Normandy Palms Condominium Association

Rules and Regulations

A. General

1. Complaints or requests for repairs by unit owners must be addressed to the property management company in writing or by email. Tenants must first contact their unit owner, except in case of a major emergency (e.g., a broken pipe) in which case the tenant shall contact both the unit owner and the management company. The contact information for management is:

Any structural problems (e.g., roof or ceiling leaks, other water problems, leaking pipes, sinking floors, etc.) shall be reported immediately to the management company to avoid further damage to common elements.

2. All unit owners must notify the association board in writing before any type of construction work may begin inside a unit. Workers must be licensed and insured. Unit owners are responsible for securing any necessary permits.

3. The City of Miami Beach has a 24-hour noise ordinance in effect. Loud parties or noises that are a violation of the noise ordinance should be reported to the City’s Code Enforcement Department (daytime only, 305-604-2489) or to the police (non-emergency number, 305-673-7900).

4. It is the responsibility of all residents (i.e., unit owners, tenants, and guests) to keep the common areas clean and tidy at all times. Residents shall not discard cigarette butts or trash on the property.

5. Exterior gates shall be kept closed and locked for the security of all residents.

6. Bicycles or other items shall not be chained to the fences or walkway railings on the property, nor to trees in the garden area.

7. Personal items shall not block or be placed in any common area (e.g., walkways or hallways). Common areas shall be kept clear to comply with the City’s Fire Code. Any such items may be disposed of by the association without prior notice.

8. Common elements, limited or not, shall not be modified, altered or replaced without the written approval of the board. This restriction includes outdoor lighting fixtures and light bulbs.

9. Unit owners, tenants, and guests shall not hang shoes, towels, bath mats, bathing suits, or any other item from windows.
10. The association is not responsible for any keys or locks associated with mailboxes. Unit owners must address broken or drilled locks, or the association may replace them at the owner’s expense.

11. Broken mailboxes must be repaired within 30 days, otherwise the unit owner will be fined $25.00 per month by the association.

12. The date of move-in and move-out for unit owners and tenants must be scheduled with the association and approved. There is a fine of $500.00 to the unit owner for moving in or out without written approval from the association. This fine shall apply to unit owners for tenants who move in or out without approval from the association.

B. Common Areas

1. Unit owners, tenants, and guests shall not discard garbage or personal belongings in the common areas, including cigarette butts and mail. Unit owners and tenants shall not leave discarded mail on top of the mailbox. Discarded mail left on top of the mailbox will draw a $25.00 fine per incident to the apartment listed in the discarded mail address line.

2. Unit owners, tenants, and guests shall not slam gates.

3. All air conditioning units must have proper drainage. If a 30-day notice for compliance is received and is not complied with within the 30 days, there will be a fine of $100.00 per month to the unit owner.

4. Smoking is not allowed in common areas nor the garden area. There is a fine of $100.00 per incident.

C. Closets and Storage Areas

1. The association is not responsible for any items left in the common storage areas located throughout the property. These storage areas are for building use only. The hallway common area storage may be used by unit owners with prior notice and approval by association.

2. Unit owners or tenants shall not place personal locks or change existing locks to any common storage area.
3. The association reserves the right, at any time, to remove and dispose of any items stored in the common storage areas if the unit owner has not removed their items within 24 hours of receiving a removal notice. No furniture or clothing may be stored in these areas. No hazardous, combustible, or corrosive materials of any kind may be stored in any area of the property.

D. Barbecue Areas

1. Only portable grills are allowed in the barbecue area. The barbecue area includes the dock and the area adjacent to the dock. Grills must be removed after use.

2. Grills shall not be stored in common areas, including the areas in front and behind apartment units.

3. The use of grills is strictly prohibited in any area of the building other than the barbecue area.

E. Trash

1. The large dumpster on the North side of the property is for domestic household trash only.

2. Garbage bags shall be placed inside the dumpster. Unit owners, residents, and guests shall not leave trash bags on the ground. The fine for leaving trash in the general area of the dumpster, but not in the dumpster, is $100.00 per incident. This fine shall apply to unit owners for tenants who do not comply with this rule.

3. The building has recycling services. All residents are required to recycle. Food, plastic bags, or other garbage is not allowed in recycling bins.

F. Common Area Landscaping and Plantings

1. All personal plants must be planted in individual containers or pots and must be placed in the limited common area that pertains to the individual unit. Dead plants must be removed immediately.

2. Personal plant material must be trimmed and may not be allowed to overgrow onto common areas of the association.
3. The association reserves the right to remove and dispose of any plant material that is dead and not maintained.

G. Renter Policies

1. All candidates for rental of a unit must submit an application to the association, pass an interview by board members, and receive written approval from the association, prior to scheduling move-in. Unit owners will be fined $200.00 per month for allowing a tenant to move in without approval.

2. Unit owners must live in the building for at least one year before they may rent their unit.

3. There is an application and $100.00 processing fee that must be paid and submitted with the application.

4. Incomplete applications will not be processed.

5. All renters must have a valid lease. Renters must reapply to the association prior to renewal of a lease. There is no fee to renew.

6. You must maintain an active lease and provide a copy to the association.

7. The minimum lease term permitted in the condo is one year.

8. There is a $700.00 deposit requirement by owners that are renting their units. This amount will held by the association and used only in the event that unpaid damage has been done to the common areas by renters. The deposit will be returned in the event owner occupies unit or there is a sale of the property.

H. Pet Policies

1. All pets must be approved by the association. A photo of the pet is required at time of pet application.

2. Unit owners are allowed one pet per household unless otherwise authorized by the association. Tenants are not allowed to have pets.

3. Dogs must be smaller than 20 pounds and must be capable of being carried by hand.

4. All pets must use the back stairwell to enter or exit the building. Use of the back stairs is mandatory and violations of this rule will result in a $50.00 fine per incident.

5. All pets shall be kept on a leash while in the common areas of the building.
6. No pet is allowed to relieve itself at any time within the boundaries of the property. Should this occur, the pet owner must clean up the waste immediately. Failure to dispose of pet waste will result in a $100.00 fine per episode.

7. Pet waste, including cat litter, must be disposed of in the dumpster.

8. All dogs must have valid and updated tags and vaccinations. Proof of vaccinations may be required by association along with renewal documentation as required by Miami-Dade County.

9. There is a nonrefundable pet deposit of 100.00 per pet.

I. Assessment Collection Procedures

1. The management company will engage in collection efforts if maintenance fees are more than 15 days past due. This includes billing a late fee of $25.00 to the account and sending a letter to the unit owner via first class mail service.

2. After 30 days past due, the management company will issue a 30-day Written Notice to the owner. The 30-Day Written Notice will be mailed via first class mail service, certified.

3. After 60 days past due, the association may engage the services of an attorney to handle the collections and to place a lien on the property.

4. If the account remains past due after 90 days, the association may engage the services of an attorney to begin foreclosure proceedings against the unit owner(s).

5. The unit owner will be financially responsible for all legal fees incurred in the collection process or charges billed by the management company under their contract with the association.

J. Fines and Deposits

1. The association has the right to issue a fine for any violations of the above rules and regulations.