle registration. (\$25 Lost/ Renewal)
5. \$ **50.00** for First & Second Key FOBS EACH (Non-Refundable). Need to bring old ones to update new ones.
6. \$ **300.00** 2<sup>nd</sup> Vehicle Visitor Parking Annual Fee (Visitor space not guaranteed)

**Please note: Everything must be paid in the form of a MONEY ORDER or CASHIER'S CHECK**



# Rules and Regulations

Version 5/1/2020

Board of Directors for the Blue Lagoon  
Condominium Association



## TABLE OF CONTENTS

INTRODUCTION .....	2
BALCONIES .....	3-4
CHILDREN.....	4
GARBAGE AND RECYCLE .....	4-5
GENERAL.....	5-7
GUEST .....	7
HURRICANE SHUTTER.....	7
MOVING AND DELIVERY .....	7-8
NOISE .....	8
NOTICES.....	8
PARKING .....	8-11
PETS.....	11-12
RECREATIONAL AREAS .....	12-16
<i>A. BBQ.....</i>	<i>12-13</i>
<i>B. Boat Slip Marina.....</i>	<i>13</i>
<i>C. Business Center.....</i>	<i>13</i>
<i>D. Clubhouse.....</i>	<i>13</i>
<i>E. Gym.....</i>	<i>13-14</i>
<i>F. Miniature Golf Course .....</i>	<i>14</i>
<i>G. Playground.....</i>	<i>14</i>
<i>H. Pool &amp; Hot Tub .....</i>	<i>14-15</i>
<i>I. Porto Azul.....</i>	<i>15</i>
<i>J. Sauna .....</i>	<i>15-16</i>
SALES AND LEASING .....	16
SECURITY & SAFETY RECOMMENDATIONS .....	16-17
UNIT ALTERATIONS AND SERVICES.....	17-18
VIOLATIONS, COMPLAINTS, SUGGESTIONS AND FINES .....	18-19

## Introduction

Welcome to the Blue Lagoon Condominium community.

The Blue Lagoon Condominium Association, Inc. is devoted to creating and preserving a pleasant, tranquil, and safe way of life for its residents. Therefore, it is of uttermost importance to realize that rules and regulation must be followed by all Unit Owners, Occupants & Renters.

Under the condominium documents, Blue Lagoon Condominium Association Board of Directors has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of Rules and Regulations.

These Rules and Regulations may be modified, added to or replaced at any time by the Board of Directors. Any consent or approval given by the Association under these Rules and Regulation shall be revocable at any time, except for its approval of resales or leases. These Rules and Regulations and all other hereinafter promulgated shall apply to and be binding upon all Unit Owners. The Unit Owner and occupant shall always obey said rules and regulations and shall use their best efforts to see to it that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. Said Rules and Regulations are as follows:

Provisions Rules and Regulations are specified in the Declaration of Condominium.

## Board of Directors

Blue Lagoon Condominium Association, Inc.

Our Offices are located at:

5077 NW 7<sup>th</sup> Street, Suite # 400, Miami, FL 33126

Phone: 305-442-1494

Fax: 305-442-1491

Website: [www.bluelagooncondominiums.com](http://www.bluelagooncondominiums.com)

## Balconies and Patios

- 1.1. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements.
- 1.2. No garbage cans, supplies, or other articles shall be placed on the balconies or patios.
- 1.3. No linens, cloths, clothing, curtains, grills, rugs, mops or laundry of any kind, or other articles be shaken or hung from balconies or patios.
- 1.4. Pets shall not be allowed on the balcony of a unit without the presence of the owner.
- 1.5. Balconies may not be used as storage
- 1.6. No bicycles, scooters or electric kids' car are allowed in balconies.
- 1.7. Balcony glass fence may not be covered with any films.
- 1.8. No owner shall allow anything whatsoever to fall from the balconies or patios of the premises; nor shall he/she sweep or throw from the premises any dirt or other substances (ex. cigarettes) into any of the corridors, hall or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.
- 1.9. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony wall, railings, ceilings or doors, shall not be painted, decorated or modified by a Unit Owner or occupant in any manner without the prior consent of the Association.
- 1.10. Nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, wiring or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door or balcony or any Unit without the prior written consent of the Association.
- 1.11. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association.  
  
***The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.***
- 1.12. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner, Occupant or Renter may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent.
- 1.13. There should be nothing on balcony railings including plants or any other objects.
- 1.14. No cooking is permitted on the balconies. No fires or cooking devices of any kind are permitted on balconies such as BBQ or portable gas stove.
- 1.15. Owners shall remove all loose or movable objects from balconies during a hurricane alert or whenever their unit is to remain vacant for an extended period. Owners shall be responsible for any damage to the property of the Association or to the property of other owners, which is caused by loose objects falling from their balconies.
- 1.16. No resident, family or guest shall make any disturbing noises on the balcony, (or open or close door constantly).



- 1.17. Sweeping debris off the balconies or hosing balconies are prohibited. Waterproof containers shall be placed under all flowerpots located on balconies.

## **Children**

- 2.1. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated.
- 2.2. All minors must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.
- 2.3. Children shall not play or loiter in the halls, balcony, stairways, elevator, or other public areas.

## **Garbage & Recycle**

- 3.1. No garbage bags shall be placed in the halls, on the balconies, or on the staircase landings.
- 3.2. Refuse and bagged garbage shall be deposited only in the area trash chutes provided, therefore. In this regard, all refuse must be bagged in sealed garbage bags. Bagged garbage will not be blocked on hallways and emergency stair doors.
- 3.3. No debris, items, bags may be left by the trash chute area of any floor. Larger items must be disposed at any public garbage disposal centers.
- 3.4. No furniture or debris may be left by the trash room doors
- 3.5. No debris may be left in the parking spaces or in front of the parking space. Only the following objects are allowed in the parking spaces or in front of the spaces, if there is enough space: autos, motorcycles, mopeds or bicycles.
- 3.6. Garbage, debris, furniture, construction equipment, materials, oil, clothing, food will not be thrown at the lagoon as it destroys natural species (fish and wildlife) on the lagoon.
- 3.7. All food waste must be placed in plastic bags or wrapped in plastic and securely tied to avoid getting fined before placing in trash chute provided on each floor. Proper disposal will help avoid odors, poor sanitation, and attraction of rodents, bugs or vermin.
- 3.8. To avoid clogging chute, do not force anything through chute door. Boxes need to be folded, strapped and neatly placed by trash chutes for pickup.
- 3.9. Recycle Bins located in front of the buildings are only for flattened cardboard boxes, plastic bottles and paper. Absolutely no dumping of any object other than the ones previously mentioned.
- 3.10. Loose contents of wastebaskets, ashtrays and packing materials must be bagged and securely tied before placing in the chute. No lighted cigarettes or cigars shall be thrown down the chute.
- 3.11. Any movers or delivery men are to be instructed by the owner to take all boxes and packing materials with them when they leave the premises. These materials are not to be placed in the trash room or hallways.
- 3.12. Owners are responsible for removal of all excess materials and debris such as from alterations or improvement of any apartment. The acquisition of appropriate waste containers for bulk

material generated by any such alteration or improvement is to be the responsibility of the unit owner, arranged in accordance with local regulations and the management.

## General

- 4.1. The sidewalk, entrance, passages, elevators, if applicable, vestibules, stairways, corridors, hall, and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; not shall any carriages, bicycles, shopping carts, chairs, benches, tables, or any other objects be stored therein, except in areas (if any) designated for such purposes.
- 4.2. For security purposes, all doors leading from the building to the outside or from the garages into the elevator lobbies or stairways or the Condominium building shall be closed at all time and shall not be blocked.
- 4.3. The personal property of all Unit Owners and occupants must be stored in their respective Units.
- 4.4. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, grills, rugs, mops or laundry of any kind, or other articles be shaken or hung from any of the windows, floors or balconies, or exposed on any part of the Common Elements.
- 4.5. Nor shall any linens, cloths, clothing, curtains, grills, rugs, mops or laundry of any kind, or other articles be shaken or hung from any of the windows, floors or balconies, or exposed on any part of the Common Elements.
- 4.6. No owner shall allow anything whatsoever to fall from the window, balconies or doors of the premises; nor shall he sweep or throw from the premises any dirt or other substance (cigarettes) into any of the corridors, hall or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.
- 4.7. Fire exits shall not be obstructed in any manner, the Common Elements shall be kept free and clear of any rubbish, debris and other unsightly materials.
- 4.8. Duplicate keys (new/old) from previous/new owner of units must be given to the Condominium Association Office immediately or during/prior a closing of such unit as may be necessary for the purpose of maintaining, repairing or replacing the common elements or any portion of a unit to be maintained by the Association to prevent damage to the common elements, the Association property or to a unit or units at any time during reasonable hours. In the event the previous/new unit owner fails to supply a new duplicate key, and entry into the Unit by the Association is permitted in accordance with the Declaration, Articles, By-Laws or these Regulations, the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. Except, in case an emergency, the association has the right to enter unit at any time deemed necessary.
- 4.9. Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any other purpose for which they were constructed. Any damages resulting from misuse of any such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, invitee, servant, lessee or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.

- 4.10. Any Unit Owner, Occupant or Renters shall not send employees of the Association out of the building at any time for any purpose.
- 4.11. No Unit Owner, Occupant or Renters shall direct, supervise or in any manner attempt to assert control over the employees of the Association. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
- 4.12. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony wall railings, ceilings or doors, shall not be painted, decorated or modified by a Unit Owner in any manner without the prior consent of the Association. Nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, wiring or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door or balcony or any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.
- 4.13. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Condominium Unit or Condominium Property by any Unit Owner, occupant, and/or vendors/sales without permission of the Association.
- 4.14. A Unit Owner, occupant, and/or vendors shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, fire stairs, doors, balconies or windows of the Building.
- 4.15. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be white or off-white in color, or otherwise shall require the prior written approval of the Board, failing which, they shall be removed and replaced with acceptable items.
- 4.16. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner and occupant may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent.
- 4.17. No flammable, gas grill, electric, combustible or explosive fluid chemical or substance shall be kept in any Unit, Limited Common Element assigned thereto, or storage areas, except such as are required for normal household use.
- 4.18. The Residential Condominium Unit shall be used solely for residential purposes consistent with applicable zoning laws.
- 4.19. Rugs, mats, etc., may not be placed outside the Condominium Unit entrance door.
- 4.20. Wood Guards on windows is prohibited, as they become projectiles in Hurricane Season.
- 4.21. No solicitors (real estate, movers, etc.) are to be permitted on the Condominium Property at any time except by individual's appointment with residents with approval from the Board.
- 4.22. Appropriate/Dry clothing must always be worn to the common areas (elevators, lobby, gym, clubhouse, and hallways).
- 4.23. All sales (vendor; realtors) personnel visiting the property must show proper updated license(s) document(s) with the State of Florida.

- 4.24. The association has the right to escort out (and/or) deny entrance to the property guests, sales personnel, and visitors who causes/caused nuisance, endangerment, threat, nor follows Rules and Regulations and damage to the association.
- 4.25. No smoking allowed in common areas, hallways, elevators, lobbies, stairs or parking garage.
- 4.26. Airbnb, Vrbo, Home Togo etc. rentals are not permitted in the Blue Lagoon Condominium.

## **Guest**

- 5.1. Owners or Tenants shall notify the Management Offices when guests have their permission to use their unit in their absence. No Airbnb, Vrbo, Home Togo, etc. daily/weekly rentals allowed.
- 5.2. Management must be notified of any guest staying fifteen (15) days and up to thirty (30) days by giving names and vehicle information if applicable.
- 5.3. Guest must pay for parking and should purchase Blue Lagoon Guest photo ID card if he or she desires to use recreational areas. Additionally, to a Blue Lagoon Guest photo ID card, guest must sign gym waiver to use the gym.
- 5.4. Any guest staying more than thirty (30) days must apply for occupancy.
- 5.5. Owners are responsible for the conduct of their guests within the condominium property and shall familiarize their guests with these rules and regulations.

## **Hurricane Shutters**

- 6.1. Association approval shall be required before any shutters are installed.
- 6.2. Unit owners are responsible to ensure that proper installer license, insurance and permits are obtained before installation.
- 6.3. Accordion shutters are permitted, and the colors allowed are white or off white.

## **Moving and Delivery**

- 7.1. Moves and deliveries must be scheduled at least 7 days in advance to ensure that the time slot is not occupied.
- 7.2. Moves and deliveries are allowed Monday - Friday from 9:00 am to 5:00 pm and Saturdays (**Only** professional DELIVERIES) from 9:00 am to 2:00 pm.
- 7.3. Moving in or out of the building should be accomplished in a professional and orderly manner and only the protected service elevator must be used.
- 7.4. Movers must remove from the condominium property all boxes, crates or packing material. Items not removed by movers will be the responsibility of the person moving in or out.
- 7.5. Moves and deliveries inspection will take place before and after the move/delivery with the management staff.

- 7.6. Service Elevator is the only elevator permitted during move/delivery. A Security Deposit fee given in the application (is refundable, at the end of the lease, after inspection) The cost for repair of any damage to the common areas by the lessee, their children, guests or pets will be deducted from this deposit. Also, failing to comply with any of the rules listed above 7.2 - 7.5 will result in the forfeit of the security deposit. This deposit will be refunded within thirty days of moving out after completing the security deposit refund form provided at the management offices.

## Noise

- 8.1. No Unit Owner and occupant shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, or comfort of convenience of the Unit Owners.
- 8.2. No Unit Owner and occupant shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier in his unit, in such a manner as to disturb or annoy other occupants of the Condominium.
- 8.3. All parties/music shall lower the volume as to the foregoing after 11:00 pm and turn on 10:00 am of each day.
- 8.4. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.
- 8.5. Any work requiring the use of tools such as drills, hammers, etc., should be limited to the hours of 9 am to 5 pm Monday - Friday.
- 8.6. Children must be carefully supervised while they are on condominium property. Playing and loud noises will not be tolerated in the hallways, lobby, stairwells, elevators, and other common areas.

## Notices

- 9.1. There are bulletin boards in all elevators and mailrooms. Notices for meetings and news concerning the Building or the Association will be placed there, e-mailed and/or posted on our web site.

## Parking

- 10.1. The parking facilities shall be used in accordance with the regulations therefore adopted from time to time. All vehicles parked on the Condominium Property are to display current decal (if applicable) and license plates.
- 10.2. All vehicles parked on the Condominium Property are to be maintained in good working order in such a manner as to be free of any leaking fluids such as oil, transmission fluid, molding, flat tire, etc. The Association in accordance with these Rules and Regulations will have vehicles that are not in compliance towed at the owner's expense.

- 10.3. No repair of vehicles shall be made on the Condominium Property. No one may conduct auto repairs in the parking lot and/or garages, which require his or her vehicle to be left unattended on jacks, bricks, or other support structures. No oil, anti-freeze, brake fluid, or other staining liquids may be spilled or poured on the parking lot as a result of auto repair.
- 10.4. No vehicles may be parked in any area leading to or from the entrance of the building, and Management office except for the sole purpose of pick-up and discharge of passengers. All necessary measures will be taken against violators including the towing of vehicles at owners' expense.
- 10.5. No vehicles shall obstruct space necessary for the ingress of fire trucks.
- 10.6. Parking spaces assigned to unit owners are for vehicle parking only and assigned decal must be with assigned space. Additional vehicles with registered owners/resident must have additional decal and/or fob if entering on the Blue lagoon property. Passes are for guests only. All vehicles with no decal will be towed at the owner's expense.
- 10.7. Board of Directors at any time can implement fees for visitors parking and commercial vehicles.
- 10.8. Each household containing at least two adults will obtain 2 parking permits/decals. A household of one adult if he/she owns a second vehicle he/she must rent a parking space for the second vehicle. Both vehicles must be under the resident's name. If a third parking permit is required: vehicle must be under one of the household's name and he/she must rent a parking space for this third vehicle, otherwise third vehicle will not obtain parking permit.
- 10.9. All units have at least one parking space assigned.
- 10.10. If there is only one assigned parking space to the unit, only one registered vehicle may park in the unit's assigned parking space. Second registered vehicle must park in a visitor's parking space, first come basis. No swapping is allowed unless assignment authorization is changed at the administration offices.
- 10.11. Vehicles may be towed for any of the following: (Security is not mandated to give courtesy calls)
  - Visitors pass expired.
  - Visitors pass not visible on dashboard or rearview mirror.
  - Vehicle decal expired.
  - Vehicle description not matching office records.
  - Swapping of decal from one vehicle to another.
  - Assigned vehicle not parked in assigned parking space.
  - Swapping assigned parking spaces is not allowed.
  - Decal not visible on front windshield drivers' side.
  - No valid pass.
  - Vehicle taking up two (2) parking spaces.
  - Improper parking as making it not possible for other vehicles to park next to it
  - Disabled or Abandon vehicles.
  - Illegal parking.
  - Parking in a loading zone without proper authorization.
  - Parking in a handicap space without a handicap permit.
  - Parking in a fire lane
  - Temporary pass not visible on dashboard.
  - Temporary pass expired.
  - Vehicle with an expired office pass
  - Vehicles with office passes that do not visit office (confirm with office first)

- 10.12. Tenant's parking permits/decals expire EVERY year. Tenants are responsible for purchasing parking permits/decals before expiration. Vehicles found with expired parking permits/decals will be subject to tow with a stickered 24 warning notice. \*Management office is NOT responsible to remind tenants about renewing decals\*
- 10.13. To register a vehicle and obtain a parking permit/decal, the vehicle registration must be valid and must match the information of the resident that will reside in the unit. If the registration does not match, the resident must bring a notarized letter from the owner of the vehicle stating that the vehicle is being loaned to the resident. Dealer vehicles are NOT permitted on property unless previously approved by the office.
- 10.14. Decal(s) can ONLY be purchased for company vehicles by providing proof that the resident owns or works for the company named on the vehicle registration. A notarized letter from the manager or owner of the company will be required for the resident/tenant that is registering the vehicle.
- 10.15. Vehicle(s) having a commercial license number, signs or commercial equipment in the vehicle, will have decal removed from vehicle. Commercial vehicles are not permitted to park or stay overnight on property. Vehicles found in this manner will be subject to tow.
- 10.16. No double door pickup trucks with a long rear bed or with double wheels are not allowed to park in the property.
- 10.17. Decal(s) must remain on the registered vehicle and in the lower left-hand side of the windshield. Vehicle(s) that do not match the description of the decal will be subject to tow without notice.
- 10.18. Resident is responsible to inform the office of a vehicle change immediately thereafter in order to maintain the parking permit/decal up to date. The tenant must bring the new vehicle registration and old vehicle permit/decal to the office in order to update the system to prevent the removal of the vehicle from the premises.
- 10.19. The cost to replace a lost parking permit/decal shall be \$ 25.00. Residents and/or their tenants using a parking permit/decal that was reported lost or deemed invalid shall be fined and the permit confiscated.
- 10.20. Photo I.D. is required to obtain parking permits. Tenants must also present a current, approved lease agreement.
- 10.21. For rental/loan vehicles the resident must obtain a temporary pass replacing the assigned vehicle to the assigned parking space or parking garage when authorized by office. To obtain pass resident must provide to the office the rental agreement along with proof that the registered vehicle is in the body shop or mechanic. Examples of proof would be the invoice from body shop or mechanic shop. As reasonable accommodation and after proper documentation provided to the guard house including I.D., a temporary pass will be issued by the guard to those with rental vehicles or new vehicles when the office is closed. The temporary pass is to expire at the end of the next business day to provide enough time to register the vehicle with the management office.
- 10.22. Temporary passes must always be visible in vehicle. Vehicles found without the visible temporary pass will be subject to tow without notice.
- 10.23. ONLY one motorcycle can be registered per unit. Motorcycles are ONLY permitted to park in the motorcycle parking. All motorcycles MUST have a decal in order to park in motorcycles parking. Motorcycles not found in this manner will be subject to tow without notice.

- 10.24. Bicycles must also be registered with the management offices. A decal will be provided to each bicycle. Bicycle must be stored in the bicycle's racks throughout the community only.
- 10.25. Units having a parking space not being used (vacant), meaning parking space DOESN'T HAVE AN ASSIGNED VEHICLE, may be used by the resident's visitor. The parking space number must be notified in advance to the office otherwise visitors may not use space. Guard will provide a pass at no charge to that visitor after obtaining authorization from resident and confirming parking space by office list.
- 10.26. Parking permits and privileges can be rescinded/revoked by the Board when any of the following occur:
- Permit is obtained under false pretenses.
  - Upon expiration of a lease agreement.
  - A unit owner is delinquent.
  - Repeated covenant and regulation violations.
- 10.27. Vehicles in the following categories are subject to immediate towing:
- Vehicles illegally parked in reserved spaces.
  - Abandoned or unregistered vehicles.
  - Vehicles with bodily damage or not operational (mechanical issues)
  - Any vehicle parked that blocks another vehicle or prevent ingress or egress from or to another parking space or street.
- 10.28. Guest can purchase a visitor pass at the security gatehouse. Passes are valid for 6 hours in a guest's parking space ONLY. Guest may purchase pass valid up to 24 hours. If guest is staying longer than 24 hours owner or occupant may purchase a pass for guest at the management offices. Guest Parking cost is \$ 5.00 per 6 hours (Cash or Credit at the security gate house). Owner and occupant may purchase in advance guest parking passes, minimum 5 passes/6 hours each pass \$ 3.00 each pass / 24 Hrs. in advance pass cost \$ 12.00. In advance parking passes are available for purchase at the management office (Credit Card or Check).
- 10.29. Visitor' parking spaces are to be used on a first come, first serve basis. This parking space cannot be used as a permanent parking space for any specific unit.
- 10.30. Any Vehicle that is accommodated, by a security guard, to park overnight in the loading zone must be removed by 7:00 am the next morning. Can not park in loading zone without prior authorization from the security guard.

## **Pets**

- 11.1. Not more than one (1) domesticated pet (i.e., dog or cat) can be registered and it cannot exceed 30 lbs.
- 11.2. Pit bulls or other breed considered to be dangerous by the Board of Directors, are not allowed in the Condominium.
- 11.3. Pet must be registered with the Association. A Non-refundable Fee, picture of pet and pets' up to date vaccines records must be provided to register pet. A nonregistered pet living in a unit will result in owner of said unit to be subject of fines that can range from \$ 100.00 or up to \$ 1,000.00.
- 11.4. No pet shall be allowed to commit a nuisance in any public portion of the Condominium building or parking areas.



- 11.5. A pet, to the extent weight practical must be carried and leashed (maximum of six (6) feet long leash, all pets must always be leashed) from the time the pet leaves the apartment until reaching building exterior. In the case pet is too heavy to carry, pet owner must use the service elevator to travel with the pet.
- 11.6. Pets shall not be allowed on the balcony of a unit without the presence of the owner.
- 11.7. In the event your pet soils in the elevator floor or common areas, you are required to immediately use cleaning equipment to clean the elevator floor. If the owner fails to clean up the mess, then a fine will be impose of \$ 100.00 or up to \$ 1,000.00
- 11.8. Pets are not allowed, even with a leash, in the swimming pool, swimming pool area (including Jacuzzi and lounging area), gym, clubhouse, Ping Pong area, bathrooms or Mini Market.
- 11.9. The Board of Directors may prohibit certain types of pets entirely such as exotic animals. The Board of Directors have the right to require any unit owner to dispose of any pet or remove such pet from the unit and the Condominium Property, if either (1) the pet owner fails to register the pet within a month, or (2) in the opinion of the Board of Directors, such pet is creating a nuisance as a result of the pet owner violating the rules and regulation enacted by the Board of Directors.
- 11.10. Each unit pet owner shall assume complete responsibilities and liabilities for personal injuries or property damage caused by their pet.
- 11.11. Support Animals over 30 lbs. are not permitted.
- 11.12. Nonregistered pet or inappropriately register pet over 30 lbs. will need an approval from the board of directors.
- 11.13. Tenants not abiding to the BLC pet regulations are subject to non-renewal.

## **Recreational Areas**

**For the use of all recreational areas owner or occupant must carry their Blue Lagoon photo ID card.**

### **BBQ**

- 12.1. BBQ Reservation are required on Saturdays and Federal Holidays only. Other days are on first come, first serve basis. Saturday and Federal Holidays reservation time blocks go as follows
  - 11:00 am to 5:00 pm
  - 5:00 pm to 11:00 pm
- 12.2. BBQ reservations can Only be reserved by a Blue Lagoon Resident at the management office. Use at your own risk.
- 12.3. Blue Lagoon owner, occupant or renter must always be present.
- 12.4. Any item left unattended as a form of reservation for the BBQ area will be collected by the security guard and removed. Items may be collected at the guardhouse.
- 12.5. No loud music is allowed and must be kept in a reasonable level.
- 12.6. BBQ Area must be cleaned after use.
- 12.7. BBQ is used at your own risk.

### **Boat Slip Marina**

- 13.1. Marina monthly maintenance fee is due on the 1<sup>st</sup> day of the month.
- 13.2. Only owners of a boat slip will be provided an access key to the Marina.
- 13.3. Boat Slip Marina hours are from Dawn to Dusk. Use at your own risk.
- 13.4. Swimming in the lagoon is at your own risk.
- 13.5. Garbage, debris, furniture, construction equipment, materials, oil, clothing, food should not be thrown at the lagoon as it destroys natural species (fish and wildlife) on the lagoon.

### **Business Center**

- 14.1. The business center is located in the management offices. Use at your own risk.
- 14.2. Hours of operation are Monday - Friday from 8:00 am to 6:00 pm.
- 14.3. No smoking, food or drinks allowed.
- 14.4. Resident must bring their own copy paper for their copies.

### **Clubhouse**

- 15.1. Clubhouse hours are from 6:00 am to 11:00 pm. Use at your own risk.
- 15.2. There is no smoking, food or drinks permitted in the clubhouse.
- 15.3. There are no parties permitted in the clubhouse.
- 15.4. There are no pets permitted in the clubhouse.
- 15.5. Unsupervised minors are not permitted in the clubhouse.
- 15.6. Proper attire is required to be in the clubhouse. (shirts, shorts or pants and shoes)
- 15.7. To use the pool tables, must be 16 years or older with adult supervision.
- 15.8. Free Wi-Fi is available. Please ask management office for the password.
- 15.9. Guests must always be accompanied by unit owner, occupant or renter while at the clubhouse. Unless guest has purchased the Blue Lagoon Guest photo ID card.
- 15.10. Pool tables cannot be moved or rearranged.

### **Gym**

- 16.1. The Gym is solely for the use of all registered residents and / or registered Owners over the age of 18 yrs. old. Use at your own risk.
- 16.2. Any resident who damages any equipment or improperly use them will be fined or suspended from the gym and a fine will be sent for the damages caused.
- 16.3. Gym hours are from 5:00 am to 12:00 am.
- 16.4. Owners, Occupant & Renters must wear appropriate attire, example: shirt, shorts or pants and shoes.
- 16.5. Gym is for registered owner or tenant only. Guest must sign a gym waiver and purchase a temporary Blue Lagoon Guest photo ID card.

- 16.6. The gym must be maintained clean and in an orderly fashion.
- 16.7. All weights must be re-rack after every use or before you leave the gym
- 16.8. Owners, Tenants & Guest should not drop any weights on the floor.
- 16.9. Trainers are not allowed at Blue Lagoon Gym.
- 16.10. Residents are not allowed to train with commercial personal trainers in the gym.  
Exceptions will be made according to federal law and appropriate written notice provided to the association.
- 16.11. When using bench, you should use a towel.
- 16.12. Equipment should not be moved.
- 16.13. Resident / Tenant must have their Blue lagoon photo ID card when using the gym.
- 16.14. No smoking, food or alcohol are allowed in the gym area.

### ***Miniature Golf Course***

- 17.1. The Miniature Golf Course is open daily from 11:00 am to 11:00 pm. Use at your own risk.
- 17.2. There are nine holes (putt-putt) course along the lagoon. Use at your own risk.
- 17.3. Golf sticks for adults and kids are available for purchase in the management office.
- 17.4. Golf balls can be purchased from the dispenser located in the clubhouse premises.
- 17.5. No smoking is allowed when using the miniature golf course.

### ***Playground***

- 18.1. The playground is open daily from 8:00 am to 9:00 pm. Use at your own risk.
- 18.2. Children must always be under adult supervision. No minor should never be left unattended.
- 18.3. The playground must be used in the discretion of the unit owner or tenant.
- 18.4. There no smoking allowed in the playground.

### ***Pool & Jacuzzi***

- 19.1. Pool & Jacuzzi hours are from 6:00 am to 11:00 pm. Use at your own risk.
- 19.2. Each unit owner or occupant can have a limit of 4 guest per unit. First 2 guests are free.
- 19.3. Guest will be provided a wrist band by the security guard which must be wore while in pool area.
- 19.4. Minors are not permitted in the pool area without adult supervision.
- 19.5. Parties are not permitted in the pool, jacuzzi and lounging area.
- 19.6. Guests must always be accompanied by the resident while in the pool & jacuzzi area. Unless guest has purchased Blue Lagoon Guest photo ID card.
- 19.7. No pets, bicycles, skateboards, tricycles, roller-skates, rafts, floats, frisbees, beachballs or underwater gear are not permitted in the pool area.

- 19.8. Glass containers are prohibited in the pool & jacuzzi area. Alcoholic drinks are allowed in plastic containers only, and there is no drinking of any beverage inside the pool. Small coolers are allowed.
- 19.9. No loud music is permitted in the pool, jacuzzi or lounging area. (Headphones must be used only by the owner, tenant or guest)
- 19.10. There is no running, jumping, game, playing and diving from the waterfall or pool deck permitted.
- 19.11. All minors between the ages of 2 to 4 years old and/or any individual without control of their bowels must wear swimming diaper plus waterproof swimwear.
- 19.12. Chairs, Table and Lounges may not be removed from the pool area for any purpose.
- 19.13. No smoking is allowed in the pool, Jacuzzi or pool deck/lounging area.

### **Porto Azul**

- 20.1. Porto Azul hours are from 6:00 am to 11:00 pm. Use at your own risk.
- 20.2. To reserve Porto Azul, an agreement must be signed, and fees provided at the management office. For further information please contact the management offices.
- 20.3. There are no glass containers allowed in Porto Azul.
- 20.4. Porto Azul is by reservation ONLY.
- 20.5. Porto Azul can ONLY be reserved by a Blue Lagoon resident and resident MUST be present at the event.
- 20.6. There is no smoking allowed in Porto Azul.
- 20.7. Resident must bring their own supplies to set up for the event
- 20.8. Resident is authorized to received rentals of tables and chairs for event.
- 20.9. For reservation deposit be returned the following criteria must be met:
  - ✓ Porto Azul must be left clean.
  - ✓ Please clean tabletops with glass cleaner.
  - ✓ No garbage on floor or common area.
  - ✓ All decorations supplies MUST be removed.
  - ✓ All furniture should be in place without damages, including TV(s), remote control(s), and plants surrounding the area.

### **Sauna**

- 21.1. Sauna hours are from 6:00 am to 11:00 pm. Use at your own risk.
- 21.2. Children under the age of 16 are not allowed to use the sauna.
- 21.3. Sauna treatments should be limited to 15-20 minutes, *Sauna is used at your own risk.*
- 21.4. Must always use towel to sit on and towel to leave on as attire. No nudity.
- 21.5. There is a limit of maximum 5 persons at a time in the sauna room.
- 21.6. Resident should exit immediately if feeling uncomfortable, dizzy, or tired.

- 21.7. Consult with your physician before use if pregnant, in poor health or if you suffer a heart condition, high blood pressure, diabetes, respiratory condition or under medical treatment.
- 21.8. Resident should not use the sauna while under the influence of alcohol.
- 21.9. There is no smoking, alcohol and food allowed in the sauna room.
- 21.10. Implement appropriate caution on wet surfaces.
- 21.11. Resident should avoid direct contact with the sauna equipment.

## ***Sales and Leasing***

- 22.1. There is a limit to two individuals per bedroom, and one individual per den.
- 22.2. No unit owner may rent a unit more than twice during any 12-month period, and no rental shall be for less than a 6-month term. The Association has the right to approve or disapprove all rentals.
- 22.3. All rules and regulations are applied to all owners, renters, guests and visitors.
- 22.4. After a unit has been rented, the unit owner will no longer have the right to use any of the condominium facilities or common areas or elements during the period of the lease.
- 22.5. Former renters or unit owners who cause any damage at the property or violate any of the provisions of the condominium documents will not be approved for new occupancy.
- 22.6. An owner, his lessee or guest shall be joint and severally liable for the cost of repair or replacement damages of any kind, including court costs, reasonable attorney's fees, etc.
- 22.7. Renters must provide association copies of lease renewals to update vehicle permits, IDs' and Electronic Keys.
- 22.8. Tenants must complete their unit lease renewal in the office. Must provide the following documents:
  - Fully executed lease signed by both parties (owner/tenant) printed or emailed \* If adding a new occupant, please ensure to add them to the new lease and begin the resident addition application.
  - Renewed proof of homeowner insurance by owner. Minimum general liability of \$100,000.00.
  - Valid vehicle registration (s).
  - If renting a parking space, please provide a copy of parking agreement contract.
  - Decal renewals money orders must be made out to Blue Lagoon Condominium.

## ***Security & Safety Recommendations***

- 23.1. Blue Lagoon Condominium provides 24-Hour Patrolling Security Guard.
- 23.2. There are Security Cameras throughout community.
- 23.3. There is a 24-Hour Security Guard at the Gatehouse. Gatehouse Phone: 305-461-9200.

- 23.4. Owner, Tenants & Guest must park at their own risk. Blue Lagoon Condominium is not responsible for damage or theft to vehicles, motorcycles, scooter or their contents.
- 23.5. Owners, Tenant & Guest must respect the traffic signals.
- 23.6. Throughout the property speed limit is as posted. Speed limit in all parking lots is 15 miles per hour and 5 miles per hour inside the parking garages.
- 23.7. The Association recommends for any owner & tenant to check their water valves as they require regular maintenance. They are located by the unit's water heater.
- 23.8. The Association recommends for owners & tenants to check regularly for electrical hazards, such as worn electrical cords, overloaded extension cords and outlets, and broken appliances.
- 23.9. The Association recommends all units keep a fire extinguisher within your units otherwise in case of emergency extinguishers are available in the hallways.
- 23.10. The Association recommends making sure the fire detection system works. If fire strikes, smoke detectors and fire alarms alert you to a fire right away, so you can get out of the building safely.
- 23.11. The Association recommends being careful with unattended candles, stove, dryer, washing, machine, etc.
- 23.12. All exterior doors should always remain locked.
- 23.13. Maximum security requires the continued cooperation of all residents. Residents should immediately notify the security guard of any suspicious person or incident. Residents should refrain from distracting the security personnel from their assigned duties and should neither instruct nor criticize them. Any criticism or instruction shall be directed to the Management. No person other than a Board Member shall direct, supervise or in any manner attempt to assert any control over security or other employees of the Association.
- 23.14. Visitors will not be admitted unless the owner or tenant allows it. No one is to be admitted to the building unless identified by the security person as a unit owner, renter or approved visitor.
- 23.15. Security guard is required to challenge any stranger entering the building. To avoid confusion and annoyance, notify security in advance of expected visitors and guests and residents should carry their Blue Lagoon ID to all common areas.

### ***Unit Alterations and Services***

- 24.1. Work hours for all contractors are between the hours of 9:00 am and 5:00 pm Monday - Friday.
- 24.2. No interior of a Condominium Unit shall be altered in any manner as such would have any effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or any of the Common or Limited Common Elements without the prior written consent of the Association.
- 24.3. No air-conditioning units may be installed by Unit Owners or occupants, only by licensed an insured contractor.
- 24.4. Unit alterations application must be filled out and turned in to the office. (Example: Floor style update, Kitchen and bathroom remodeling, A/C and water heaters installations). Applications may take 7 to 10 Business Days to process.

- 24.5. Companies are required to turn in to the association prior servicing unit and along with applications:
- Insurance Liability Insurance with certificate holders name under:
    - Blue Lagoon Condominium Association Inc. 5077 NW 7th Street, Miami, FL 33126
  - Workers Compensation or exemption Certificate
  - State License
  - City Permit (If Applicable)
  - And Refundable Security Deposit (Amount depends on type of alteration/modification)
- 24.6. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing.
- 24.7. No unit should have unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

### ***Violations, Complain, Suggestions and Fines***

- 25.1. Any Complaints regarding the service of the Condominium shall be made in writing to the Association.
- 25.2. Any Suggestions may be brought by Unit Owners at the Board of Directors meetings open to owners during the open forum.
- 25.3. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees, or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:
- (a) Notice: The Association shall notify the Owner and Tenant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed.
  - (b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors, and a committee of other Unit Owners, shall hear reasons why penalties should not be imposed. A written decision of the Board and committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
  - (c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. Notwithstanding the foregoing, if the committee of Unit owners described above does not agree with the fine, the fine may not be levied.

- (d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In this case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- (e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- (g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner or occupant.