

RULES & REGULATIONS

**SUNSET HARBOUR
HOMEOWNER'S ASSOCIATION, INC.**

USE AND BASIC RESPONSABILITIES

1. No trade, business, profession or other type of commercial activity may be conducted in, or from any unit.
2. A unit may not be divided or subdivided for purposes of sale or lease.
3. A resident may not make use of a unit that violates any laws, ordinances or regulations of any governmental body having jurisdiction thereof.
4. A resident may not permit anything to be done or kept in his/her unit which will increase the insurance rates on the unit, common areas, which will obstruct or interfere with the rights of any other residents.
5. A resident may not sing, speak, play a musical instrument, operate a phonograph, television, radio, or sound amplifier, or create or cause to be created, any noise, sound, or noxious odors as to disturb or annoy other residents and interfere with the quiet enjoyment of the premises.
6. The interior of a unit may not be altered in any matter which would affect the party wall or structural elements of the building.
7. A resident shall allow the Board of Directors or agents and employees of the association to enter the unit in case of emergency threatening adjacent units or adjacent common areas.
8. No resident or unit owner shall direct supervise, or in any matter attempt to assert control over the employees of the management firm of the association.
9. No unit owner may interfere with or disrupt a Board Directors meeting.
10. Unit owners are responsible for any and all damages to any part of Sunset Harbour, including but not limited to plants, trees, shrubs, grass, sprinklers, pool furniture, cabana, restrooms or signs, caused by themselves, their children, their family, guests, invitees, servants, lessees and persons who are on the premises because of the unit owner, their family, or guest.

ARTICLE VII – FINES

Section 1. Compliance. Every unit owner and his/her tenants, guests, invitees and agents shall comply with any and all rules and regulations as same exist and may be adopted in the future by the Board of Directors.

Section 2. Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, and action to recover sums for damages, injunctive relief or any combination thereof. The Board of Directors along with the Committee, shall have the right to suspend voting rights and use of the Common Areas in addition thereto.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a unit owner for failure of a unit owner, his tenants, family guest, invitees or employees to comply herewith or with any rule or regulation provided the following procedures are followed:

- a) **Notice.** The Board of Directors shall notify the homeowner or builder of the infraction or infractions. Included in the notice shall be the date and the time of the next Board of Directors meeting at which time the homeowner or builder shall present reasons why penalties should not be imposed. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before committed of at least three members appointed by the board who are not officers, directors or employees of the association, or the spouse, parent, child, brother, sister of an officer, director or employee, if the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
- b) **Hearing.** The facts of non-compliance or violation shall be presented to the board of Directors after which the Board of Directors and/or any applicable committee(s) shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the unit owner not later than twenty-one (21) days after the Hearing.
- c) **Penalties.** The Board of Directors may impose special assessment against such homeowners of Builder's lot, Residential Unit, Tract or Tract Parcel as follows:
 1. First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100).
 2. Second or subsequent non-compliance violation: a fine not in excess of Five Hundred Dollars (\$500).
 3. The right of the Association to suspend the voting rights and to suspend the right to use the Common Areas and facilities by a Homeowner or Builder for any period during which any assessment against his Lot, Residential Unit, Tract or Tract Parcel remains unpaid, and for a period not exceed sixty (60) days for any infraction.
- d) **Payments of Penalties.** Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of penalties.
- e) **Collection of fines:** Fines shall be treated as an assessment subject to the provisions for collections of Assessments as set forth in Article V.
- f) **Non-Exclusive Remedy.** The fines provided for herein shall not be constructed to be an exclusive remedy for the Association, 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 shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

ASSESSMENTS

1. **Penalty fees-** Payments are due on the first day of each month. If your payment is not received by the 10th of the month, there will be a \$25.00 late fee. If the 10th falls on a weekday or holiday, payment must be received on the preceding regular business day to avoid the penalty fee.
2. **Make check payable to:** Sunset Harbour HOA, Inc. Write your account number on the face of your check. Your account number begins with the numbers 1317. Your account number can be found on your payment coupons.

3. Mail your payments to Miami Management, Inc. at 14275 SW 142 AVE, MIAMI, FL, 33186, coupons and returned addressed envelopes are mailed out in December for the following calendar year.
4. If you have any questions regarding the status of your account, please call Management (305) 378-0130 or the Clubhouse on-site office at (786) 238-7052. Please have your account number ready.

SECURITY & SAFETY

1. No weapons, including but not limited to bow-and-arrow, bb, and pellet guns, knives, stars, or sling shots may be carried, displayed, wielded or discharged on any portion of Sunset Harbour.
2. Security problems including trespassers and suspicious persons or vehicles, and acts of vandalism, should be reported immediately to Metro Police at (305) 595-6263: for Police or Fire emergencies **ONLY**- call 911.

TRASH

1. Trash and garbage shall be well secured in plastic bags or appropriate containers and deposited outside the night before, or morning of trash pick-up.
2. Residents shall not allow any rubbish, refuse, garbage or trash to accumulate in places other than the appropriate containers so that each unit, common and limited common areas shall at all times remain in a clean and sanitary condition.
3. At no time shall trash remain outside beyond 24 hours.
4. Trash and garbage containers must be stored on the Unit Owner's property and out of view.
5. Trash containers must have unit number or house address number on can and recyclable containers.

MAINTENANCE & REPAIR OBLIGATIONS

It is the duty of each unit owner to maintain, repair, replace and restore the units as may be subject to their respective control or jurisdiction in a neat, sanitary and attractive condition.

Unit Owners are obligated to maintain their yards and lawns in a near clean fashion, and in the event that the Owner fails to do any of the above duties, the Association may do so, after giving the Homeowner or Builder ten (10) days prior written notice sent to his/her last known address, or to the address of the subject premises.

Failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its options, after giving the Homeowners or Builder a thirty (30) days written notice sent to the Homeowners last known address, make repairs and improve the appearance in a reasonable and work-like manner. The cost of any of the work performed by the Association upon the Homeowner's or Builder's failure to do so shall be immediately due and owing, and shall constitute an assessment against the Lot, Residential Unit, Tract or Tract Parcel on which the work was performed, collectible in a lump sum and secured by the lien against the Lot, Residential Unit, Tract, or Tract Parcel.

PARKING & VEHICULAR RESTRICTIONS

Any vehicle, boat, truck, trailers, or motorcycle parked in violation of the following rules may be towed at owner's expense and the unit owner will be fined for each violation.

1. Parking is permitted in Unit Owner's garage and/or driveway and guest parking spaces (limited) only.
2. Common Areas are not to be used for Parking, including but not limited to grass and walkways.
3. Parking shall be limited to passenger vehicles, passenger station wagons, passenger vans and passenger trucks.
4. Boats, boat trailers, commercial vehicles, recreational vehicles and all other vehicles not specifically authorized herein shall not be permitted in any parking space overnight.
5. Motorcycles must be stored in the garage and/or Unit Owner's driveway.
6. No vehicle which cannot operate on its own power or without a license plate, shall remain within Sunset Harbour for more than 24 hours.
7. Washing of vehicles shall be permitted only in an Owner's driveway.
8. Maximum speed within the community is limited to 15 MPH.
9. No parking in guest parking spaces for more than 24 consecutive hours, they are to be solely for transient vehicles.

ARCHITECTURAL CONTROL

Any additions, changes or alterations (including landscape) may not commence until the plans and specifications showing nature, kind, shape, height, materials and location have been submitted and approved in writing by the Architectural Control Board. It is advisable to refer to Article VI of The Declaration for the proper procedure before undertaking any additions, changes or alterations.

1. The following shall not be altered, changed, repaired, replaced, decorated, removed, added to, extended, enclosed or painted without prior written consent of the Association.

Common Areas, limited common areas, any outside or exterior portion of the building or unit, or other exterior areas appurtenant to unit, including but not limited to patios, terraces, parking areas, ceilings, railings and doors.

2. The following shall not be installed, erected, attached to, constructed exhibited or displayed on the common areas, limited common areas or any other exterior areas appurtenant to a unit without prior written approval of the Association.

Awnings, patio covers, screen, shades, fences, gutters, canopies, window guards, jalousies, enclosure, shutters, storm or hurricane shutters, light reflective material, radio or television or citizen band (CB) radio broadcasting or receiving devices, aerials or antennas, landscaping features, ventilators, fans, air conditioning, or de-humidifying devices, wiring, lighting, curbs, sidewalks, brick, tile, Chattahoochee, concrete slabs, decorative or security bars or gates, shades, playgrounds, basketball hoops, etc.

3. No sign of any kind shall be displayed to the public view on the Properties except on sign of not more than one (1) square foot used to indicate the name of a resident, or one sign not more than five (5) square feet advertising the property for sale or for rent.

4. The following shall not be hung, exhibited, displayed, inscribed or affixed in or upon the interior of a unit, including windows and/or sliding glass doors, in such a manner as to be visible from outside the unit, without prior consent of the Association:

Signs, notices, advertisement, laundry, garments, towels, solar film or other objects, except for draperies, blinds, shades or other suitable window coverings which are permitted.

5. Personal belongings may not be stored on patios or terraces without prior consent of the Association, unless said patio or terrace has been properly screened before in accordance with the guidelines established by the Association.
6. Clothes shall not be permitted for display within view.
7. No Unit Owner may store personal property on any common area or limited common area, such as bicycles, toys, barbecues, etc. unless concealed from view from the road or other unit.
8. The Association will trim the base of all community trees including those privately owned (not limited to common areas) up to six feet to allow for uniform clearance throughout the community. Each owner may have his tree trimmed or pruned at his expense with the approval of the co-owner (neighbor).

BURGLAR ALARMS

1. Installation of a burglar alarm system may be permitted only with written approval of Architectural Committee and Board of Directors.
2. The Property Management office and police department must be advised of the name and phone numbers of a local person who will be available to turn the alarm off should it begin ringing.
3. In the event no local contact person or number is available, the Property Management office will make whatever arrangements are necessary in order to silence the alarm, and any expense incurred in this service will be assessed against the unit.

PETS AND WALKING OF PETS

1. Pets shall be limited to dog(s) or cat(s) or fish(es), provided that they are not breed, kept or maintained for any commercial purpose. And provided that they do not become a nuisance or annoyance to any neighbor. No other animal, livestock, reptiles or poultry of any kind shall be raised or kept on any lot, Residential Unit, Tract or Tract parcel.
2. Such permitted pets shall be kept on a leash at all times when outside of a Residential Unit and shall not be permitted to have excretions or taken for a walk except in the areas designated by the association.
3. The pet will be walked only in the yard appurtenant to each townhouse or along the street. All owners of pets shall be responsible for immediately removing, and properly disposing of any excretions of their pets in common areas and private yards.
4. The unit owner shall be liable for any damage to the common areas caused by his/her pet, and the unit owner must pay all costs involved in restoring any damage to any part of the common property.
5. The unit owner shall be financially responsible for any personal injury or property damage caused by the pet to any other unit owner, occupant, guest, employee of the association, or to any member of the public.

SWIMMING POOL/SPA RULES

1. The swimming pool area is open between the hours of 9:00am and 10:00pm. Residents and guest must present identification to the recreation attendants.
2. All person must shower before entering the pool. Bathing is allowed from sunrise to sunset.
3. Children under 12 are not permitted in the pool area without adult supervision. Infants under age of 3 shall wear a tightly fitted diaper and a bathing suit.
4. All persons using the pool area or restroom facilities do so at their own risk.
5. Unit owners are responsible for any damages caused to the recreation facilities themselves, their family, guests, invitees, servants, lessees, and persons who are on the premises because of the unit owner, family or guests.
6. Running, jumping, diving and game playing are not permitted in the pool area.
7. No pets, glass objects of any kind, food, cigarettes, bicycles, skateboards, tricycles, roller skates, frisbees, soccer balls, handballs, softballs, hardballs and/or footballs are permitted in the pool/spa area.
8. Rafts, floats, and beach balls are allowed, only if they do not interfere with the peaceful enjoyment of the premises by other residents.
9. Only Four (4) guest per resident age 18 and older. One (1) guest when resident is under 18. Residents under 18 are permitted the same number of guests with adult supervision.

HURRICANE PREPARATION

Each unit owner or resident who plans to be absent from their home during hurricane season (June 2- November 30) must prepare his/her unit prior to departure.

- a) Remove all furniture, hanging and potted plants and other objects from their front and back yards, patios and balconies.
- b) Designate a responsible firm or individual to care for the unit should the unit suffer hurricane damage. Notify to Property Management office of the name and phone number of such firm or individual in writing.