

**Kendall Acres West**  
**Rules & Regulations**  
**Booklet**

KENDALL ACRES WEST CONDOMINIUM ASSOCIATION, INC.  
RULES AND REGULATIONS  
GENERAL INFORMATION

- (1) The use of a unit shall be consistent, and in compliance with existing laws, the provisions of the Articles of Incorporation, By-Laws, and Declaration of Condominium of Kendall Acres West Condominium Association, Inc., (commonly referred as the Documents) and these Rules and Regulations.
- (2) Violations of these Rules and Regulations or provisions of the condominium document must be corrected without delay. Failure to correct a violation will result in a fine assessed against the unit owner's accounts, as well as legal action being taken at the expense of the unit owner.

The following are a part of and in addition to all previous Rules and Regulations:

RESTRICTIONS

- (1) Each unit shall be used for residential purposes only, as a private dwelling for authorized occupants who has been approved by the Board of Directors. Occupancy restrictions are as follows:  

One Bedroom Unit =	Two (2) persons maximum
Two Bedroom Unit =	Four (4) persons maximum
- (2) Units may not be used for business, trade, or any type of commercial activity whatsoever, including but not limited to child care.
- (3) A unit owner shall not permit anything to be done or kept in his unit which would increase the rate of insurance on the condominium property, or obstruct or interfere with the rights of other owners or residents, or annoy them by unreasonable noises, nor shall a unit owner commit or permit any nuisance, immoral or illegal acts to take place in or about the condominium property.
- (4) A unit owner may only keep parakeets, canaries, fish, and domestic cats in the unit. Kitty litter boxes must be kept inside the unit. Cats are not permitted outside except on the patio/balcony of the unit owner.
- (5) Extreme care will be used in the use of musical instruments, stereos, radios, televisions, or other instruments of sound, so as not to disturb the other residents.
- (6) Conversations and sounds from within a unit shall be maintained at a volume low enough to avoid disturbing neighbors. There is a Dade County noise ordinance in effect from 11:00 p.m. to 7:00 a.m., during which hours Metro-Dade Police Department may be called (at 595-6263) to report noise disturbances.
- (7) No owner or occupant shall install wiring for electrical or telephone installations, nor shall air conditioning equipment be installed without the prior written approval from the Board of Directors.

COMMON AREAS AND RECREATIONAL FACILITIES

- (1) Common areas shall not be obstructed, littered, defaced, misused, or built upon in any manner.
- (2) Residents desiring to use the pools or tennis courts must read and abide by all Rules and Regulations posted at those facilities.
- (3) A key to the tennis courts, pool area rest rooms, and clubhouse will be given to each unit owner. The key cannot be duplicated. There is a \$25.00 replacement fee for lost keys.

- (4) Locks on mailboxes must be kept in working condition by the unit owner. Lost or broken keys are the responsibility of the owner.
- (5) The gym, saunas, and billiards rooms, located in the Clubhouse building, are open from 9:00 a.m. until 10:30 p.m. No food, beverage or smoking is permitted in the area.
- (6) The Clubhouse Meeting Room is available for rental. Please contact the on-site manager at 271-1753 for additional information.
- (7) The following items are not permitted in the common areas: bicycles, skateboards, skates, roller blades, etc.
- (8) The common areas cannot be used for personal use; e.g. parties, etc.
- (9) Parents of children are responsible to insure that they act properly and do not create dangerous situations unnecessarily. Also, as parents, you are responsible for the actions of your children. The cost of restoration of the common area will be assessed to the parent(s) of the children found damaging any of the common areas. If there are tenants at the unit, the unit owner will be assessed the cost as the owner is responsible for the actions of their tenants. These monies will be subject to collection by the Association's attorney if not paid within the requested time.

(10) Swimming Pools

- (A) No lifeguard is on duty. Swimmers swim at their own risk.
- (B) Pool hours are from 8:00 a.m. until 10:30 p.m. Swimming is prohibited when the pool is closed.
- (C) The pool should not be used unless two or more persons are present within the pool enclosure.
- (D) Children under the age of twelve (12) may not use the pools unless they are accompanied by an adult.
- (E) No running, pushing, shoving, jumping, diving or horseplay is allowed in the pool area.
- (F) No flotation devices, tubes, or mattresses are allowed in the pool area.
- (G) No glassware or food is allowed in the pool area.
- (H) No animals are allowed in the pool area.

(11) Tennis Courts

- (A) Courts hours are from 8:00 a.m. until 10:30 p.m.
- (B) Tennis courts are for the playing of tennis only.
- (C) Children under the age of twelve (12), accompanied by an adult, may use the Courts for the purpose of playing tennis only.
- (D) No bicycles, skates, skateboards, roller blades, etc., are permitted on the Courts.
- (E) Proper shoes must be worn.
- (F) Tennis courts gate should be locked at all times.
- (G) Trash must be placed in appropriate receptacles.
- (H) Proper tennis etiquette should be observed.

- (I) Guests must be accompanied by a resident.
- (J) No lessons may be given on courts.
- (K) There is a one hour limit of play when others are waiting for courts.
- (L) Please turn off the lights when leaving courts.
- (M) No food, beverage or smoking allowed.

(12) Meter Room

The Meter Room shall not be used in any manner, including but not limited to storing of shopping carts, garbage, or smoking.

ARCHITECTURAL REGULATIONS

- (1) No structural changes or alterations shall be made inside any unit except in accordance with the provisions of the condominium documents, with prior written approval of the Board of Directors, and with proper governmental building permits.
- (2) A unit owner or occupant shall not cause anything to be affixed or attached to, hung or displayed or placed on the exterior walls, doors, railings, fences, or interior or exterior windows of a unit, except with the prior written approval of the Board of Directors.
- (3) Bulletin boards located by the mailboxes are for Association notifications only. Any resident who wishes to post an item on a bulletin board in the Community may use the bulletin board in the Clubhouse, after obtaining specific instructions from the On-Site Manager.
- (4) No clotheslines or similar devices shall be permitted on the condominium property. Laundry may not be hung or displayed from windows or patio/balconies.
- (5) Each owner and the occupants of a unit shall maintain in good condition and repair, his unit and all interior surfaces within or surrounding said unit, including walls, ceilings, and floors. Expenses of maintenance and repair relating to the interior surfaces of the patios/balconies shall be at the unit owner's expense.
- (6) In order to avoid unnecessary plumbing problems, the only paper product acceptable for flushing down toilets is toilet paper. Paper towels, disposable diapers, sanitary napkins and other hygiene products should not be flushed down toilets. Grease should not be poured down sinks or toilets.
- (7) No unit owner or occupant shall permit any items whatsoever to be visible from the exterior of the building, including, but not limited to reflective film and aluminum foil. Drapes and blinds are permitted to be used.
- (8) No unit owner or occupant shall permit any structure, awning, or article of any kind to be affixed to the exterior of any portion of the condominium property without prior written approval of the Board of Directors.
- (9) Hurricane Shutter
  - (A) Roll-up style hurricane shutters will be permitted for installation on patios/balconies, either against sliding glass doors or screening, and on small laundry room windows.
  - (B) Accordion style or removable panel style shutters will be permitted for installation on all other windows.
  - (C) All shutters must be in the approved beige color, based on the Hurst brand color sample.
  - (D) Hurricane shutter panels may be stored inside a unit or on a patio or balcony wall, providing they

are secured to the wall in the least noticeable location, and painted to match the color of the wall. Should the color of the wall change in the future, at the determination of the Association, the unit owner is responsible to re-paint the panels to match the new wall color.

(10) Balcony and Patio Guidelines

- (A) All balconies and patios must be kept in a neat and orderly condition at all times.
- (B) All wood installed on balconies, (e.g. decking, planter boxes, wall decor) should be cleaned and properly treated with a product such as "Wood Life" to prevent mildew, wood rot, and insect infestation.
- (C) Bicycles may be kept on balconies providing they are neatly maintained and stored. Bicycles may be hung on properly installed wall hooks.
- (D) Properly maintained exercise equipment may be kept on balconies.
- (E) Small patches in screening are acceptable if they are blend in color and are neatly installed, unless they are numerous enough to be considered unsightly.
- (F) Shades are acceptable, providing they are maintained in good condition and are attached to the ceiling portion of the balcony.

(11) The following items are **NOT PERMITTED** on balconies or patios:

- (A) Mops, brooms, buckets, or cleaning products or materials.
- (B) Insecticides, or fertilizers.
- (C) Clotheslines, drying racks, clothing or bedding, for the purpose of storage, drying, or airing out.
- (D) Cartons or boxes of any type.
- (E) Fixtures (i.e. toilet bowls), or appliances (i.e. freezers, refrigerators, washing machines, dryers).
- (F) Supermarket shopping carts.
- (G) Empty shelving, empty hanging chains, empty planter pots, or empty baskets.
- (H) Ladders or step-ladders.
- (I) Combustible materials of any type (i.e. gasoline, paint or paint products).
- (J) Kitty litter or kitty litter boxes.

(12) The following items pertain to **AREAS OUTSIDE FIRST FLOOR UNITS:**

- (A) Residents of first floor units may install planting in areas within 18 inches from the balcony screening, providing they are planted in the ground and neatly maintained.
- (B) Small borders are permitted.
- (C) Should the unit owner fail to properly maintain the planting area outside his/her unit in a neat and orderly fashion, the Association will have all plant materials removed and the area restored to its original condition, at the expense of the unit owner.
- (D) Potted plants may not be placed outside the balcony screening.

- (E) Small plants only. Not to exceed 2 feet in height.

#### BARBECUING

- (1) Gas, electric, and propane barbecue grills may be STORED but not used on balconies.
- (2) In accordance with provisions of the Dade County Fire Code, barbecuing on any type of grill is not permitted on any balcony in a multi-unit dwelling over two stories high. Violations may result in fines or imprisonment and violators will be reported to Dade County.
- (3) The Board of Directors will allow residents to move their personal barbecue grills to an area at least 20 feet away from the building, for the purpose of barbecuing.
- (4) When used in the common areas, the grill must be moved back to the balcony within one hour after use or as soon as it cools down.
- (5) Charcoal may not be dumped on lawns or anywhere else on the common areas, nor may any debris connected with the barbecuing be left in the common areas.

#### TRASH DISPOSAL AND RECYCLING

- (1) All garbage and trash shall be placed in secured plastic garbage bags, and deposited inside the dumpster bins provided.
- (2) Items to be recycled must be cleaned and placed in the appropriately marked bins provided.

#### PARKING AND VEHICLE RESTRICTIONS

- (1) Following is the language as it appears in Subparagraph (c) of Article XVII of the Declaration of Condominium, as amended on August 23, 1994.
  - (A) "(c) No boat trailers, or other trailers, boats, campers, mobile homes, or buses may be parked upon the Condominium Property".

No commercial vehicles, other than private passenger cars, may be parked upon the Condominium Property. The term commercial vehicle shall include any vehicle which contains any trade or business name, advertising signs, or any type of lettering on the side thereof, or any vehicle with equipment, including but not limited to racks, tool boxes, storage bins, camper tops and commercial and construction materials.

No vans may be parked upon the Condominium Property unless they are passenger vans with windows on all sides.

No trucks may be parked upon the Condominium Property unless they are pick-up trucks not in excess of one-ton in weight. Approved pick-up trucks may be permitted to have built-in or sealed tool boxes in the bed section.

Private passenger cars and station wagons may be parked upon the Condominium Property.

All approved vehicles shall be parked in the spaces designated thereof.

Vehicles necessary to the management and maintenance of the Condominium by the Association are exempted from the provisions herein contained.

Disabled, expired tag, unlicensed, derelict or abandoned motor vehicles may not be parked, stored or kept upon the Condominium Property without the prior written consent of the Board of Directors.

No repair work or restoration of vehicles may occur on the Condominium Property.

All Residents, Unit Owners, and Lessees must register their permitted vehicles with the Association. Upon receipt of this information, a non-transferrable parking decal shall be issued.

The Association shall have the right to authorize the towing of any vehicle in violation of Article XVII of the Declaration of Condominium with the cost to be borne by the Owner and/or lessee.

(2) In addition, every unit owner and/or resident shall comply with the following Parking Regulations:

- (A) One (1) assigned space has been provided per unit.
- (B) Park vehicle "head-in" only, with front end toward concrete car stop.
- (C) Park between yellow lines of designated parking space.
- (D) Affix parking space identification number (decal) on the left side of vehicle's rear bumper. Decals may be obtained at the Kendall Acres West Office. No more than two decals will be assigned to a one bedroom unit, and no more than four decals will be assigned to a two bedroom unit.
- (E) Park one vehicle per assigned space. Additional vehicle(s) used by occupant(s) of any Unit may be parked in the east or west parking lots specifically designated for assigned or guests parking.
- (F) Be responsible to see that all occupants of the unit, and their visitors and guests refrain from parking on the grass or in any other area not specifically designated for assigned or guests parking.
- (G) Observe 15-minute parking limitation in designated spaces by elevators, for the purpose of loading or unloading persons or objects from vehicles.
- (H) Be responsible for keeping their license plate number(s) on a permanent record file in the Kendall Acres West Office, updating information when necessary.
- (I) Provide a copy of these regulations to any potential lessee or purchaser of the unit.
- (J) Recognize that any violation of these regulations will be considered just cause to have the vehicle towed away at the expense of its owner.

(3) If your assigned parking space has been occupied by an unauthorized vehicle you may:

- (A) Park vehicle in a guest space.
- (B) It is suggested that an owner write a note and place it on the windshield of the unauthorized vehicle, as a reminder that it is parked illegally, -or- call the towing company named on signs posted at the entrances of Kendall Acres West, and request that they tow the unauthorized vehicle from the assigned space.

(4) If you witness a violation of the parking regulations:

- (A) Write down the license plate number, model, make, and color of the vehicle, the time and date, and the nature of the violation.
- (B) Provide all information to the On-Site Manager in the Kendall Acres West Office.

- (C) If you are in violation of a parking rule as outlined in this booklet or the Documents of the Association, we will stickered your vehicle with a 24 hour warning notice before towing the vehicle.

#### SALES AND RENTALS

- (1) All sales and rentals of units must be approved in advance by the Association. Application forms and instructions are available at the Kendall Acres West Office.
- (2) All leases must be prepared on a lease form approved by the Association, with a minimum term of one (1) year. The names of all individuals to occupy the unit must be included in the lease. In the event that any lease terminates earlier than one year after commencement, no new lease or rental agreement may be entered into which would commence earlier than one year from the initial lease date. Nor shall any person other than the unit owner or the approved lessee occupy and live in said unit during this time period without the written approval of the Board of Directors.
- (3) No individual rooms may be rented and no transients may be accommodated.
- (4) The purchaser of a unit may not rent out that unit for at least one year following the purchase date.

#### MAINTENANCE FEE PAYMENTS

- (1) Funds required to operate and maintain the Kendall Acres West Community are collected from unit owners in accordance with the provisions of the Condominium Documents.
- (2) All regular monthly maintenance fees are due on the first day of each month.
- (3) Checks must be payable to Kendall Acres West Condominium Association, Inc.
- (4) The unit account number must be written on the face of each check. The account number begins with "31" followed by your unit number, and appears on all you payment coupons.
- (5) Payments must be mailed to the Association at Dept. # 210560-6763, Miami, Florida, 33121. Payments must be mailed early enough for payments to be received at the Dept. Box address by the first day of the month due. Payments may not be delivered to the On-Site Management Office.
- (6) Payments are considered to be received when they are received at the Dept. Box address. Payments not received by the 15th day of the month due will incur a late charge in the amount of \$25.00 per month until paid. If the 15th falls on a weekend or holiday, payments must be received on the preceding regular business day.
- (7) Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fee incurred in collection, and then to the delinquent assessment.
- (8) If someone other than the unit owner is making payments for the owner, the owner is responsible for providing that person with payment instructions and coupons.



### NOTIFICATION AND COMPLIANCE

It is the intention of the Board of Directors to actively monitor compliance with these Rules and Regulations. If you receive correspondence from the Association concerning items in need of attention, or violations in need of correction, please accept the letter in the spirit in which was intended, and respond in a timely manner. Remember.....the appearance of Kendall Acres West affects property values for all owners.

It must be pointed out that the penalty for violations of the Rules and Regulations in this booklet and your Association's Documents is \$50.00 for each violation. Defined in the governing documents of the Association violations could result in fines assessed against the unit owner's account as well as legal action being taken at the expense of the unit owner. We are sure you can appreciate the necessity of maintaining the aesthetic appearance of your community.

### OWNER CONTACT INFORMATION

Each Unit Owner is responsible to keep the Association updated with regards to changes in ownership name, mailing address, phone numbers, emergency contact information, etc. A Record Update Information sheet is attached for your use, should any of this information change in the future.