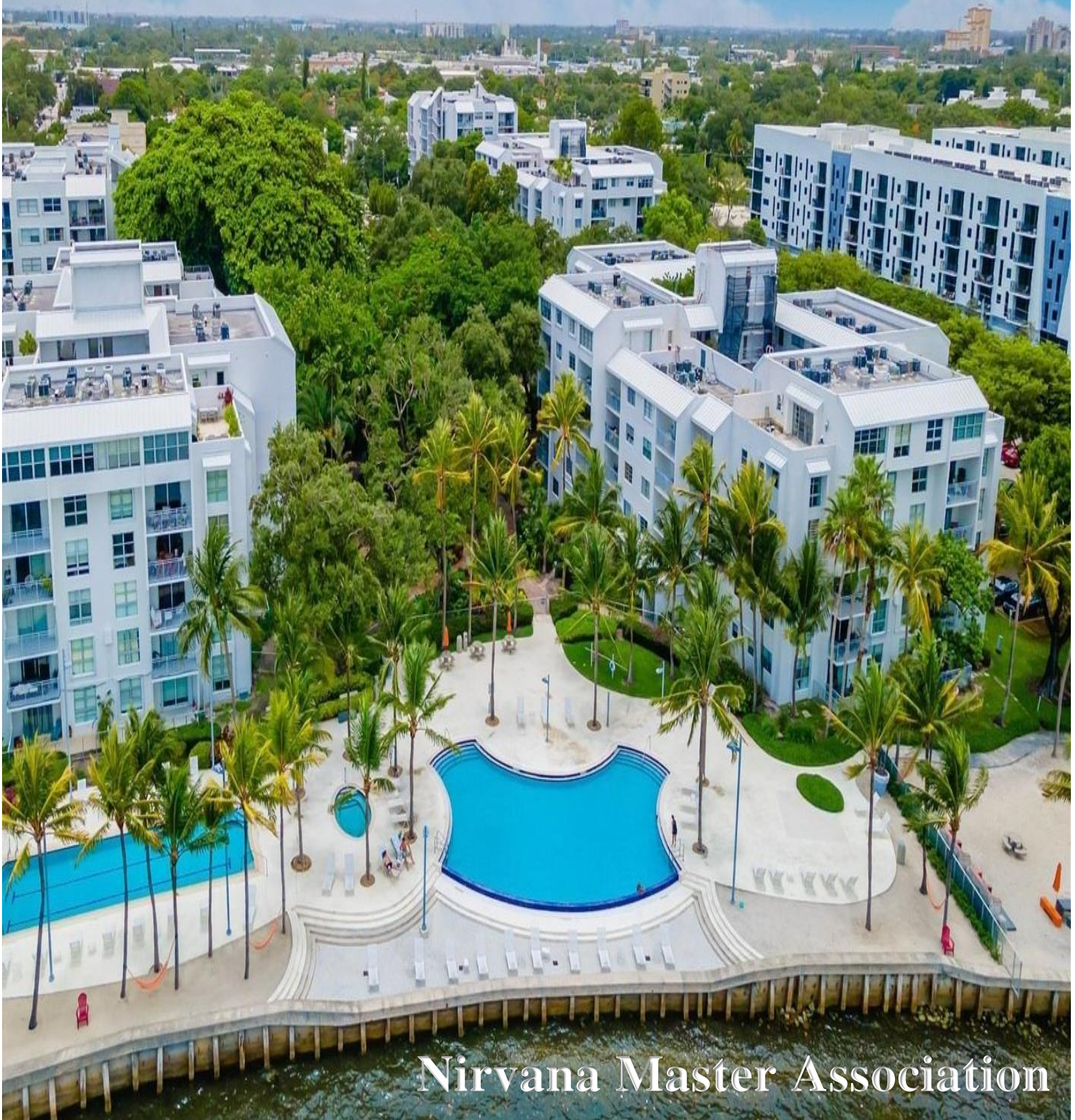


# Master Rules and Regulations



Nirvana Master Association

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**WELCOME TO**  
**Nirvana Master Association, Inc.**

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The Rules and Regulations of the Nirvana Master Association are designed to create a congenial, pleasant, and dignified residential atmosphere for all Residents, Visitors and their Guests. Enjoyable condominium living requires that all Residents use their individual units and common elements in a manner which will not unreasonably or unnecessarily disturb their fellow residents. Respect and cooperation among all members of the Nirvana community is essential to continue strengthening our community.

*Las Reglas y Regulaciones de la Asociación de Maestros Nirvana están diseñadas para crear un ambiente residencial agradable, agradable y digno para todos los Residentes, Visitantes y sus Invitados. Una vida agradable en un condominio requiere que todos los Residentes usen sus unidades individuales y elementos comunes de una manera que no moleste innecesariamente o irrazonablemente a sus compañeros residentes. El respeto y la cooperación entre todos los miembros de la comunidad Nirvana es fundamental para seguir fortaleciendo nuestra comunidad.*

It is the intent of the Rules and Regulations to be uniform and of reasonable standards for all residents of our community. Nevertheless, there may on occasion be a unique circumstance that would necessitate a limited waiver or exception to the Rules and Regulations to affect a reasonable accommodation for a specific resident or situation. In that event, a resident may petition the Board, in writing, to allow a specific limited waiver or exception to a Rule or Regulation. The Board shall review such a request and issue a ruling on the application of a waiver or exception at its next regularly scheduled meeting.

*La intención de las Reglas y Regulaciones es ser uniformes y de estándares razonables para todos los residentes de nuestra comunidad. Sin embargo, en ocasiones puede haber una circunstancia única que requiera una renuncia limitada o una excepción a las Reglas y Reglamentos para efectuar una adaptación razonable para un residente o situación específica. En ese caso, un residente puede solicitar a la Junta, por escrito, que permita una exención o excepción limitada específica a una regla o reglamento. La Junta revisará dicha solicitud y emitirá una decisión sobre la aplicación de una exención o excepción en su próxima reunión programada regularmente.*

These amended set of Rules and Regulations were adopted by the Board of Directors on XXX 2021. This document is available in both English and Spanish Versions and a copy may be requested by the Management Office at any time.

*Este conjunto de Normas y Reglamentos modificados fue adoptado por el Consejo de Administración el XXX de abril de 2021. Este documento está disponible en versiones en inglés y español y la Oficina de Administración puede solicitar una copia en cualquier momento.*

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## 1 – DEFINITIONS

For the purpose of these Rules and Regulations, the following definitions shall apply:

"Adult" is any person who has attained the age of eighteen.

"Aggressive Dog" means any dog that has been designated as aggressive by any legally governing authority at any time.

"Association" is the Nirvana Condominium Master Association Inc, entity responsible for the operation of the Common Areas of the Nirvana Condominiums.

"Common Area" are those portions of the condominium property, inside or outside the building, which are not included in the units, but appurtenant thereto.

"Common Elements" are those component features of Common Areas and may be either common in nature or a Limited Common Element associated with an individual Unit, as described, and defined in the Declaration of Condominium.

"Staff" are those employees of the Association, or of the Management Company contracted by the Association, responsible for Front Gate operation, Management Office duties, Access Control for the property, first-line of enforcement of the Rules and Regulations, contractor registration and control for Association and Resident's contractors, investigating and reporting incidents on the property, notification and assistance to First Responders (Police and/or Fire) to respond to incidents on the property, and other authorized services to Residents, Visitors and Guests.

"Security Supervisor" is the lead member of the Security Staff, reporting to the Property Manager, who is responsible for the scheduling, assignment, and supervision of the Security Staff.

"Condominium" is the form of ownership of real property created by the Nirvana Declaration of Condominium.

"Condominium Documents" are the Articles of Incorporation, Declaration of Condominium, By-Laws and Rules and Regulations.

"Contractor" is a vendor under contract with the Association or a Resident to perform professional, trade or other services in or around the building or in a Unit. All Contractors must check in with the Management Office before entering a Unit.

"Dangerous Dog" means any dog that has been designated as dangerous in writing by any legally governing authority at any time.

"Domestic Worker" is any person employed by a Resident for his/her own service or that of his/her family. This term includes, but is not limited to, maids, butlers, valets, chauffeurs, healthcare workers, nannies, and babysitters. A live-in Domestic Worker is considered to be a Guest, not a Resident. A non-live-in Domestic Worker is considered to be a Visitor.

"Reception Desk" is the area of the Condominium staffed by the Office Staff, where Visitors and Guests are registered; forms, notifications, messages and maintenance requests are received; questions are answered; and other authorized resident services are performed.

"Security Gate House" is the area of the Condominium staffed by Security Staff where Visitor, Guest and Domestic Worker arrivals, food deliveries, and contractors are announced. The Security Gate House is staffed 24hours/day.

"Guest" is any person receiving overnight hospitality of a Resident without monetary compensation by the non-residents and who is not permanently residing with the Resident as a member of his/her family.

"Management" means Property Manager or any of the Property Manager's staff with properly delegated authority or assigned responsibility to perform the duties of the Property Manager.

"Management Office" is the area of the Condominium housing the Manager and the administrative staff. This office is open on non-holiday weekdays from 8:00am - 5:00pm or otherwise as may be posted on the office door from time to time.

"Minor" is a person who has not attained the age of 18.

"Owner" is the publicly recorded holder of legal title to a unit. Unless the Unit is leased to a Tenant, an Owner is entitled to use the Common Elements in accordance with the purposes for which they are intended, provided that no such use may hinder or encroach upon the lawful rights of other Owners or Residents.

"Pools" means, and is limited to, the three swimming pools as delineated by the physical containers enclosing pool water.

"Pool Area" includes the pools, the surrounding fenced deck and shrubbery.

"Property Manager" or "Manager" is the individual hired by the Association to manage the operations and daily affairs of the Association.

"Resident" is a person who is the lawful, regular occupant of a condominium Unit. Visitors, Guests, or live-in Domestic Workers are not Residents.

"Tenant" is a person who holds either individually or jointly, a lawful agreement for a minimum of one year to use and occupy a Unit. A Tenant shall have the same rights to use condominium property and Common Elements as the Owner, but the Owner shall not have such rights during the Tenant's occupancy, except as Guest.

"Unit" is a residential part of the condominium property that is subject to exclusive ownership. The term includes the undivided share in the Common Elements, which are appurtenant to the Unit.

"Visitor" means a person who enters temporarily (not for overnight accommodation) onto condominium property for social, business, or professional reasons, including visits for site inspections. Contractors and workers employed by the Association or its Residents, except for live-in Domestic Workers, are no.

## 2- GENERAL RULES

- A. Selectors or solicitations of any type, is not permitted on property. This includes door to door materials, door hangers or any other material excluding official notices and newsletters from the Association and/or Board of Directors.
- B. Feeding of wildlife to include stray cats and dogs is NOT ALLOWED. This does not apply to those cats designated by the Nirvana Condominium Association as permitted.
- C. Repairs or improvements to an individual unit is the responsibility of the unit owner and must have prior approval from the Board of Directors of your Condo Association. Repair work involving excessive noise (cutting tile, sawing, drilling etc.) is to be done between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday and on Saturdays between the hours of 9:00 a.m. and 1:00 p.m. Work is NOT permitted on Sundays and legal holidays. All work must be done within the unit NOT in any common area i.e., walkways or atrium areas. Unit owners must ensure all construction materials are removed from the property by the person(s) doing the work. Materials are NOT to be disposed of in Association trash bins. Identified violators will be charged for the removal of said materials. All anticipated work must be approved by the Association before commencement.
- D. In order so that Management can attend to the daily requirements of their job, all complaints made to the Association must be in writing with a name, unit, and phone number. Complaint forms will be available in the management office for submission. Complaints via email may also be accepted, as long as complainant is a Resident of the Association. No in-person, verbal complaints will be permitted. Staff has the right to refuse service to Residents who choose not to comply with these provisions.
- E. All roof tops, electrical, elevator, and fire pump rooms are restricted areas accessible by Association staff and approved service vendors only Violators will be subject to criminal prosecution.
- F. Walkways, entrances, passages, and like portions of the common areas shall not be obstructed nor used for any purpose other than ingress and egress to and from the Association property and individual units; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein except in areas (if any) designated for such purpose.
- G. Skateboards, rollerblades, roller skates or scooters of any kind are not to be used in any common area on the property.
- H. Residents of Nirvana may not be an employee of the Association.
- I. Association employees, on duty, are employed for the exclusive direction of Association Management. Residents are not to direct the actions, or attempt to influence the actions of employees, for any reason. Residents may not threaten the employment status, or verbally abuse employees or staff in any way. Verbal abuse includes but is not limited to the use of profanity and/or threats of employment or employment termination.

### **3- OCCUPANCY OF UNITS**

- A. Units shall not be permanently occupied by more than two (2) persons per legal bedroom.
- B. No person shall commit or permit any immoral or illegal act in any Unit or in any of the Common Areas.
- C. No person shall make use of any of the Units or Common Elements that violates the laws, ordinances or regulations or any government body having jurisdiction or Condominium Documents.
- D. The Owner of a Unit which is not owned by a natural person or persons must designate the occupants of that Unit, which designation may not be changed more than once per 90 days and no more than two leases per year. The Association has the right and duty to approve or disapprove any designated occupant in advance of such occupancy.
- E. No business that accepts customers from the outside, or shipments to or from the business, shall be conducted from within a Unit.

### **4- SECURITY**

- A. The area behind Gate House is off limits to all persons who are not employees of the Association. Us Postal workers, delivery personnel, and other persons or workers may be allowed inside the Guard House only with specific approval of the Security Supervisor.
- B. Security and managing delivery of furniture, appliances, and special deliveries such as food and groceries are made through the Management Office and coordinated by Security.
- C. The Security Staff is instructed to deny entrance to all solicitors and stop all forms of door-to-door solicitations by Residents, Guest, Visitor, or other individuals.
- D. Securing and Managing the use of the elevators is a function of Security. Residents wishing to use the elevators must notify Management and reserve the elevators for a date and time. Residents who are planning major installations renovation or repairs shall advise the Contractors of the need for coordinating use of the freight elevator with the Manager and Security Supervisor.

### **5- NOISE/NUISANCE**

- A. No unreasonable noise, disturbance or unruly behavior shall be allowed in residential hallways, atria, or common areas. Minors playing in hallways or other Common Area must be supervised by a parent or other adult-in-attendance to prevent injury to themselves or others to prevent disturbances to the tranquility of other Residents.
- B. No unreasonably loud sounds that can be heard outside of a Unit from which the sounds originate shall be allowed between the hours of 10:00pm and 9:00am.

- C. Installations, renovation, and repairs by workmen are allowable only during non-holiday weekday hours between 9:00am-5:00pm. Hammering, drilling, or other impact noise activities are not permitted before 9:00am or after 5:00pm on non-holiday weekends.
- D. A resident shall not play or permit the playing by Visitors, Guest or Domestic Workers of any musical instrument, radio, television stereo system, or other similar equipment at a sound level which is disturbing to a Resident of another Unit and interferes with his/her peace/tranquility.
- E. Vocal or musical instrument lessons in units must be conducted between the hours of 9am and 5pm on non-holiday weekdays.

## **6- USE OF COMMON ELEMENTS**

- A. Common Areas and Common Elements of the condominium are exclusively for the use of Residents and Association Management. Residents may entertain Guests and Visitors in their Units, but not in the hallways.
- B. Owners who have leased their Units have transferred all of their rights to use of Common Elements to the Tenants occupying their Units. Such Owners do not retain duplicate rights for use of Common Elements.
- C. Residents shall not cause any disturbance or noise in Common Area or Common Elements that will unreasonably interfere with the peace, comfort, or tranquility of other Residents, nor shall they permit such disturbance or noise by their Guests, Visitors or Domestic Workers. Security is instructed to halt or arrange cessation of such disturbance or noise, which they may observe or is brought to their attention.
- D. Residential catwalks are Common Elements and are emergency evacuation pathways. Residents may not place personal property, such as potted plants, furniture, strollers, statuary, or other decorations in the catwalks. Such personal property shall be kept inside the individual Units or stored in authorized storage spaces. Residents are permitted to place a floormat in front of each entry door.
- E. Changing of diapers or children's underclothing is prohibited in the Common Areas except in designated bathroom areas.
- F. Changing from bathing attire to street clothing, or the reverse, is equally prohibited in Common Areas except in designated bathroom areas.
- G. Smoking is not permitted in Common Areas including Catwalks and Atria.
- H. Roof area are off limits to any Resident, Guest or Visitor. The roof doors are kept locked in protection of all Residents. Only service and maintenance people authorized by Management and supervised inspectors are permitted on roof areas.
- I. No open-flame cooking or barbecuing is allowed in any of the Common Areas or Common Elements except in the BBQ area and with prior management approval. See Exhibit D for further information.
- J. The Resident employer of all Domestic Workers and Contractors is responsible for all activities of these persons while in the Common Areas.

## **7- UNIT BALCONIES**

- A. Permanent attachment of fixtures such as plants, baskets, containers, chimes, plaques or other objects to the ceilings, floors, walls, or hurricane shutters on balconies is not permitted. Wind chimes or any other noise emitting items are not allowed on balconies. Nothing placed on balconies, except for potted plants, shall extend above the enclosure of the balconies (railings or parapet walls) and be visible from the ground. Impermanent while lights may be permitted by Residents for use on balconies and terraces.
- B. In accordance with Section 718.113(4) Florida Statutes, Residents are permitted to display the flag of the United States only from balconies. Appropriate decorations may be displayed during holidays or seasons. All exterior displays must be securely anchored to prevent injury to persons or damage to property in event of winds, storms, etc. Management reserves the right to order the removal of any display deemed dangerous to Residents, third parties, or condominium property.
- C. Balconies may not be enclosed by screening or other material.
- D. Clothing, towels, laundry, carpeting, or any other similar item may not be draped or hung on balconies. Items being cleaned or used for cleaning may not be shaken on balconies or catwalks.
- E. No one may cause washing water or sprinkler or potted plant waters to fall from balconies or cause dirt, debris, or damage to windows, walls, and balconies of lower Units or vehicles parked below.
- F. Open-flame barbequing or cooking on balconies is prohibited.
- G. No carpeting may be used as a floor covering on any balcony. The material retains moisture and may damage the concrete and steel below.
- H. Balconies are not to be used as storage areas.
- I. Nothing (including water and cigarettes) may be dropped, thrown, or poured from balconies.
- J. No antennas, aerial or satellite dishes may be installed on balconies without prior approval of Management.

## **8- GUESTS AND VISITORS**

- A. Guests and visitors invited by Residents for hospitality in their Units or to a function in a Common Area must be registered and cleared by Security. This procedure is not necessary for Guests and/or Visitors accompanied by the Resident. Any guest staying more than 30 days is considered a permanent Resident and must be approved by the Association.
- B. Guests may reside in Units of Residents during either the occupancy or absence of the Owner or Resident. In either case, Guests are subject to the same rules and regulations that apply to Residents. This permission shall not be interpreted to allow the short-term rental of the Unit.

- C. Residents shall notify Management if Guests are to occupy their Units during their absence. This notification shall be in writing and must include the names of Guests (including all Minors), arrival and departure dates. The Manager must authorize the request, and a copy of such authorization shall be given to the Security Staff. Unless such authorization is at the Front Desk upon arrival of said Guests, they will not be permitted access to the property.
- D. Time limits are imposed on Guests occupying a Unit in the absence of the Resident. An initial occupancy limit for Guests is 30 consecutive days.
- E. Visitors must be always accompanied by Residents when using building amenities and accessing Common Areas.

## **9- DOMESTIC WORKERS**

As states in Definitions, non-live in Domestic Workers shall follow the same security procedures as Visitors. Their arrival at the Front Gate will be announced by Security to the Resident for authorized entry unless the Resident has previously authorized the Domestic Worker's access to the Unit in writing and such authorization is on record with the Front Desk.

## **10- ABSENCE OF RESIDENT**

- A. Residents who plan to be absent for more than two days shall prepare their Units in a manager to protect the Units as well as condominium property. Such Residents shall take the following precautions.
- B. Secure or remove all furniture, plants, and other objects from balconies, especially during hurricane season (May 1st - November 30th)
- C. Close and secure hurricane shutters if any part of an absence is during hurricane season.
- D. Close the main water shut-off valve in the Unit, if any.
- E. Residents shall designate a responsible person or firm to handle matters in case of an emergency or an event which could cause damage to either the Unit or condominium property. The Management Office must be provided with the name and telephone number of such person or firm.
- F. All Residents shall provide the Management Office with the address, telephone number and/or email where contact with the Resident can be made or messages left for Resident.
- G. In the event of an emergency, and in order to avoid or mitigate damage to any Unit or Common Elements, Management may act on behalf of a Resident, and all reasonable expenses incurred which are otherwise an Owner's responsibility shall be reimbursed to the Association by the Owner.

## **11 – PETS AND ANIMALS**

THE TERM “PET” IS LIMITED TO DOMESTICATED DOGS, CATS, BIRDS AND FISH.

- A. Each unit may have up to two (2) non-aggressive or non-dangerous domesticated pets (dog, cat, or bird only) except for Building D which may have one (1) pet only per unit. Pets of any kind that regularly create a nuisance or disturbance shall not be kept on condominium property or in Units. Livestock, reptiles, or fowl will not be permitted in or around any unit or common area.
- B. All pets or animals kept on condominium property by Residents must be registered with the Management Office. Failure to register pets may result in additional fines.
- C. Proof of City/County registration and updated health/vaccine documents must be provided at the time of registration.
- D. Residents are fully responsible for any damage to person or property caused by their pet(s).
- E. Any and all information regarding pets known to be designated as dangerous or aggressive at any time must be presented in writing to the Association at the time of application for residency, upon possession of animal on premises, or at the time the designation is determined. The Association reserves the right to immediately have any animal removed from premises at the expense of the Unit Owner for a delay in disclosure to the Association of more than thirty (30) days.
- F. Any pet or pets known to be designated as dangerous or aggressive, and which continue to act in an aggressive or dangerous manner, as determined by a majority of the Board of Directors of any Nirvana Condominium Association entity, may be removed from the premises at any time by the Association at the expense of Unit Owner.
- G. Tenants with pets must provide proof of written permission from owner of unit before pet may be registered with the Association.
- H. Pets must be on a leash, carried, or in a carrier when outside the Resident’s Unit. Pets are not allowed in the pool area, sand areas, or gym.
- I. Residents are responsible for complete disposal of the pet droppings in all areas. Residents are responsible for the thorough cleaning of the soiled areas. Failure to clean up after a pet may result in Association fines, denial of lease renewal by the Association, forfeiture of security deposit, and/or suspension of privileges of use of common area amenities.

## **12- PARKING**

- A. Residents MUST register all vehicles with Management.
- B. To register your vehicle, you must provide the Association with (1) a valid vehicle registration and (2) proof of insurance.

- C. The Master Association documents provide for one (1) vehicle per legal bedroom. Additional vehicle registrations are subject to fees as proscribed by The Master Association. The Master Association reserves the right to issue waivers or make exceptions to this provision on a case by case basis in writing.
- D. Vehicle registrations and insurance renewals must be kept updated with the master Association Management Office. It is the responsibility of the unit owner, lessee and or resident to provide the Master Association with updated renewals annually.
- E. In the event that a Resident change a registered vehicle, he/she shall inform the Management Office and establish a new registration for a newly acquired vehicle within 30 days.
- F. Each unit is authorized to have no more than one (1) vehicle per legal bedroom (excluding mopeds and motorcycles) registered at any given time. Anyone requesting more than one vehicle per bedroom must acquire the approval from the Master Association and pay additional fees.
- G. All vehicles, including mopeds and motorcycles on property MUST confirm to all federal, state, and local law ordinances and be registered with the Management Office.
- H. Boats, Jet skis, campers, non-Association golf carts, trailers, passenger, and cargo vans are not permitted in any areas.
- I. All vehicles must be parked in designated parking spaces, with the white lines so as not to obstruct adjacent vehicles, walkways, fire lanes or other common areas. Vehicles may not be backed into any parking space without written Association approval. Parking in grassy areas, roadways, fire lanes, and/or any place that is not clearly marked parking space is strictly prohibited. Residents, Guests and Visitors of Nirvana are not authorized to parking in the parking spaces marked "RESERVED" without prior approval.
- J. Parking Spaces located under Buildings D & G are for residents of those buildings only. Any vehicle parked in the space underneath these buildings must display a resident decal for that appropriate building. Any vehicle parked in these spaces that do not display the appropriate association-issued resident decal will be towed at the vehicle owner's expense. Please see "Towing Procedures" in the Exhibits for details.
- K. Guests, domestic workers, and visitors shall use only visitor parking.
- L. No parking is allowed in and around the circle or along roadways adjacent to the Management Office or in front of Security Guard House.
- M. Any violation of the parking rules subjects a vehicle to towing at the owner's expense. See "Towing Procedures" for details.
- N. Van and pick-up trucks, excluding mini vans must have a clean, empty bed and not display any items, i.e., ladders, tools, debris.
- O. Items may not be "sticking out of" or protruding from vehicle at any time. Violating vehicles will be towed at the vehicle owner's expense. See "Towing Procedures" for details.
- P. All vehicle parked on property MUST be able to be always driven and legally registered. Violating vehicles will be towed at the vehicle owner's expense.

- Q. Unit owners, tenants and or residents who have a “Temporary” vehicle such as a rental or a borrowed car must provide a copy of the rental or repair shop agreement before a “Temporary Resident Pass” will be issued allowing the resident to continue to park in the Resident parking area. These agreements must be in the resident’s name only. Temporary passes will be issued on a weekly basis for a period of no more than thirty (30) consecutive days.
- R. All Visitors and Domestic Workers must show photo ID and park in designated yellow spaces marked “visitor.” In the event there are no visitor spaces, visitors may park in the Residential parking area.
- S. Visitors must display the Nirvana parking pass face up on the dashboard. If a pass is not displayed, and vehicle cannot be identified by Security, vehicle will be towed at owner’s expense without warning.
- T. Washing, servicing and/or the mechanical repair of vehicles, to include changing of oil, is strictly prohibited.
- U. Residents are responsible for cleaning up spills or leaks from their vehicles and the vehicles of their visitors or guests.
- V. The vehicle speed limit along all roadways and parking areas is 5 MPH.
- W. The Association claims no responsibility for damages or losses to personal property or vehicles parked by Residents, Guests, Visitors or Domestic Workers in the parking areas on condominium property. Vehicles parked in these areas are parked at the owner’s sole risk.
- X. Bicycles and similar non-powered transportation devices must be stored in a Resident’s unit or in storage areas designated for bicycles.
- Y. Parking Under trees may cause sap and other objects/debris to fall on your vehicle. The shedding of tress, whether due to strong winds or otherwise, are considered to be an act of God. The Master Association is not responsible for any damages to vehicles parked on the Nirvana property caused by, but not limited to, another vehicle, another residents or visitor or guest of residents, nature and/or acts of God.
- Z. South Florida has an infestation of whiteflies throughout the year. The secretions from this pest can stain and/or damage your paint if not washed off. The Association is not responsible for the damages caused by whitefly or any other pest secretions. The Master Association chemically treats for this year-round. Residents are urged to wash vehicles often during the time of the year when whitefly (April - October) and other pest infestations are rampant.

### **13- ACCESS**

- A. All Residents are required to provide Unit entrance key(s) or valid access code to the Management Office for emergency or authorized access purposes. Management will not give a Unit key to any non-residents, unless specifically so instructed in writing by the Unit owner.
- B. Facilities and procedures have been implemented in the Management Office to hold and protect Unit entrance keys. A key will be surrendered by Management only to the Unit Owner, Resident of the Unit, or any person authorized in writing by the Owner or Resident to receive a

key, or to the Manager or his/her designee in the case of an emergency or required access. If there is no written document, Management shall call the Resident for authorization. If there is no response, the key shall not be given out to any unauthorized persons.

- C. Residents shall not give an access card to their Guests, Visitors or Domestic Workers. Such action by a Resident, without special permission by the Manager or the Board, is a violation of these Rules and Regulations and may subject the Resident to a fine. Guests, Visitors, and Domestic Workers should not ordinarily need to have an access card to enter the building or common elements in accordance with these Rules and Regulations.
- D. All access cards and transponders will be deactivated upon termination or expiration of a tenant's lease and cannot be transferred. All new residents must purchase new replacement access card at their own expense.

## **14- STORAGE AREAS**

- A. Personal property of Residents kept on condominium property must be stored either in their Units or in designated storage areas.
- B. Nothing of a volatile, flammable, or odorous nature shall be allowed in storage areas, or anything that poses a health or safety hazard of any kind. No perishable food or other items that might attract insects or rodents may be stored in any storage area. Other items which are not permitted in storage rooms: oil-based paints, mineral spirits, mattresses, kitchen appliances, bicycles, tires, unwrapped glass objects. All property in the common storage rooms must be boxed and marked with name and unit number. Any item too large to be boxed must also be clearly marked with name and corresponding Unit number.
- C. Property stored in the common storage rooms is stored at the owner's risk. The Association has not liability or responsibility for damage or loss of property stored in the common storage rooms, storage bins or bicycle storage areas due to theft, damage, or fire, nor will it be held responsible for discarding unmarked items or items not allowed in storage rooms. The Association will discard unauthorized, unmarked, or flammable or toxic items from any storage area as necessary.

## **15- GARBAGE AND TRASH DISPOSAL**

- A. All garbage and small trash must be placed in garbage bags, securely tied, and deposited in the chute.
- B. Large items of furniture or appliances are not to be disposed of or placed in or around the trash containers. All large items or appliances designated for disposal must be arranged for off-site removal or with coordination through the Management Office
- C. Rinsed, plastic and aluminum materials shall be placed in the recycling bin in the trash room. No other items shall be placed in the recycling bins such as pizza boxes, unrinsed food containers, or items not designated as recyclable by Waste Management or other waste recycling authority.

## **16- LAUNDRY ROOMS**

- A. Pre-paid card-operated washers and dryers are located in the Laundry Rooms of the Condominiums. Laundry rooms are open daily. Cards may be refilled with additional funds via the machine next to the washers.
- B. Instructions for using the laundry rooms and machines are posted on the walls of these rooms. Residents and Domestic Workers using the laundry rooms shall keep noise at a minimum in consideration of nearby Residents.
- C. No personal items or trash shall be left in the laundry room after using them.
- D. The Association is not responsible for damage or loss of items resulting from use of the washers and dryers. Residents are responsible for the actions of their Guests and Domestic Workers while using these machines. Care shall be taken not to overload the washers and dryers.

## **17- MAIL AREA/BULLETIN BOARD**

- A. One bulletin board is located in the mailroom, and one in the laundry room and gym for posting of notices by the Association, and the one in the laundry room and gym are for the use of Residents.
- B. Notices by residents may be posted at the Association's discretion and may be removed at any time.

## **18- POOL AND POOL AREA**

- A. All persons using the Pools and Pool Area do so at their own risk. There is no lifeguard on duty. All minors must be accompanied at all times by an adult.
- B. Diving into the pool is not permitted. Running and rough playing in Pool or Pool Area is not permitted.
- C. All persons using Pool must wear proper bathing attire. Changing from bathing attire to street clothing, or the reverse, in the Pool Area is prohibited.
- D. All persons must shower before entering the Pool.
- E. No incontinent person of any age is allowed in the Pool.
- F. Florida law PROHIBITS use of pools by anyone with open sores, cuts or a communicable disease.
- G. State law requires showering before entering the pool water.
- H. No pets may be brought into the Pool Area.
- I. Portable or inflatable pools, surfboards, floating chairs, plastic or rubber balls, baseballs, footballs, frisbees, and the like are prohibited in the Pool and Pool Area.

- J. Radios may be played in the Pool Area at a reasonable noise level to be determined security. Residents and their guests or visitors using the pool or pool area must keep all noise at a reasonable level. Yelling, screaming, running, throwing out items and any kind of rough playing will not be permitted.
- K. Food and beverages are allowed in the Pool area, but not in the pool. No breakable dishes, glasses, or bottles of any kind shall be brought into the Pool or Pool Area. Cooking on grills, stoves, or any other device is prohibited in the Pool Area.
- L. Used beverages and food containers, including lids, caps and pull tabs, discarded books, newspapers, magazines, food leftovers and other debris of any nature shall be placed in trash receptacles located within the Pool Area.
- M. Residents may have a maximum of five (5) Guests or Visitors, per unit, including Adults and Minors using the Pool Area at any one time on any day, including Saturdays, Sundays and holidays. Residents must be present at all times with Visitors.
- N. Except for Healthcare Workers assisting a resident, Domestic Workers are not allowed in the Pool.
- O. Lounge chairs CAN NOT BE RESERVED and are used on a first come, first served bases. Users are responsible for wiping off excess oils. Pool furniture is to be kept and used and remains in the respective places and may not be taken to any unit.

## **19- GYM AND STEAM ROOMS**

- A. All persons using Gym and Steam Rooms do so at their own risk.
- B. The Gym and steam rooms are for the exclusive use of the Residents, Authorized Guests and Visitors, if accompanied by resident at all times. Domestic Workers are not permitted to use the gym or steam rooms.
- C. Rules and Regulations for Gym and Steam room are posted conspicuously in the respective rooms.
- D. Due to health and safety concerns, Minors are not allowed in the Gym and Steam rooms unless always accompanied by an adult.
- E. After using the exercise equipment, the equipment shall be wiped with the cleaning and deodorizing wipes provided in the exercise rooms.

## **20- INSTALLATIONS, RENOVATIONS, REPAIRS**

- A. Installations, renovations repairs or other activities involving the use of hammers, saws, drills, or other noise-making tools or equipment are restricted to the hours from 9:00am-5:00 during non-holiday weekdays.

- B. Owners are responsible for removal of debris caused by making installations, renovations, or repairs in Units. The Owner or Residents shall arrange for the daily removal of any remodeling debris.
- C. The City of Miami requires a permit for certain repairs and installation. When a City permit is required, a copy of the permit must be attached to the outside of the front door of the Unit prior to the commencement of the work and shall not be removed until after the final inspection has passed. Only licensed and insured individuals or firms can perform repairs to or installations of air conditioning, plumbing, and electrical system, as well as appliances. Residents who fail to obtain proper permits or who engage unlicensed workers may be liable for civil penalties under City and County Ordinances.
- D. Prior approval by the Association and a City Permit are required before a Unit Owner can make any structural modifications or changes to or in their Unit involving the relocation of any electrical, plumbing, air conditioning, or TV utility lines or devices. Contact the Management Office for forms and procedures required to obtain approval.
- E. Any Owner who intends to remodel, renovate, or modify his/her Unit must first fill out an Architectural Modification Request Form and submit such form and any other required documents to the Management Office for review and approval. No such work may be commenced without City of Miami Permits, if required, and Association approval.
- F. The Owner is responsible for any damage to the Unit or to the Common Elements caused by Contractors and workers employed by the Owner of the Unit, including damage occurred during the moving in or out of furniture, appliances, and other personal property.
- G. Any Owner(s) changing the flooring in their Unit shall abide by the soundproofing requirements of the Condominium and the Architectural Modification Request Forms, and in accordance with all City, State, and Federal requirements.

## **21 – BARBECUE AREA**

- A. Use of the barbeque area is by written approval only. Application and security deposit must be submitted prior to approval.
- B. Users are responsible for bring their own utensils and for the safe use and operation of any equipment.
- C. Use of the Nirvana B.B.Q area for private gatherings not to exceed 10 guests must be approved by The Nirvana Master Association.
- D. The B.B.Q Area maybe reserved for five (5) hours at a time only.
- E. The gathering is strictly for the B.B.Q Area and not the pool area. No food is allowed in the pool area at any time.
- F. NO GLASS BOTTLES in the B.B.Q area.
- G. No other BBQ Grills are allowed in the BBQ area besides those that have been installed by the Association for resident use.

- H. Post gathering clean-up must be done immediately after the event. Any incident of property damage and/or misuse, obvious public intoxication or disrespectful acts otherwise is subject to fines and be the sole responsibility of the Nirvana resident (s) hosting the gathering.
- I. A security deposit in the amount of \$250.00 (Two Hundred and fifty dollars) will be required and held in the indemnity assure for any property damage, clean up or expense otherwise required returning property to previous state.
- J. Barring of no incidences mentioned above, deposit will be returned on the next business day, providing that there are no damages and it is returned to its previous state.
- K. There will be no loud disturbing noise levels whether conversation or music will not be allowed, live DJ, no electrical wires to be used for radio, decorations will not be allowed.
- L. The Nirvana Master Property and/or common areas may not be used to host events for financial profit, that is no, exchange of money for food or liquid is not permitted.
- M. Security will do the final inspection of the area at the end of event and it will be reported to the Management Office. Security will not refund any deposit to residents. Only the Management office will return refund deposit.

## **22 – BALCONIES AND STORM SHUTTERS**

- A. Permanent enclosures are not permitted on any balcony.
- B. Indoor/outdoor carpeting has been proven to cause structural damage and therefore is not authorized for use on balconies.
- C. Balcony walls or railings may not be used to hang any items either on or over them. Items left on balcony are the sole responsibility of the unit owner/resident.
- D. Use of storm shutters must be approved prior to installation.
- E. All shutters must be white in color matching the exterior of the building.
- F. Any protective material used to cover any openings i.e., plywood, tape etc., must be removed within two weeks after a storm passes.
- G. A unit owner or resident is responsible for preparing the unit in the event of a storm i.e., removing balcony furniture, putting up storm shutters. Unit owners and their designated individuals are responsible for performing these tasks, association employees are not responsible for carrying out these tasks.
- H. While a unit owner may rely on a tenant or resident to assist with storm preparation, Unit owners are ultimately responsible for any damages resulting from any actions or inactions of their tenants or designated individuals.

## **23 – SAFETY PRECAUTIONS**

- A. All fire laws of the State of Florida, Miami Dade County and City of Miami shall be complied with by Residents, Guest, Visitors and Domestic Workers.
- B. All Entrances and exits to the condominium building must be kept clear of obstructions. Sidewalks, hallways, passageways, stairwells, and stairways must not be obstructed or encumbered nor used for any purpose other than ingress or egress.
- C. In the event of fire, elevators will not be in operations and exit from residential floors must be made through stairwells.
- D. The use of drones on condominium property is prohibited without prior written approval by the Association.
- E. A speed limit of five (5) miles per hour applies to all vehicle pathways.

## **24 – UNIT OCCUPANCY**

- A. Each unit owner/resident is responsible for the maintenance and occupancy of their unit as follows:
  - One bedroom unit: No more than TWO permanent residents.
  - Two-bedroom unit: No more than FOUR permanent residents.

### **A PERMANENT RESIDENT IS DEFINED AS ONE OCCUPANCY IN A UNIT FOR MORE THAN 30 DAYS IN A CALENDAR YEAR.**

- B. Unit owners/residents cannot operate a business from his/her unit if such operations require frequent access to Association property i.e., in and out and parking. NO personal fitness training allowed in the common areas, including the gym and pool area.
- C. Any major structural modification i.e., replacement of windows, doors, installation of satellite dishes etc. Must have prior Board of Director Approval.
- D. There can be no changes to the common exterior of any building, to include window air conditioning units, without prior approval of the Board of Directors.
- E. Mops, clothes, rugs etc., are not to be shaken from unit windows, balconies, railings, trash rooms or fire stairs.
- F. Unit windows must have drapes or curtains that are light in color i.e., white, off white, or otherwise match the color of the exterior of the building. Sheets, blankets, towels, flags, newspapers cannot be used to cover windows.
- G. Private furniture of any kind may NOT be placed, stored, or otherwise displayed in any common areas.
- H. Lewd, lascivious, or offending behavior in any unit will NOT be permitted.

- I. Cooking i.e., barbeque is not permitted on any balcony or common area except in those areas specifically designed for such activity.
- J. Unit residents must obey all local, county, state and federal laws and regulations on noise control. A noise is any decibel level which interferes with another's right to enjoy a peaceful occupancy of their unit.
- K. Storage of hazardous material is NOT PERMITTED in any part of the common areas. Use of a "POD" is based upon prior approval of the Nirvana Master Board of Directors.
- L. All residents, guests and/or contractors must conduct themselves in an appropriate, lawful manner at all times while on the property.
- M. Use of realtor "lock boxes" is not allowed on common areas.
- N. Owners must register all listing agents (realtors) with the management office.
- O. The owner is responsible for providing a key of their unit to the listing agent.
- P. Listing agents must accompany all clients.
- Q. Owner/Realtor hosting an "open house" may not erect any signage inside outside of the property, including the entrance or exit and are limited to parties of three at a time; the agent and two prospective buyers, tenants.
- R. No keys are held at or left at the guard house.
- S. It is the responsibility of each resident to ensure a current unit access authorization form is on file in the Nirvana Master PMO. Unit access will only be grant upon the receipt of written authorization from the unit owner/resident. Unit owners will be held accountable for the actions of their lessee/renter.
- T. The leasing or reselling of a unit will not be approved until the account balance of a unit is current.

## **25 – GUESTS**

A UNIT OWNER NOT IN-RESIDENCE MAY GRANT PERMISSION FOR A GUEST TO USE THEIR UNIT... PROVIDED:

- A. The unit owner must submit to the PMO, in writing, at least five business days prior to occupancy, the names and contact phone numbers of the guests. At no time will the occupancy limits of the unit be exceeded.
- B. Family members ARE CONSIDERED GUESTS.
- C. All guests must be informed of the Rules and Regulations of the Association.
- D. Occupancy of a unit by a guest IS LIMITED TO A MAXIMUM OF 30 DAYS. This limit is cumulative in a 12-month period from January 1 through December 31 of any given year. These limits apply when the unit owner IS NOT IN RESIDENCE.

## **26- MARINA – DOCKS/BEACH AREA**

- A. At the present time, the marina is classified as a RESTRICTED AREA and is unsafe for any use.
- B. Kayaks, Canoes, and paddle boards must be registered and approved by the Association prior to storage on beach area.
- C. A completed registration form and photo of kayak are required at time of registration.
- D. Kayaks must be neatly parked, locked in the designated area, and properly maintained by the owner. Failure to maintain kayak in an acceptable condition may result in disposal of kayak by the Association, at the owner's expense.
- E. Canoes must be positioned upside down after each use.
- F. No resident may operate, lease, or store kayaks or paddleboards for profit on the premises or as part of a commercial kayak enterprise.
- G. Children may not play on or around the designated kayak docking area and/or boat ramp.
- H. Nirvana Condo or Master Association is not responsible for damage or theft of any vessel left unattended on the Nirvana property.
- I. No commercial video recording, filming, photo shoots or similar allowed on the entire property (including pool, beach area and gym) without prior written consent of the Master Association Management Office.
- J. The beach volleyball court cannot be reserved and is for use by Residents on a first-come, first-served basis.
- K. Pets are not allowed on the beach sand at any time.
- L. Glass containers are not allowed on the beach at any time.

## **27- TROPICAL STORM AND HURRICANE CONDITIONS**

- A. A Tropical Storm or Hurricane "Watch" is issued by the National Hurricane Center when tropical storm-force winds are expected within 48 hours.
- B. A Tropical Storm or Hurricane "Warning" is issued by the National Hurricane Center when tropical storm-force winds are expected within 36 hours.
- C. All residential Units in the condominium equipped with storm shutters protecting the windows belong to the Unit Owner. Maintenance and operation of the shutters is the responsibility of the Resident. IN the event of a tropical storm or hurricane, a Resident must close and secure his/her storm shutters in accordance with these Rules and Regulations. All risk of injury or damage to a Unit or Common Element because of any Unit's shutters not being closed and

secured during a tropical storm or hurricane event, shall be the responsibility of the Owner of the Unit not properly shuttered.

- D. "Hurricane Season" is May 1st through November 30th each year, but Residents are reminded that such a storm could occur in any month. Every Unit is advised to have an "emergency" kit in their Unit consisting of flashlights) no candles or other open-flame devices), spare batteries, a battery-powered radio. water, canned or packaged food and other necessities as recommended by local authorities. Nirvana does not have an emergency generator that will provide emergency lighting in the hallways and power for legally required and essential condominium equipment. It will not provide power for Unit panels. Be prepared to be without electric power for several days.
- E. When a "Watch" status is issued affecting the area or our condominium, Residents shall begin preparation of their Units for storm conditions, including removing all furniture, furnishings, and other items from the balconies.
- F. When a "Warning" status is issued affecting the area of our condominium, Residents shall complete preparation of their Units for storm conditions within 12 hours before expected tropical storm-force winds. This means the balconies shall be cleared and the storm shutters closed and secured.
- G. If a Resident is planning to vacate his/her Unit for a tropical storm or hurricane event. all preparations to secure the Unit must be completed before the Resident departs.
- H. Some members of the Maintenance and Security staff may be on-site during a storm. Their first obligation is to protect the condominium property.
- I. After the storm is over and the "Warning" status is lifted, Residents shall check the condition of their shutters before trying to open them. If there is any damage to a shutter, do not open it until it is checked by a qualified shutter company. Any undamaged shutters may be opened and secured in their open configuration.
- J. Please refer to the Addendum to Rules and Regulations for Emergency/Hurricane Conditions for additional information. The Addendum shall carry the same force and effect as the Rules and Regulations and is subject to the same enforcement actions during an Emergency or Storm event.

## **28– SALE AND LEASE OF UNITS**

- A. Applications for sales and purchases or leases must be obtained from the Management Office. All documents and requirements for application must be submitted 30 days before approval by the Board is granted.
- B. A Unit may not be leased without prior approval by the Board and may not be for a term of less than ninety (90) days with a maximum of two (2) leases per calendar year. Should a lease cancellation or termination occur before one year from the start of the lease, no new lease shall be approved by the Board until the original one-year lease period has expired.
- C. A person intending to purchase or lease a Unit may not move in or otherwise occupy the Unit prior to approval by the Board of Directors and closing of the purchase/sale or execution of the lease agreement.

- D. Individual rooms within a Unit may not be sold, sub-leased, or otherwise rented without the approval of both owner and the Association.
- E. A corporate Unit Owner may allow its officers, directors, designees, or employees to occupy the unit without it constituting a lease; provided, however that the corporate-designated occupant of the Unit must be approved by the Board of Directors and that corporate ownership may not be used to circumvent the Rules and Regulations covering the leasing of units in the condominium, including prohibiting occupancy terms of less than ninety (90) days and two maximum leases per calendar year.

## **29– MOVE IN/MOVE OUT**

- A. Moving in or out of the condominium building is permitted between the hours of 9:00am - 7:00pm Monday through Friday and 9:00am - 1:00pm Saturdays. Move in or move-outs activities are not permitted on Sundays or Holidays.
- B. Reservations for the use of the elevator when moving in our out must be made in advance with the Management Office to avoid any conflict with other uses required of the elevators. Exclusive use of the freight elevator shall be subject to exclusive use fees and damage deposits as may be prescribed by the Board of Directors. Movers must use only the freight elevator unless otherwise permitted by Security.

## **30 – ENFORCEMENT OF RULES AND REGULATIONS**

- A. Any violation of the Rules and Regulations shall be reported to the Management, Maintenance or Security in a timely manner and shall be documented on an Incident Report.
- B. No fine imposed by the Association for a violation of the Rules and Regulations may exceed \$100 per violation per incident. However, a separate fine or penalty may be levied for each recurrence of the violation or for each day during which the violation continues. No fine, in the aggregate, shall exceed \$1,000. If an offender fails to pay a properly assessed fine, the Board of Directors is empowered under Florida law to order legal action to collect the amount of fine plus any legal costs.
- C. In addition to violations of these Rules and Regulations, violations of any provision of the Condominium Documents, including the Declaration of Condominium, Article of incorporation, and By-Laws, shall subject Owner or Resident committing the violation, after receiving proper notice, to all legal remedies available to the Association. Under Florida Law, these remedies permit the Association and adversely impacted Residents to eliminate the violation, collect damages and to be compensated by the party at fault for court costs and reasonable attorney's fees.
- D. Management and supervisory employees are authorized to enforce the Rules and Regulations. A Resident failing to promptly and positively respond to a reasonable request to comply with one or more of the Rules and Regulations, shall be considered a committing an additional violation.

## 31 – BOARD OF DIRECTOR MEETINGS

- A. A notice of a Board of Directors meeting will be posted on a bulletin board in the vicinity of each mail room next to the list of Board of Directors names and positions.
- B. The notice will state the time, date, location, and agenda of the meeting. All unit owners and residents may attend.
- C. The President of the Nirvana Master Board of Directors will preside over each meeting and will conduct the meeting in accordance with the Roberts' Rules of Order.
- D. Meetings may be recorded (either audio or video or both). Minutes will be available upon request.
- E. Individuals in attendance will be given an opportunity to speak at the appropriate time given reasonable time constraints.
- F. Any person or group of persons who become disruptive will be asked to leave and should they not, the appropriate authorities will be notified and the meeting adjourned.

## 32- GYM

- A. Work out at your own risk.
- B. No minors are permitted inside the gym facilities without parental or legal guardian supervision.
- C. All guests must be accompanied by the resident at all times. No exceptions.
- D. No personal trainers permitted unless they are based upon prior written approval of the nirvana master board of directors.
- E. Workout clothes are required. No slippers, no sandals allowed.
- F. Wipe down benches and machines after use.
- G. Weights must be returned to proper location after each use.
- H. Pets are NOT allowed in the gym.
- I. Food or drinks not to be consumed on the equipment, but to remain in the couch setting area.
- J. No roller skates or bicycle allowed.

### **33- ADDENDUM**

#### **ADDENDUM A - TOWING PROCEDURES**

Vehicles found to be in violation of the provisions stated above will receive a sticker violation and towed at the owner's expense.

Prior to towing, one (1) courtesy phone call will be made to the phone number on file for the unit residents associated with the vehicle in violation.

Vehicle owners will have one (1) hour from the time the courtesy call is place, whether or not contact was made, to remove the violating vehicle.

If the violating vehicle is not removed within one (1) hour, the vehicle will be towed without further notice.

It is the responsibility of the unit owner, lessee and/or resident to update contact information with the Master Association Management Office.

The Board of Directors may levy fines and take other administrative action against a unit owner for the failure of any resident, lessee/renter, guest, and contractor/vendor to comply with any provisions of the governing documents to include these rules and regulations.

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 unit 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.

Fine(s) are considered as a last resort effort and will be levied in accordance with the provisions of appropriate Florida State Statues and our governing documents.

## ADDENDUM B - GRIEVANCES AND FINES

The Board of Directors may levy fines and take other administrative action against an owner for the failure of any owner, lessee, guest and vendor/contractor to comply with any provisions of the governing documents to include these rules and regulations. 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. Fine(s) are considered as a last resort effort and will be levied in accordance with the provisions of Florida Statutes §720.305 and our governing documents. Security guards will submit daily incident reports with proper documentation/pictures to the Master Association Management office in order to start the following notice of violation and fining process:

1. A first notice is sent to owner and tenant when applicable, with the appropriate deadline of fourteen (14) days.
2. If no compliance is noted, a fourteen (14) day notice of hearing will be sent to the owner and tenant when applicable, requiring owner and/or tenant to attend a hearing meeting before the Grievance Committee. The notice of hearing shall not be sent more than thirty (30) days prior to the grievance committee meeting date. Owners with infractions that require immediate correction such as failure to pick up after pet and failure to keep pet on a leash will be sent a 14 day notice of hearing, instead of a first notice.
3. Once the hearing meeting is held, the Grievance Committee will vote to determine whether or not a fine is imposed and same decision will be notified in writing to the Board of Directors and Management. Fines of up to \$1,000.00 per occurrence (maximum of \$100.00 per consecutive day) in aggregate may be imposed. Management will notify the owner, in writing, with respect to the Grievance Committee's decision, and as to any fines imposed. Fines shall be paid not later than five (5) days after notice of imposition or assessments of the penalties.
4. The Board of Directors may waive the fine if the violation is corrected within the required deadline.
5. Extensions of up to twenty five (25) working days may be granted for owners and/or tenants to comply, and appeals must be received in writing only. Such extension commences on the date the extension letter is received by the Master Association Management office.

## **ADDENDUM C - SCHEDULE OF FEES**

Sale/Lease Application - \$150 per individual or married couple or domestic partnership (marriage certificate)

Pet Fees - \$25 per dog/\$25 per cat

Kayak Fees - \$100 per year nontransferable.

Access Cards - \$75 nontransferable

Transponder Cards - \$100 nontransferable

Building Storage Fees – Depends on Individual Building

Security Deposit - \$500

BBQ Security Deposit - \$250

## **ADDENDUM D - EMERGENCY/STORM CONDITIONS**

### GENERAL

This addendum constitutes a supplement to the Rules and Regulations of the Nirvana Condominium Association for use and application during the occurrence of Emergency or Storm events. Some normally-in-force Rules may be modified or suspended, and some Rules may be added during such events. If a normally-in-force Rule is not mentioned in this Addendum, it shall remain in force as written in the Rules and Regulations.

### DEFINITIONS

Authority Having Jurisdiction (AHJ) – A State, County or Local agency or official (e.g. Fire Department, Police, environmental regulatory agency, etc.) whose responsibility gives them the authority to oversee, regulate or govern the Association’s response to an Emergency.

Nirvana Condominium – the areas inclusive of all property belonging to the Nirvana Condominium Master Association, Inc.

Nirvana Condominium Property – the real property and all improvements belonging to the Nirvana Condominiums within the surrounding boundaries of the sidewalks bordering NE 64<sup>th</sup> Street, NE 63<sup>rd</sup> Street, NE 62<sup>nd</sup> Street, and the boundary along Biscayne Bay.

Emergency, Nirvana – a situation affecting Nirvana Condominium Property that requires the immediate attention and response of the Management Staff and the Residents, Guests and Visitors, as declared and announced by the Property Manager or an Executive Committee. Such a Nirvana Emergency may be an incoming tropical storm, hurricane, fire, pipe burst, gas leak, water warning, power outage, ballistic damage, terrorism, insurrection or any other situation that threatens the Residents or property of all or a portion of the Nirvana Condominium Property. An emergency may require:

the Evacuation of all or a part of a Building (e.g. in the event of a fire, pipe burst, gas leak, etc.) for the duration of the Emergency, or

the prohibition of egress from the Building (e.g. in the event of a tropical storm out outside disturbance) for the duration of the Emergency, or

adherence to a certain mandatory or restricted activities (e.g. in the event of a “boil water” or “pool closed” alert) that does not involve evacuation or no-exit conditions.

Emergency, State or Local – a situation affecting the State, Miami-Dade County, City of Miami, or other regional jurisdiction, as declared and announced by the Governor, County Mayor, City Mayor or other relevant authority. Such a condition shall alert the Nirvana Property Manager or Board of Directors to react in the interest of the Nirvana Condominiums to protect life and property on the Nirvana Condominium Property.

Evacuation – the immediate self or assisted removal of all persons from the Nirvana Condominiums, including all dwelling units and common areas, including walkways, meeting rooms, gym, offices, patios, pool areas, and parking lots. Evacuation assembly areas shall be exterior open (not covered) areas in the parking lots of each building.

Exit Door – any door to a signed, official emergency exit path from the Building.

Hurricane – a named tropical storm with sustained winds in excess of 74 mph (64knots), as proclaimed by NOAA.

Staff in Attendance – Employees of the Association that have committed to remain in the Building during a hurricane event and serve on-duty shifts.

Tropical Storm – a named tropical storm with sustained winds in excess of 40mph (35 knots) as proclaimed by NOAA.

#### A. Emergency (Non-Storm) Rules

##### FIRE/SMOKE ALARM

1. In the event that the Nirvana Fire Alarm System and its recorded message sounds and the fire lights flash, all persons (Residents, Guests, Visitors contractors or staff) in the Building must follow the directions of the recorded message and evacuate the Building using the nearest Fire Exit Stairs, either directly (from exterior stairs) or through the lobby (from interior stairs). Upon hearing the Fire Alarm signal and/or seeing the flashing lights, do not use the elevators - use the Fire Exit Stairs.
2. Any persons who do not evacuate the Building during a Fire Alarm event stay in the building at their own risk and may be subject to a violation of the Rules.
3. Note that no Association staff can turn off the Fire Alarm signal after it sounds. The Fire Alarm signal can only be turned off and reset by the City of Miami Fire Department after they return the Buildings to a safe condition.
4. No persons shall be allowed to re-enter the Building until the Building is cleared for re-entry by the Authority Having Jurisdiction.
5. Upon declaration or announcement of State or Local Emergency situation status by relevant authorities, Residents, Guests and Visitors shall be attentive to declarations and announcements of Nirvana Emergency Conditions.
6. With or without a declaration or announcement of a State or Local Emergency condition, all persons at the Nirvana Condominium, while on Nirvana Property, shall abide by the Nirvana Emergency Rules when declared or announced by the Property Manager or Master Association Board of Directors.
7. If only a portion of the Nirvana Condominium is involved, persons in the unaffected portions of the Property shall not enter the affected portions of the Condominium. Only designated staff, first responders or authorized contractors may enter the affected areas.
8. If an Evacuation is ordered, no one may re-enter the building until and unless an Authority having Jurisdiction (e.g. Fire or Police Department) declares the Emergency is over.
9. Except for an Exit Door in the event of a fire, a secured door accessing an affected building area, with a warning sign affixed, may not be opened and passed through unless authorized by the Property Manager or Board of Directors.
10. Depending on the nature of a particular Emergency, the Master Association Board of Directors may direct or authorize the Property Manager to establish, post and/or announce temporary or interim Rules regarding the current Emergency.
11. Authorized instructions or announcement of temporary or interim Rules of the Property Manager or designated staff members shall be followed.

## B. Emergency Tropical Storm/Hurricane Rules

1. Whenever the National Hurricane Center (NHC) first identifies the path (5-day warning cone) of a named storm to include the Nirvana proximity, Residents and the Management of Nirvana Condominium shall begin storm preparation planning actions.
2. If the NHC predicts that a tropical storm with Nirvana Condominium within its path WILL NOT attain hurricane status prior to striking the Nirvana proximity, the Nirvana Condominium Management Staff shall activate limited tropical storm preparations and will make appropriate announcements to Residents and make information postings.
3. When the NHC predicts that a tropical storm with Nirvana Condominium within its path will attain hurricane status prior to striking the Nirvana proximity, the Nirvana Management staff shall commence hurricane damage prevention measures and notify Residents and Association contractors accordingly.
4. Prior to designation of a Hurricane Watch
5. Set up Nirvana Hurricane Advisory notices in each Bulletin Board
6. Fill up emergency fuel tanks, if necessary.
7. Check inventory of storm supplies and equipment; replenish as necessary
8. Notify Residents to monitor NHC and weather channels to track progress of storm and to stock up on personal storm supplies (water, batteries, medicines, canned food, etc.)
9. Notify Residents to remove items from balconies and to close shutters when a Hurricane Watch is announced by the NHC and to request assistance if needed.
10. Prepare a list of known units where the Resident will be absent during the hurricane
11. Prepare a list of known units where Residents require Assistance for wheelchair assistance
12. Identify Staff that can be in attendance during the hurricane event, if possible.
13. Post Hurricane Advisory bulletins as needed.
14. Upon designation of a Hurricane Watch
15. Remind Residents to have all balconies cleared and shutters closed prior to announcement of a Hurricane Warning.
16. Deploy all shutters for Common Area glass doors and windows.
17. Inspect and note which units do not have balconies cleared and shutters closed; notify Residents or arrange for such work to be done. Note which units are affected.

18. Remove and secure all pool furniture, all kayaks, BBQ Area
19. Fill and have available sand bags for building entrance/exits
20. Remove all exterior lighting, signs and fixtures that may be affected by high winds
21. Post Hurricane Advisory bulletins as needed.
22. Upon designation of a Hurricane Warning.
23. Install all shutters for Common Areas glass doors and windows
24. Verify that all balconies are cleared, and shutters are closed and locked. Note which units are affected.
25. Notify Fire Department of Building access limitations, If any.
26. Deploy portable drainage pumps to elevator pits, if necessary.
27. Make ready for Guest registration influx and register all Guests.
28. Set up portable charging devices.
29. Visitors shall vacate the building within 24 hours of expected landfall or be registered as Guests.
30. During storm conditions
31. When sustained wind conditions reach 40mph, secure shutters at all exterior doors.
32. Pets allowed in designated pet relief areas established by the Management Staff or Board of Directors
33. Opening of shutters is prohibited until Management announces sufficient reduction of storm conditions.
34. After the storm
35. When the intensity of the storm or hurricane has sufficiently subsided, in the discretion of the Property Manager or Board of Directors, an announcement and posting shall be made.
36. Upon such an announcement and posting, Staff in Attendance shall unsecure and open the shutters on normally-open doors and allow egress from and ingress to the building at the risk of the Residents and Guests.
37. As soon as weather permits, staff shall perform a property inspection and record all damage observed. Should any dangerous conditions be observed, the appropriate parties shall be notified. Warnings shall be posted for Residents and Guests and the affected areas shall be isolated as best and safely as possible until appropriate mitigation can be performed.
38. Once damage inspection has been completed, the Property Manager may have staff begin to return the Nirvana property to normal operating condition.

### C. Parking

1. Normal unit parking space assignments and Association space rentals will remain in place and be enforced.
2. No Guest or Visitor parking in assigned space areas will be allowed.

### D. Guests and Visitors

1. Nirvana is not an authorized community hurricane shelter. The Nirvana Master Association will permit Guests and Visitors to remain in the building during hurricane events, provided that:
2. Each Guest or Visitor must be registered and associated with a Resident
3. A Resident may not have more than a total of Five (5) Guests or Visitors unless approved by the Property Manager or Board of Directors.
4. No unregistered Guest or Visitor pets or animals are allowed unless approved by the Property Manager or Board of Directors.
5. Guests or Visitors accompanied by Emotional Support Animals must provide proper documentation of such status and be registered by Management prior to be admitted into the building.
6. Guests must only park in either Visitor or Contractor spaces on the upper deck or off-property
7. All Guests and Visitors must abide by Association Rules - Guests and Visitor behavior is the responsibility of the hosting Residents.

## ADDENDUM E - IMPORTANT PHONE NUMBERS

<b>Guardhouse / Security</b>	<b>(305) 754-0762</b>
<b>Property Management</b>	Ph: (305) 759-8090 ext 2 Fax: (305) 762-4112 Email: <a href="mailto:admin@nirvanamgmt.us">admin@nirvanamgmt.us</a>
<b>Emergency Maintenance</b>	
<b>FPL</b>	1-800-468-8243
<b>Miami Dade</b>	311
<b>Comcast Cable</b>	1-800-266-2278
<b>Police (Emergency)</b>	911
<b>Non- Emergency</b>	(305) 416-1600
<b>Fire Rescue (Emergency)</b>	911
<b>Non-Emergency</b>	(305) 416-1600
<b>Elevator Company (Suncoast)</b>	(305) 884 9900
<b>Fire Alarm Company</b>	(786) 251-8876 / 305-233-1120
<b>Miami Dade Water Sewer Department</b>	(305) 665-7477
<b>Commercial Laundries</b>	(305) 592-7990