

**Cedar Woods Homes
Condominium Association, Inc.**

Rules and Regulations

Preamble

All of the Rules and Regulations have been established for the best interest of all the owners and tenants residing at Cedar Woods Homes Condominium, providing for comfort, pleasures, and enjoyment of residential community living, with a constant consciousness of the right and equal privileges of others. Therefore, it shall be the duty of all owner's and/or their tenants to remain constantly alert to the possible violation of any of the Rules and Regulations breached by others and to be diligent as to their own responsibilities to observance of the Rules and Regulations.

Any violation or breach of the following Rules and Regulations, or the Declaration of Condominium, exhibits thereto, the By-Laws, and any other condominium documents shall be properly reviewed by the Board of Directors or a Covenant Enforcement Committee appointed by the Board of Director, who will determine whether or not said violation or breach is justified, and shall be employed to levy a fine of \$100.00 maximum per occurrence.

1. Any resident who is aware of a violation of these regulations and can identify the person by name or Unit number, such residents shall report the violations to an officer of the Condominium Association or the Managing Company.
2. Any violation or breach of these Rules and Regulations, the Declaration of Condominium, exhibits thereto, and any other condominium documents by an owner or tenant, members of his family, guests, invites and, members of their families, shall be considered a breach of the lease and the Association shall be considered a third party beneficiary of the lease, particularly regarding, but not limited to, violations of the Rules and Regulations, the Declaration of Condominium and exhibits thereto as amended, and the Condominium Act. The Association shall have the right to evict any tenant of a Unit owner due to a violation of these Rules and Regulations.
3. Non-malicious violations affect the normal deterioration of the property, replaced by maintenance. Malicious violations are serious and deliberate deteriorations, and rigid enforcement and punishment must be exacted against the perpetrators of such violations. It is the responsibility of all the residents of Cedar Woods Homes Condominium to identify the culprits, when and if it is possible, to determine their guilt.
4. Cooperative means are available through the law enforcement agencies responsible for our areas, such as Miami-Dade County Police and Fire Departments and the U.S. Portal Service Criminal Division.

RULES AND REGULATIONS
OF
CEDAR WOODS HOMES CONDOMINIUM ASSOCIATION, INC.

A. GENERAL USE AND OCCUPANCY:

1. Each of the Units shall be occupied and used only as a residence by the respective owners thereof, their tenants (prior approval having been obtained), families, servants and guests and for no other purpose.
2. No Unit, whether owned or leased may be used to conduct any trade or business.
3. The common elements shall be used only for the purpose for which they are intended.
4. Unit Owners and lessees shall not use or permit any use of their premises which would constitute an immoral, improper, offensive or unlawful use; further, no use made be made which would be in violation of any Federal, State, County or Municipality law, statute, ordinance or administrative rule or regulation, or would be injurious to the reputations of the condominium.
5. No person shall, except in storage areas specifically designated for such person or connection with a Unit in which the person resides, place, store or maintain objects of any kind in the halls, lobbies, stairway, walkways, grounds or other common elements.
6. No Owner or occupant may alter, change, or remove any furniture, furnishings, or equipment from the common elements.
7. Whenever a town home is to be occupied by guests in the absence of the Owner, a written guest identification notice must be sent beforehand to the Board of Directors, listing names and length of stay.
8. An Owner shall be liable for the expense of any maintenance repair or replacement to the common elements rendered necessary by his negligence or by that of any member of his family, tenants, or the tenant's family, guests,

or invites.

9. Occupants shall notify the Association at least forty-eight (48) hours before moving furniture or household effects in or out of the building so that necessary arrangements may be made, if needed. Any item too large for easy carriage shall be moved only by professional movers. The Association may require that all moving in or out of the town home buildings be made under Association surveillance.
10. Moving furniture or household effects in or out of the town home buildings shall be accomplished only from 8:00 a.m. to 5:00 p.m. Monday thru Saturday. Sunday moving is prohibited.
11. Children shall not be permitted to run or play in the Common Areas, except for the Tot Lot and/or swimming pool with adult supervision.
12. No Unit Owner, occupant, or guest or any other person shall play or permit to be played any musical instrument, phonograph, radio, television, loud speaker or other device creating an unreasonable noise or sound in such a manner as to disturb or annoy any other resident at any time.
13. No resident or guest shall permit any unreasonable noise from any source whatsoever to emanate from a Unit so that it may be heard outside such condominium Unit between the hours of 11:00 p.m. and 9:00 a.m.
14. No portion of the common element may be used for business or commercial purposes.
15. No children under the age of fourteen (14) will be allowed in the pool area without responsible adult supervision. Children playing in the Tot Lot must be accompanied and supervised by a responsible adult at all times.
16. Owners or tenants shall not cultivate plants, shrubs, trees, or place other decorative objects outside the confines of their Unit without written permission of the Condominium Association, except within the Patios which is a Limited Common Element. Should such permission be granted, the approved items will be left intact, when and if the Unit is vacated, or else the grounds will have to be returned to their former condition, subject to the approval of the Association.
17. No Unit Owner, occupant, or guest shall cause litter or in any way contribute to any unsightly, unhealthy, or generally unkept condition of any part of the condominium property.

18. Each town home has a private patio which is a Limited Common Element and restricted to the exclusive use of the Unit to which it is attached. The Unit Owners are responsible for the upkeep and aesthetic quality of this specific area. All additions or changes to the landscaping therein must be maintained by the owner.
- a. Yards shall not be used as “storage” areas for miscellaneous material
 - b. Unit Owners shall not permit areas of “Standing Water” be formed in their yards. “Standing Water” is a mosquito-breeding site.
 - c. Tool and/or garden sheds are not permitted.
 - d. Invasive plants and/or trees are not permitted.
 - e. Bird feeders, birdhouses, birdbath and other statuary are not permitted in the Common Areas or Limited Common Areas, including patios, yards, balconies, and/or terraces. Feeding birds or other wild life on Cedar Woods Homes Condominium Property is prohibited.

B. OCCUPANCY LEASE:

No portion of a Unit (other than an entire Unit) may be rented. A maximum of forty-five (45) Units shall be permitted to be leased in the Condominium at the same time. The Board shall not approve new leases at the Condominium in the event that forty-five (45) are already occupied under approved leases at the Condominium. Association shall at all times keep a census of leased Units and a list of Unit Owners desiring to lease out their Unit. All leases shall be in writing, shall be submitted together with a transfer fee in the amount of \$100.00 or such other higher amount as permitted by the Act, be approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable Rules and Regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. A unit may be leased no more than two (2) times any calendar year and each lease term shall not be for less than six (6) months. A Unit Owner is obligated to notify the Association each and every time his Unit is to be occupied by a tenant and shall provide the Association with the name and address of the proposed tenant and such other information as the Association may reasonably request in each instance. Regardless of whether or not expressed in the applicable lease (if any), a Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) or occupants (whether or not subject to a lease), which constitute a violation of, or noncompliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. The Association may require that prospective tenants place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month rental, which may be used by the Association to repair any damage to the Common Elements and/or resulting from acts and omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner will be jointly and severally

liable with the tenant to the Association for any amount in excess of such sums which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the tenant. Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same manner as provided in Part II of Chapter 83, Florida Statutes. Any sublease or assignment of a lease shall be considered a new lease subject to the provisions hereof. Renewals of leases in which there is a change in more than just the expiration date and rental under the Lease shall likewise be considered a new lease subject to the provision hereof.

Any purported lease of a Unit in violation of this Section shall be voidable at any time at the election of the Association and if the Board of Directors shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant. Said Unit Owner shall reimburse the Association for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions regarding leasing of Units shall not apply to Units owned by the Developer, its designees, assignees, or affiliates.

C. PATIOS, BALCONIES, AND TERRACES:

1. Nothing shall be visible from the outside of a Unit that will detract from the outward appearance of the building, including but not limited to, sheets, blankets, or aluminum foil on windows. Nothing unsightly shall be visible within the Patios. Such prohibition shall include, but not be limited to bathing suits, towels, blankets, etc. Only decorative items shall be visible within the Patios.
2. Barbecuing is prohibited on any Common Area, except in the private Limited Common Element Patios of the town homes or such other area provided by the Association for use by residents.
3. Cleaning of mops, brushes, or sweeping over walkways onto Common Area is expressly prohibited
4. Customary lawn or patio furniture in good condition and reasonably sized, and well tended plants, may be placed in the Patios.

D. POOL AND POOL AREA:

1. All persons using the swimming pool do so at their own risk. There are no lifeguards or other trained persons supervising pool activity. Any child under the age of fourteen (14) years must be accompanied by a supervising, responsible adult. Children in diaper or training pants are not allowed in the

swimming pool.

2. On Saturdays, Sundays, and holidays, only four (4) guests per town home will be permitted in the pool and recreation areas and guests must be accompanied at all times by the owner or tenant who is responsible for their actions, etc. Exceptions to this rule may be permitted for parties, if prior approval is received in writing, specifying a date and time for the event as well as any specific rules pertaining to that event; from the Board of Directors. The approval must be signed by the person requesting the party as well as at least one (1) member of the Board of Directors.
3. No flotation items may be used in the pool at any time.
4. Tanning lotions, oils, creams, bobby pins, hair pins, etc. must be removed before entering the pool. Persons using creams or oils must cover pool furniture with a beach towel or other covering to protect the clothing of others.
5. No one may use the pool area, or any Common Area, for games which involve running, playing ball or other boisterous activity. NO SHOUTING.
6. Glassware or breakable items are not permitted in the pool area. The use of paper Styrofoam cups is suggested. No food of any kind is permitted in the pool area, other than Condominium Association functions.
7. Cigarette butts, etc., must be deposited in the receptacles provided for same. Debris of any nature must not be thrown in the pool, on the pool deck, or on the grass. Such debris is to be deposited in the containers provided.
8. All persons must be dry when going from the pool area into the clubhouse building.
9. **NO ANIMALS OF ANY KIND ARE ALLOWED IN THE POOL AREA, THE TOT LOT, OR THE CLUBHOUSE.**
10. Persons with open soars, wounds, bandages or communicable disease are not allowed in the pool.
11. No furniture or equipment will be removed from the pool area.
12. The swimming pool shall not be used from 9:00 p.m. through 8:00 a.m.

E. **WASTE DISPOSAL CHUTES:**

1. All garbage must be placed in appropriate trash containers and placed neatly at the designated pick up location.
2. Bottles, newspapers, and similar items should be placed in the appropriate recycling bins and NOT ON THE FLOOR.

F. **PARKING:**

Each town home shall have its own garage and driveway on which vehicles may be parked. Nevertheless, parking a Cedar Woods Homes Condominium shall be subject to the following restrictions:

1. Parking spaces at Cedar Woods Homes Condominium may only be used by residents and their guests.
2. Vehicles parked at Cedar Woods Homes Condominium must at all times display a license plate with a current tag. The Board or Management shall advise by one certified letter, giving the Owner thirty (30) days to obtain a current license plate. In the event Owner does not obtain a current license plate, the Association shall be authorized to have the vehicle(s) towed from the Condominium property. Any water housing or storage of vehicles is prohibited on the property and subject to towing at the owner's expense.
3. Vehicles parked at Cedar Woods Homes Condominium may not bear lettering, graphics, or other commercial insignia, except if such lettering, graphics and/or insignia are completely covered with a magnetic or other type of covering of the same color of the vehicle.
4. No vehicles larger than a pickup truck, no boats, and no trailers may be parked at Cedar Woods Homes Condominium.
5. No washing, waxing, or repairs of vehicles may be performed at Cedar Woods Homes Condominium, except in the expecified car wash area or in driveways which are Limited Common Elements of the Town homes Units.
6. Parking areas shall not be used for any mechanical work on vehicles except in emergencies.
7. Tenants shall park in the stall assigned to the Owner, who is their landlord, or in the guest spaces only.
8. Guests of Owners or tenants may not use GUEST space parking for overnight parking unless such guest is a house guest at Cedar Woods Homes Condominium.

9. In addition to any other remedy available to the Condominium Association, vehicles parked in violation to these Rules and Regulations are subject to being towed away at the expense of the owner of the vehicle or the Owner of the Unit. In the event that the vehicle abusing an Owner's or tenant's assigned parking space has been removed before the arrival of the towing truck, the complaining owner or tenant shall be liable to the Towing Company for costs incurred for this call, eve though the Association placed the call on his behalf.

G. **BULLETINS:**

1. The Bulletin Board provided, if any, is to be used for Condominium Association functions only.

H. **INTERIOR ROADWAYS:**

1. There shall be no reckless driving or an excess speed of ten (10) miles per hour on all the interior roadways of Cedar Woods Homes Condominium.

K. **MISCELLANEOUS:**

1. Invalidity or unenforceability in whole or in part of any covenant, promise, obligation, undertaking, or any section, subsection, sentence, clause, paragraph, phrase, word, or any provision of these Rules and Regulations or any portion hereof, shall not affect the validity of the remaining portions hereof which shall remain in full force and effect.
2. The heading are included in these Rules and Regulations as convenience and are not to be deemed a part of the Rules and Regulations , or limit the applicability of the Rules and Regulations listed within such heading.
3. All Rules and Regulations contained herein shall be in addition to the Declaration of the Condominium and exhibits thereto. In the event these Rules and Regulations conflict with any provision of the Declaration or exhibits thereto, the Declaration of Condominium or exhibits thereto shall control.