

RESIDENCES & BEACH CLUB

VUE CONDOMINIUM ASSOCIATION AMENDED AND RESTATED RULES AND REGULATIONS

August 2, 2023

Introduction

These Amended and Restated Rules and Regulations (the "<u>Rules</u>") have been adopted by the board of directors (the "<u>Board</u>") of Vue Condominium Association, Inc. (the "<u>Association</u>") pursuant to the authority granted to it by the Declaration of Condominium of Vue recorded in the Broward County Public Record on March 21, 2005 in Official Records Book 39272, Page 1793, as amended from time to time (the "<u>Declaration</u>"), the Association's other governing documents, and Florida Statutes (collectively, the "<u>Governing Documents</u>"). Terms used herein, if not otherwise defined herein, shall have the meaning ascribed in the Declaration.

These Rules shall apply to and be binding upon all Owners, their families, guests, invitees, licensees, and tenants (collectively, the "<u>Residents</u>"). Each Owner shall be jointly and severally liable to the Association for any violation of these Rules and for any damage or injury caused by such Owner's families, guests, invitees, licensees, and tenants. Violation of these Rules may subject the Owner and any other violator to any and all remedies available to the Association pursuant to the Governing Documents. In addition to fines and restrictions on common area use by violators, remedies may include injunctions or other legal means, and the Association shall be entitled to recover any and all court costs it incurs, together with reasonable attorneys 'fees.

The Board reserves the right to change or revoke all or portions of these Rules and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the benefit of the Vue community (the "<u>Community</u>"). The Rules are supplemental to any restrictions or other provisions in the Governing Documents.

1. Occupancy and Use Restrictions

All unit residents, including Owners and lessees, must maintain a photo identification on file with the Association.

2. Leases and Lease Renewals

Only an entire Unit may be leased. Rent sharing and the rental of rooms or a portion of a Unit is prohibited in all instances.

The term of all leases and any lease renewals must be for a minimum of four (4) months.



RESIDENCES & BEACH CLUB

No Owner may lease their Unit more than once in any 12-month period.

No Owner may lease their Unit within the first 12 months following the date that the Owner acquired the Unit.

As a condition of leasing, the Owner must furnish the Association with proof of coverage under an HO-6 insurance policy that names the Association as an additional insured. The Owner must also disclose to their insurance agent that they are leasing their Unit. In addition, prior to move-in, the tenant must furnish the Association proof of coverage under an HO-4 insurance policy that names the Association as an additional insured. Proof of these policies must be furnished prior to tenant move in. If not furnished, move in will be denied. In addition, lease renewals will be denied if said policies are not kept current and in force, with proof furnished to the Association prior to the beginning of a new lease term.

For all leases and lease renewals, the Owner of the Unit to be leased must provide the Association with the following at least 45 days prior to any proposed scheduled lease or lease renewal:

- a. A copy of the proposed lease agreement or lease renewal.
- b. A fully completed lease application provided by the Association.
- c. An authorization signed by the potential tenant or renewal tenant(s) granting permission of the Association to check the potential or renewing tenant's background.
- d. A non-refundable application review fee in the amount determined by the Association from time to time to cover the cost to properly screen the proposed tenant.
- e. A security deposit equal to one (1) month's rent.
- f. Any other information that the Association may reasonably request.

The lease application and the authorization(s) shall be on forms provided by the Association.

Within fifteen (15) days after receiving the lease or lease renewal approval application, the Association must send the Owner a written acknowledgment of receipt of same and specifically identify any portion of the lease application that is incomplete or completed incorrectly as well as any of the above items that are missing.

If the proposed or renewing tenant(s) fails to provide the Association with each of the above items properly completed where applicable then the Association may automatically reject the lease or lease renewal request, subject to reconsideration when a properly completed lease or lease renewal application along with any missing items are received by the Association.

The Association, within fifteen (15) business days following its receipt of a properly completed lease or lease renewal application along with each of the required items, will notify the Owner whether the lease or lease renewal application has been approved or disapproved by the Association. If disapproved, such



RESIDENCES & BEACH CLUB

notice will include the specific reasons for the disapproval.

Amongst other things, the Association will take into consideration the following factors when determining whether it will approve a lease application, a lease, or a lease renewal:

- a. The length of the term of the lease.
- b. How often the Unit has been leased.
- c. When the Owner of the Unit acquired its ownership interest in the Unit.
- d. The number of Units that are leased at the Association.
- e. If the Association has reason to believe that the leasing of the Unit will result in the proposed tenant violating the Association's governing documents or its Rules and Regulations.
- f. If the Owner allowed the proposed tenant to take possession of the Unit prior to the Association considering or approving the lease.
- g. If the proposed tenant has a history of disruptive behavior or disregard for the rights or property of others as evidenced by his or her conduct in other social organizations, communities, or associations.
- h. The results of the background check of the proposed tenant(s), including if the proposed tenant(s) has/have a history of financial irresponsibility including bankruptcy or foreclosure or a discharged/dismissed bankruptcy or foreclosure.
- i. Whether the proposed tenant has ever been evicted from another property.
- j. Whether the Owner of the Unit is delinquent in their obligation to pay any amount to the Association or is otherwise in violation of any of the Association's governing documents or its rules and regulations.
- k. For a lease renewal, if the existing tenant(s), during the expiring lease term, has had a history of disruptive behavior or disregard for the rights or property of others as evidenced by his or her conduct while in residence at the Association property and whether the existing tenant(s) has been issued any fines and/or violations by the Association.

If the Association does not approve a lease application or the associated lease, then the Association will promptly return the security deposit to the provider of same. Otherwise, the Association will return the security deposit to the provider of same after the tenant moves out of the Unit after deducting any amounts that the Association determines are necessary to pay for any damage caused to the Association's property during the term of the lease or lease renewal and/or during the tenant moving in or out of the Unit.

The Association may condition its approval of the lease applicant and the lease on the applicant and the Owner of the Unit entering into a written agreement with the Association that provides the Association with remedies in the event the applicant fails to comply with the Association's documents and the right to collecte the rent payments from the applicant if the Owner of the Unit is delinquent in its obligation to pay any Assessments to the Association.



Residences & Beach Club

The Association will not approve any lease, and no lease will be allowed, if approving the lease will result in the number of leased Units at the Association exceeding any lease caps imposed by the Fair Housing Authority or otherwise result in the premiums for the insurance policies maintained by the Association being materially increased.

For lease renewals, the Association must be given notice of renewal at least 45 days in advance of the lease termination. If the Association is not given the requisite 45 day noticed of intent to renew, then the lease will not renew, and the Tenant(s) must vacate the leased Unit at the end of the expiring lease.

All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior to or subsequent to such lease.

Each Owner shall be jointly and severally liable with their tenant for any amount which is required to affect repairs or replacements to the Common Elements caused by their tenant. All leases of the Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, the provisions of these Rules, the Declaration, the Association's other governing documents, and Florida Statutes (collectively, the "<u>Governing Documents</u>").

During the term of a lease, the use of the facilities at the Community is granted to the renter of record and the Owner of the leased Unit who wants to make use of the facilities must follow the same procedures as a guest at the Community.

No Units may be subleased, nor may leases be assigned, without the prior written consent of the Association which shall be granted or withheld in accordance with the procedure set forth above.

3. <u>Children</u>

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 the other Governing Documents. Playing shall not be permitted in any of the hallways, stairways, elevators, lobby areas, parking garages or roadways. The children of all Residents must comply with the age restrictions as set forth in the Governing Documents when entering and/or utilizing the various Association facilities.

4. <u>Pets</u>

Each owner must register their pet cats and dogs with the Association.

Pet Registration Requirements:

Each Owner must provide the Association with the following:



RESIDENCES & BEACH CLUB

A fully completed pet registration form along with a one-time pet registration fee in an amount determined by the Association from time to time plus any applicable credit card fees.

County License Tag / Certificate for the pet

Annual vet immunizations form for the pet.

Photograph of the pet

Veterinarian certificate of weight-which must be updated when the pet is fully grown.

Pet Rules:

Pet owners are responsible for the behavior of their pets. Pet owners must respect the rights of the Residents and ensure they are not jumping on any of the Residents or behaving in such a manner that is a nuisance to any of the Residents.

The maximum weight limitation for 2 pets is 50 lbs. (fully grown) with no one pet exceeding 30 lbs. (fully grown).

Pet owners with previously approved pets currently exceeding the maximum weights as of the date of these Rules are allowed to keep their existing pets but must follow all of the other rules for new pets.

THE CITY OF FT. LAUDERDALE HAS STRICT LEASH LAWS. ALL DOGS MUST BE UNDER THE CONTROL OF THE OWNER AND ON A LEASH AT ALL TIMES WHEN IN PUBLIC AREAS. ALL DOGS MUST BE ON LEASH OF NOT MORE THAN 4 FEET IN LENGTH AND CONTROLLED BY THE OWNER(S) WHEN IN THE ELEVATORS AND/OR IN THE COMMON AREAS.

Per the local health codes, pets are not allowed to walk on the Community pool decks. Residents may carry their pets across the pool deck to access their cabana or the beach. This access is intended for transition to a cabana, or the beach and residents are not allowed to stand or stay on the pool deck other than for this transitory period.

The Association complies with, and will make all reasonable accommodations required by, the American with Disability Act (as it relates to "assistant animals") and the Fair Housing Act (as it relates to "assistant animals).

5. <u>Guests</u>

All guests must valet park their vehicle and otherwise comply with all other applicable parking rules as set forth herein and in the other Governing Documents.

The Association must be notified during normal business hours prior to the arrival of any/all guests that will be staying in a Unit overnight while a resident is away. Failure to pre-notify management of a guest may result in denial of entry.



Residences & Beach Club

Guest who are unaccompanied by an Owner, and using any portion of the recreational facilities within the Common Elements must (a) sign in with the front desk personnel upon entering the Building and present to the front desk personnel a photo identification; (b) obtain from the front desk personnel a guest pass; and (c) make such guest pass visible when using any portion of the recreational facilities within the Common Elements

If a guest is staying overnight and will be using the gym, pool/spa and/or cabana beach club an extended pass can be obtained from the Association's front desk.

Any guest residing in the unit for more than 30 days with or without the Owner present must go through the credit/criminal screening process as set forth in the Governing Documents.

Guests may not bring more than one (1) pet to the Condominium Property.

Guests bringing a pet overnight must furnish the Association with the vet immunization form set forth in Paragraph 3 above.

The guest pet shall not exceed 30 lbs. And the combined maximum weight limitation for both resident and guest pets in a unit must not exceed 50 lbs.

Beach Club Guest Limits - Residents who plan to have more than five (5) guests, including children, at one time must receive prior approval from the Association and the Resident must be present with their guests. These rules may be suspended or modified for special events or on Holidays.

6. <u>Trash</u>

All trash must be put in tightly sealed trash bags before using the Building's garbage chutes. All boxes must be broken down and walked to the dumpster located on the lobby south tower level.

There is a designated recycling bin in the south tower at the Association that is only to be used for recycling material. The Association is charged additional fees by its trash contractor for sorting out non-recyclable material. If a Resident places non-recyclable material in the recycling bin they are subject to the cost charged by the trash contractor, at the Associations discretion, which cost will be deemed to be a Special Assessment against the Owner of the Unit and will be subject to late fees and the payment of any collection fees should the Owner not promptly pay once assessed.

7. Use of Common Elements and Association Property

The entranceways, passages, vestibules, elevators, lobbies, halls, and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium Property. No carts,



RESIDENCES & BEACH CLUB

bicycles, carriages, chairs, tables, or other similar objects shall be stored in them. Each Resident's personal property must be stored within the respective Unit or within the storage lockers assigned to the Unit, if any.

Food and beverages may not be consumed on the Common Eléments, except as specifically permitted by the Board. Approval will be limited to consumption during public or private gatherings in the Common elements.

Shoes and shirts shall be always worn while in the interior Common Elements including lobbies and elevators.

8. Bicycle and Scooter Vehicle Registration

For the purposes of this Section 8, bicycles and scooters will be referred to as "Vehicle(s)". An annual Vehicle registration fee (plus any applicable credit card fees) in an amount determined by the Association from time to time, is required for all Vehicles stored within the Common Elements. The fees will be due on January 1 of each year. The foregoing fee is not pro-ratable and is non-refundable. As a condition for allowing use of the Common Elements, residents acknowledge and agree that unregistered Vehicles are subject to removal and disposal.

Vehicles must be re-registered each year. Any Vehicle without a current registration is subject to removal and disposal. Space is limited for Vehicle storage and is on a first come, first served, basis. Please check with management before bringing a Vehicle on site to be assured there is space to store it.

Registrations are limited to 2 adult Vehicles per unit and 1 Vehicle for each underage child.

Vehicle storage is limited to designated areas in the parking garage of the Building. Vehicles are not to be stored in the storage rooms, pool decks, residential or cabana hallways, or any other Common Element or Limited Common Element. This includes balconies within the Units. For the abundance of clarity, Vehicles are not allowed in any Common Element or Limited Common Element except where designated by the Board.

Vehicles must be walked, not ridden, in and out of the parking garage and past the entry gates into the parking areas. Riding in these areas can be hazardous and riders release the Association of any liability if they ignore these warnings and are injured. Vehicles cannot be ridden through other owners parking spaces or between other owner's cars.

Under no circumstance is a Vehicle allowed in the residence tower lobbies, hallways, stairwells, elevators, cabana facility or pool decks.



RESIDENCES & BEACH CLUB

Vehicles can be walked in and out of the cabana facility and across the pool deck for access to the beach, but they cannot be parked or left on the pool deck or in any other Common Element or Limited Common Element cabana area.

The Association shall not be responsible for the safety or safe keeping of any Vehicle regardless of where the Vehicle is stored. As a condition for the privilege of storing a Vehicle where designated by the Board, each Resident specifically releases the Association from liability of any kind for the stored Vehicle, including but not limited to liability for theft or damage to the stored Vehicle.

The Association has provided a limited number of spaces for parking guest Vehicles. Each guest with a Vehicle must check in with the valet upon arrival to be shown where to park. Temporary parking of Vehicles in any other area is prohibited and guests may not park their Vehicles overnight. Guest Vehicle parking is on a first come, first served, basis and Owners must check with the valet desk on availability before their guest arrives. Vehicle parking in the guest area is done at the risk of the owner and the Association assumes no risk for loss or damage, or any other risk, for Vehicles parked on the Condominium Property. Each guest, by parking their Vehicle in a guest area, specifically releases the Association from liability of any kind, including but not limited to theft or damage, to their Vehicle.

Electric bicycles and scooters must be charged off premises or have removable batteries that can be charged within the resident condominium unit.

9. Ocean Recreational Equipment Registration

The Association has a limited number of spaces for the storage of Ocean Recreational Equipment at the cabana facility. It is in the sole discretion of the Association as to what qualifies as Ocean Recreational Equipment. Jet skis or any other motorized equipment is prohibited and does not qualify as Ocean Recreational Equipment. The Association will charge an annual registration fee in an amount determined by the Association from time to time, plus any applicable credit card fees, for each piece of Ocean Recreational Equipment stored in this area. Such fee is due on January 1 of each year and is not proratable or refundable. As a condition for allowing use of the Common Elements, residents acknowledge and agree that unregistered Ocean Recreational Equipment is subject to removal and disposal.

Each piece of Ocean Recreational Equipment must be re-registered each year. Any equipment without a current registration is subject to removal and disposal by the Association.

Ocean Recreational Equipment registrations are limited to two (2) per Unit.

Ocean Recreational Equipment storage is limited to areas designated in the cabana facility by the Association.



Residences & Beach Club

Under no circumstance is Ocean Recreational Equipment allowed in the residence tower lobbies, hallways, stairwells, parking spaces and/or the elevators. They are not allowed to be placed on the pool decks, or balconies of the Units or cabanas. For the abundance of clarity, Ocean Recreational Equipment is not allowed in any Common Element or Limited Common Element except where designated by the Association.

Ocean Recreational Equipment can be walked in and out of the cabana facility and across the pool deck for access to the beach, but cannot be placed or left on the pool deck.

The Association does not accept any responsibility for the safety or safe keeping of any Ocean Recreational Equipment. Each Resident specifically releases the Association from liability of any kind, including but not limited to theft or damage, for Ocean Recreation Equipment stored on the Association premises as a condition for the privilege of registration and storage.

10. Outside Items

Bicycles, tricycles, scooters, skateboards, rollerblades and other play equipment, baby strollers and similar items shall not at any time be left in the hallways of the Building or other Common Elements or Limited Common Elements (including balconies, terraces, and patios). Skateboards and rollerblades or similar items are not to be ridden in the hallways or lobby of the Building or any other portion of the Common Elements.

11. <u>Alterations</u>

No Unit Owner shall cause or allow improvements or changes to his Unit or to any Limited Common Elements, Common Elements, or Association Property, which alters the exterior appearance thereof, or which could in any way affect the structural, electrical, plumbing, or mechanical systems of the building without obtaining the prior written consent of the Association.

12. Sound, Weight, and Flooring Restrictions

New tile installation on balconies is prohibited. Should existing tiles be removed, they cannot be replaced. If removed, a waterproofing system, approved by the Association, is to be placed on the concrete surface of the balcony prior to applying a top coating.

13. <u>Signs</u>

No sign, poster, display, billboard, or other advertising device of any kind including, without limitation, "FOR SALE", "FOR RENT", security service or construction signs shall be displayed to the public view on any portion of the Unit, Limited Common Elements or Common Elements except bulletin boards, entrance, directional, informational, and similar signs used by the Association.

14. <u>Air Conditioning Units.</u>



RESIDENCES & BEACH CLUB

Owners must periodically run the air conditioning system in their Unit and their Cabana to minimize the humidity in their Unit and Cabana and thereby minimize the potential development of molds and other micro toxins in their Unit and Cabana.

15. <u>Common Area Storage</u>

No personal items are permitted be left in the hallways of the Building or in any other portion of the Common Elements.

Storage in designated storage rooms and storage bins is limited to personal items that can fit within the confines of the Resident's allotted space. Storage in these areas is done so at the Resident's risk and the Resident acknowledges so in accepting use of those areas. Neither the Association nor its property management company is responsible for any lost or stolen items. Any items lying outside the Resident's allotted space or over the mark line will be discarded immediately.

The following items are prohibited in designated storage areas: Flammables or liquids, including paint. Furniture of any kind. Construction materials of any kind.

16. <u>Hurricane Protection</u>

An Owner may designate a firm or individual to perform the hurricane protection functions set forth in Section 17.19 of the Declaration, but such designation shall not relieve the Owner of any responsibility hereunder. Such firm or individual shall be subject to the approval of the Association, which approval must be received prior to such firm or individual performing such functions.

In the event an Owner fails to remove any objects from its balcony and terrace in accordance with Section 17.19 of the Declaration, the Association may remove same and charge the Owner for the cost of the removal and storage of the object(s), which cost may vary depending on the amount of work or storage needed. Any such cost will be deemed to be a Special Assessment against such Owner and will be subject to late fees and the payment of any collection fees should the Owner not promptly pay once assessed. Neither the Association nor its property management company will be responsible for damage done to property removed from the balcony, nor for any claims of damage or loss to any person or property in connection with their entry into the Unit to clear the balcony, if entry becomes necessary because the Resident failed to clear the balcony.

17. <u>Unit Maintenance</u>

All unit maintenance performed by outside contractors may be subject to Association requirements such as furnishing insurance coverage for the Association. When using an outside contractor, the Owner must contact the Association for any applicable requirements prior to the scheduling the arrival of the outside



Residences & Beach Club

contractor. If any applicable requirements are not met, or if they lapse, the outside contractor may not be allowed to enter the Building. Under no circumstance may a key to a Unit or a key fob be given to an outside contractor. A key and/or a key fob must be left with the Building's front desk along with completed access instructions for the outside contractor.

18. <u>Personal Grill Use</u>

Small residential size electric grills may be used on balconies of the Units provided they are approved in advance by the Association, which approval may be granted or withheld by the Association in its sole discretion. Any approved electric grill must be covered when not in use. Grills heated by any method other than electric are prohibited.

19. Parking and Prohibited Vehicles

No personal items are permitted to be stored in any parking space or other vacant area in the parking area. Notwithstanding the foregoing, residents are allowed to store one (1) personal size metal grocery cart in their parking space. Non-metal carts, or carts that have fabric or other non-metal sides are not allowed. Stored carts must be folded flat so as not to impede foot traffic. It is permissible to install a management approved hook within the confines of your parking area to hang carts. Said hooks can only be installed with adhesive backing. Installation of hooks with screws, or any installation that breaches the surface of the walls or columns, is prohibited.

Driving or wheeled entry in or out of the parking garage is limited to automobiles and motorcycles. All other modes of transportation (including but not limited to bicycles, scooters, skateboards, etc.) must be dismounted and walked into and out of the parking area.

No more than one motor vehicle may be parked in a single space, and in no event may a motorcycle or a motor scooter be parked in the same parking space as another vehicle or between any parking spaces.

All Residents must register their vehicle(s) with the Association. All Residents must purchase a parking RFID from the Association for each registered vehicle and display the parking RFID on the registered vehicle. The charge for a parking RFID shall be established from time to time by the Association in its sole discretion and no refunds will be given. If a Resident does not register a vehicle, then the Resident may not purchase a parking RFID for that vehicle. If a Resident adds a vehicle, damages their parking RFID or changes a vehicle the Resident must purchase a new parking RFID.

Residents are allowed to self-park their vehicle if their parking spaces do not block others; provided, however, that parking of vehicles in tandem parking spaces is only allowed by the Association's valet. Should a vehicle in a tandem space need to be moved, and the Association's valet does not have a key to the vehicle, then the vehicle may be towed by the Association at the Owners expense. Each of the Owners acknowledge same and release the Association of any liability should a vehicle require towing.



RESIDENCES & BEACH CLUB

For emergency purposes, the Association's valet must have a key for every vehicle that is registered with the Association. If a key is not furnished, then the vehicle may not be parked at the Association. Further, should a vehicle need to be moved, in the judgement of the Association, and the Association's valet does not have a key to the vehicle, then the vehicle may be towed by the Association at the Owner's expense. Each of the Owners acknowledge same and release the Association of any liability should a vehicle require towing.

Residents may not park more vehicles at the Association than their number of authorized parking spaces.

Resident's may hand wax vehicles within the confines of their parking space. Mechanical waxing and polishing devices are prohibited.

Residents that park their vehicle in a parking space owned by another Owner must first provide the Association with written authorization from the other Owner. In the absence of written authorization, the Association will assume the use of the other Owner's parking space was not authorized.

If a Resident's parking space is occupied by an unauthorized third party's vehicle, the Resident should see the Building's Valet and the Association's property manager for assistance.

A limited number of parking spaces for the parking of motorcycles and scooters are available in the parking garage for rent by Owners on a first come first served basis. The charge for such parking spaces shall be established from time to time by the Association in its sole discretion.

If a Resident is using a rental vehicle, the Resident MUST check the rental vehicle in with the Association's valet and obtain a temporary parking tag therefrom that indicates the assigned parking space for the Resident's vehicle, upon first arriving at the Association. The Resident must thereafter return the temporary parking tag to the Association's valet when the rental vehicle departs from the Association.

Short term guest parking for 15 minutes is allowed in limited spaces in front of the Building at the valet's direction and at no charge. Keys to the vehicle MUST be left with the valet.

All short-term guest parking MUST be done by the valet to assure parking in appropriate spaces and to control the entrance to the parking garage for security purposes. **GUESTS ARE NOT PERMITTED TO USE A PARKING RFID NOR IS THE GARAGE GATE TO BE OPENED FOR ANY GUE**ST. If a Resident opens the garage gate or allows their guest to self-park their vehicle, the Resident parking RFID will be deactivated immediately, all self-parking privileges will be revoked, and the guest's vehicle may be towed at the



Residences & Beach Club

guest/Owner's expense.

All guest and vendor vehicles MUST be parked by the Association's valet for a charge that is established from time to time by the Association in its sole discretion. **Due to the limited visitor parking, the Association's valet is only allowed to park two guest vehicles per Unit at any given time.** If a guest or vendor does not pay the charge, parking will be denied.

All vehicles must exercise caution when entering the Association's property and must watch for pedestrians and other vehicles. The designated traffic flow at the Association's property MUST be always followed. The speed limit on the Association's premises is 5 mph.

Parking at the cabanas is limited to two spaces. One space is designated solely for handicapped use only. The other is for loading and unloading only and is limited to parking for no more than 15 minutes.

20. Trickle Charger Usage in the Parking Garage

Residents are entitled to install plugs, at their sole expense, adjacent to their parking space in the garage for the use of trickle chargers to keep nonelectric vehicle batteries charged. Beginning January 1, 2024, owners who intend to use this amenity will be charged a non-refundable fee as determined by the Association from time to time, due and payable as of January 1 of each year. The foregoing fee is not pro-ratable and is non-refundable. If the fee is not paid, use of battery chargers is prohibited. These plugs cannot be used for any other purpose, including car vacuuming or any other type of car maintenance.

Residents with electric vehicles are only allowed to charge their vehicles on premises if they have installed a vehicle charger, inclusive of a separate meter, adjacent to their parking space in the garage at their sole cost and are responsible for the payment of all electric bills associated therewith. Installation of vehicle chargers and meters are subject to the approval of the Association's electrical engineer with the Owner being responsible for the costs of the engineer inspection and approval.

21. Lower Garage and Lobby Level Emergency Doors

Lower garage and lobby level emergency doors must be always closed. Do not leave any of those doors open for your own safety.

22. Employees of Unit Owner

Domestic employees of the Residents are required to enter the Building only through designated entranceways, must check in with the Association's front desk upon arrival, may not use the recreational amenities and may not use the Association's valet or building personnel to carry or deliver good or materials except as is necessary or required in connection with their employment. All employees of the Residents must valet park or park as directed by the Association's valet and must pay for valet parking.



Residences & Beach Club

23. Use of Association Employees

Employees of the Association are not to be engaged by the Residents during such employees 'normal working hours for personal errands which are not within the scope of the applicable employee's duties. The Board, through a management company engaged by the Association, shall be solely responsible for directing and supervising the Association's employees. If a Resident hires an employee of the Association for their own purpose, the Resident must first provide the Association with a hold harmless agreement in a form provided by the Association.

24. Liability for Damage

Each Owners is liable for any damage to the Common Elements and Limited Common elements caused by them, their family members, tenants, or guests,

25. <u>Move In/Out; Deliveries; Contractor Rules</u>

Residents are responsible for their movers, delivery personnel and contractors, including any damage they may cause.

All movers, delivery personnel and contractors will be given specific instruction on how to enter the Building by the Association's property manager. If the instructions are not followed, the Association reserves the right to terminate the work and expel the vendor from the Building.

All vendors must sign in with the front desk before entering the Building. A driver's license must be given to the guard and the vendor must wear a "Contractor's Badge" at all times while at the Building.

Move In/Out:

The hours are Monday through Friday from 8:30 a.m. to 4:30 p.m.

Not allowed at all on holidays and weekends.

Must schedule at least 72 hours in advance with the Association's property manager.

Moving companies must provide license and proof of insurance satisfactory to the Association prior to the move.

All items must be taken through the garage and only the padded elevator can be used.

Deliveries:

The hours are Monday through Friday from 8:30 a.m. to 4:30 p.m.

Not allowed at all on holidays and weekends.

Must schedule at least 72 hours in advance with the Association's property manager.

Delivery companies must provide license and proof of insurance satisfactory to the Association prior to the delivery.

All delivery items must be taken through the garage and only the padded elevator can be used.

Management Office * 2001 North Ocean Blvd. * Ft. Lauderdale, Fl 33305 Tel: 954-369-3349 * Fax: 954-369-3348



RESIDENCES & BEACH CLUB

Contractor Rules:

Work may only be performed Monday through Friday from 8:30 a.m. to 4:30 p.m.

Not allowed at all on holidays and weekends.

Must notify the Association's property manager when work is scheduled, and all applicable forms must be completed and submitted to the Association prior to any work being done.

Contractors must provide license and proof of insurance satisfactory to the Association's property manager prior to the work being commenced.

Residents are responsible for scheduling vendors in compliance with the above hours. Residents acknowledge the above hours and agree that work is to cease, and vendors need to vacate by 4:30pm. Should a vendor need additional time for their job, it is the resident's responsibility to discuss the hours with the vendor and reschedule if the deadlines cannot be met. Any extension of these hours must be approved by, and are in the sole discretion of, the Association.

The Association's valet cart is for valet use only. If time allows, the valet staff may use their cart to help with transporting groceries or suitcases from the valet building to your unit. The valets are not available to assist with transporting any goods other that groceries or suitcases. The valet staff or cart cannot be used for moving in/out, deliveries, furniture, or any other large items. Please do not request valet assistance for these items.

All work items must be taken through the garage and only the padded elevator can be used.

NO MATERIAL OF ANY KIND CAN BE LEFT ON ANY PORTION OF THE COMMON ELEMENTS OR THE LIMITED COMMON ELEMENTS. NO CONSTRUCTION MATERIAL OF ANY KIND CAN BE PUT DOWN THE BUILDING'S TRASH CHUTES.

26. <u>Smoking</u>

Smoking is prohibited in all Common Elements including, but not limited to hallways, elevators, lobbies, garage and recreational facilities.

27. <u>Recreational Facilities</u>

Use of all recreational facilities is done at the user's risk. The Association does not provide personnel for the user's protection and each user assumes any risk for themselves and for their actions. All posted signs in the recreational facilities must be obeyed. Further, the Association is not responsible for loss or damage of personal property used or left at any of the Recreational Facilities.

Pool/Spa and Cabana Rules:

- **a.** Pool/spa hours are from dawn to dusk daily.
- b. Residents/guests can access their cabana and/or pool deck from dawn to midnight daily.

Management Office * 2001 North Ocean Blvd. * Ft. Lauderdale, Fl 33305 Tel: 954-369-3349 * Fax: 954-369-3348



Residences & Beach Club

Residents assume all risk for accessing the pool and deck at any time and assume any and all risk for their actions.

- **c.** The county defines the perimeter area that is within four (4) feet of the pool or spa as a "wet deck". Access to the wet deck after dusk is prohibited by the health department. Therefore, notwithstanding the above ability to access the deck until midnight, access in the wet deck is prohibited after dusk.
- **d.** Residents/guests can walk through the pool deck for beach access from 6:00 am to midnight daily.
- 5. Glass containers are strictly prohibited in the pool/spa and on the pool deck or tables.
- f. No food or beverages allowed inside the pool/spa at any time.
- g. No Pets are permitted in the pool/spa or on the pool deck at any time. Resident's accessing their cabanas and/or beach must carry their pet across the pool deck. Reasonable accommodations will be made for all "Services Animals" (as defined by the American with Disability Act) and "Assistant Animals" (as defined by the Fair Housing Act).
- h. Smoking is prohibited at the pool/spa and pool deck.
- i. Music should be played at a level in consideration of the pool/spa users and cabana owners.
- j. No boogie boards/surfboard or floats are permitted inside the pool.
- **k.** No running, jumping, diving, or playing ball in the pool/spa or on the pool deck.
- I. Throwing any objects is prohibited in the pool or pool facility.
- m. Bringing sand to the pool deck is prohibited.
- **n.** No playing in or around pool equipment, storage areas or landscaping.
- o. All residents/guests must shower before entering pool/spa.
- **p.** Minors must be accompanied by an adult while in the pool deck, pool or spa.
- **q.** Children under the age of 6 are not allowed in the spa as per Broward County Board of Health.
- r. All non-toilet trained infants must wear appropriate swim wear while in the pool/spa.
- s. Pool furniture cannot be reserved and cannot be taken to the beach.
- t. Beach chairs should be returned to the storage stack after use and prior to dusk.
- **u.** Beach chairs are to be vacated so they can be secured by the Association staff by 5:00 pm on weekdays and 6:00 pm on weekends. Residents are responsible for their guests and will also be subject to fines if their guests do not vacate by the set times.

Cabana Grill Use:

Owners must reserve the grill with the Association in advance of usage. Usage and reservations are accepted on a first come, first served basis. The grill is available for use until 8:00 pm daily. The fee for the use of the grill shall be established by the Association from time to time.

Sports Lounge:

- a. Hours in the Sports Lounge are 9:00 am to 11:00 pm daily, subject to reservation by a resident for a private function.
- b. All people eighteen (18) years of age and under must be accompanied by a responsible adult



RESIDENCES & BEACH CLUB

when entering and/or utilizing the facilities.

- c. Music and TVs must be played at a level considerate of other Residents.
- d. Occupancy in the Sports Lounge is limited to 20 people.
- e. The Sports Lounge must be rented for parties of 10 or more.
- f. From time to time the Association may close the Sports Lounge for public use due to Association or private events.
- a. The Sports Lounge can be rented for private events by a resident. Rental is on a first come-first served basis and at the discretion of the Board. No commercial use of the Sports Lounge is allowed. Rental of the Sports Lounge is subject to a non-refundable fee and a conditionally refundable security deposit to cover all expenses and/or damage to the room, each in an amount to be determined by the Board from time to time. The Resident is responsible for cleaning and discarding all trash immediately following their function. The Resident is also responsible for any damage to the room and will be responsible for additional payment should damage exceed the security deposit.

Party Room:

- a. Hours are 4:00 pm to 8:00 pm Monday through Thursday. subject to reservation by a resident for a private function
- b. All people (18) years of age and under must be accompanied by a responsible adult when entering and/or utilizing the facilities.
- c. Music and TVs must be played at a considerate level of other Residents.
- d. Occupancy of the Party Room is limited to 30 people.
- e. From time to time the Association may close the Party Room for public use due to Association or private events.
- f. The Party Room can be rented for private events by a resident. Rental is on a first come-first served basis and at the discretion of the Board. No commercial use of the Party Room is allowed. Rental of the Party Lounge is subject to a non-refundable fee and a conditionally refundable security deposit to cover all expenses and/or damage to the room, each in an amount to be determined by the Board from time to time. The Resident is responsible for cleaning and discarding all trash immediately following their function. The Resident is also responsible for any damage to the room and will be responsible for additional payment should damage exceed the security deposit.

Gym:

- **a.** Hours are 6:00 am to 9:00 pm.
- **b.** All posted rules must be obeyed.
- **c.** Using the gym is restricted to age sixteen (16) or over. Children under the age of sixteen (16) are not allowed in the gym.



RESIDENCES & BEACH CLUB

- **d.** No loud music, television volume, or cell phone use is allowed.
- e. All equipment must be sanitized after each use.
- f. Proper gym attire must be worn.
- **g.** No equipment can be removed from the gym.
- h. Any damage to the equipment must be reported to the Association immediately.
- i. Do not drop weights or other heavy equipment on the floor.
- j. Do not open exterior doors or change the thermostat.
- **k.** Before leaving, please turn off all lights and televisions.

28. <u>Packages</u>

Packages may be delivered to the Building's front desk in accordance with the following:

- a. The Building's front desk will notify a Resident by Building Link and/or email whenever it receives a package.
- b. Residents must retrieve their package from the front desk within 72 hours of its notification.
- c. If a Resident allows a quantity of packages to accumulate at the front desk such that they are interfering with the smooth operation of deliveries of packages to Residents, the Association may notify that Resident that the front desk will not accept any additional packages for that Resident until all current packages have been picked up by that Resident.
- d. The Building's front desk will require each Resident to present an identification and sign for the package before releasing the package to the Resident. The front desk will not accept cash on delivery (C.O.D.) packages.
- e. The Building's front desk will not accept packages that weigh more than fifty pounds, packages marked as ammunition, packages marked as hazardous, packages that are leaking, or packages that are emitting noxious odors.
- f. The front desk will not accept registered or certified mail.
- g. The Association reserves the right to dispose of any packages or deliveries that present a hazard, in the sole judgement of the Association, or noxious odor. All Residents acknowledge this right as a condition to the Association providing the convenience of package and delivery acceptance for Residents.
- h. Packages and deliveries are accepted at the Building's front desk for the convenience of the Residents. The Association accepts no responsibility for storage or safety of packages or deliveries and the Residents acknowledge that the Association has no liability as a condition of the Association accepting any delivery or package.
- i. Groceries, food, and delivery of other personal item will be accepted by the front desk, subject to immediate retrieval by the Resident upon notification. Under no circumstances are personal delivery personnel allowed to deliver to a Unit or enter the Building past the security desk.



RESIDENCES & BEACH CLUB

VUE CONDOMINIUM ASSOCIATION 2024 Fee Schedule *

Annual Usage Fees

Bicycle-\$25 per bike per year plus applicable credit card fees

Ocean Recreational Equipment-\$25 per year for each piece of equipment plus applicable credit card fees

Trickle Chargers-\$25 per year plus applicable credit card fees

Special Use Fees

Party Room and Sports Lounge Rentals -\$100 non-refundable fee plus applicable plus applicable credit card fees -\$500 refundable security deposit to cover all expenses and/or damage to the room(s)

Grill Use-\$5 per use or \$50 per year for unlimited use

Valet Parking -\$5 for daily term parking -\$8 for overnight paring

Motorcycle Parking-\$50 per month plus applicable credit card charges

Non-Recurring Fees

Pet registration fee-\$100 per pet plus any applicable credit card fees

Fee for not returning temporary decal for Rental Cars-\$75 plus any applicable credit card charges.

RIFD Sticker Fee-\$15 plus any applicable credit card charges

*All of the above fees are subject to change at any time in the Boards discretion.

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