



## **RULES & REGULATIONS**

**1. Use of Homes.** Each home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

**2. Leases.** Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to the appropriate Association. Moving hours are from 9 am to 5 pm only. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than six (6) months. Applicants are required to interview with their Association's respective Committee prior to moving in. All occupants must be listed on the application and the number of occupants must not exceed the governing laws per unit (2 people per bedroom). Tenants are not permitted to have pets. Corporate leases must follow all community guidelines and no transit residents are allowed. Violations of community rules may result in immediate termination of lease. Should a lease be terminated due to non-compliance of rules this will still be considered a leased period and if it was the second lease in a twelve month period you will not be able to re-lease the home.

**3. Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of any portion of Las Brisas at Doral. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Las Brisas at Doral shall be the same as the responsibility for maintenance and repair of the property concerned.

**4. Maintenance by Owners and Neighborhood Associations.** Any property, structures, improvements, fences, and appurtenances which are required to be maintained by an Owner or by a Neighborhood Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Las Brisas at Doral.

**5. Weeds and Refuse.** No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any home.

**6. Drainage System.** Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, or other improvements) is adversely affected by landscaping, fences, structures or additions, the cost to correct, repair or maintain such drainage system and/or facilities shall be the Owner's. By way of example, and not of limitation, if the roots of a tree within the boundaries of a Home affect pipes or other drainage facilities within another Home, the Owner of the affected Home shall be solely responsible for the removal of the roots within the

boundaries of his or her Home. Association shall have no responsibility or liability for drainage problems of any type whatsoever.

**7. Waterways.** Neither any Owner nor any Neighborhood Association may utilize the waterways which are adjacent to, but outside the boundaries of Las Brisas at Doral, to irrigate. Developer or Association may use such waterways to irrigate Common Areas, subject to having received all necessary governmental approvals for such activity. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATER- BODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. The Association shall have the right to use one or more pumps to remove water from water bodies for irrigation purposes at all times, if all necessary governmental approval for such use has been received.

**8. Swimming and Boating Prohibited.** Swimming and boating in any part of waterways adjacent to Las Brisas at Doral is expressly prohibited.

**9. Subdivision and Regulation of Land.** No portion or any Home or any portion of Las Brisas at Doral shall be divided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Las Brisas at Doral, without the prior written approval of the Association, which may be granted or deemed in its sole discretion.

**10. Alterations and Additions.** No material alteration, addition or modification to any portion of Las Brisas at Doral, including a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

**11. Signs.** No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor playing equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon an portion of Las Brisas at Doral or any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. Security signs are not permitted. You may place a 4 inch security sticker in the window of the unit. No signs may be placed in or on Vehicle windows.

**12. Roofs and Pressure Treatment.** Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC.

**13. Paint.** Homes shall be repainted within forty-five (45) days of notice by the ACC.

**14. Hurricane Shutters.** Any hurricane or other protective device visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll up style hurricane shutters may NOT be left closed during hurricane season. All styles of hurricane shutters may be installed up to 72 hours prior to the expected arrival of a hurricane. If a Hurricane is rated at Category 1 or higher and a Storm warning has been issued for our area it is MANDATORY TO INSTALL HURRICANE SHUTTERS! The shutters must be removed 72 hours after the storm unless directed otherwise by the association which will be posted in the entrance to the community. Units failing to comply may face fines, and possible repair cost to other units for failing to install hurricane shutter, should damage result for non-compliance. Should you be going out of town for an extended period of time during hurricane season it is the owners responsibility to make arrangements to have the shutters installed. In extreme emergency situations the owner may approach the association for a waiver of this rule.

**15. Wall Units.** No window air conditioning unit may be installed in any window in a Home.

**16. Window Treatments.** Window treatments shall consist or drapery, blinds, decorative panels, or other tasteful

window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

**17. Satellite Dishes and Antennae.** No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or other portion of Las Brisas at Doral without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Lots, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Developer shall have the option to install Telecommunication Services equipment without ACC approval. Any satellite cable running along a wall must be painted the same color as the building. The unit owner will be responsible for maintaining the original condition of the exterior walls.

**18. Pools.** No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the ACC as set forth in this Declaration. All pools shall be adequately maintained and chlorinated. Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

**19. Visibility on Corners.** Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies.

**20. Holiday Lights, ornaments and Other Lighting.** Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent lot). All Holiday or seasonal decorations must be removed within 15 days after said holiday.

**21. Removal of Soil and Additional Landscaping.** Without the prior consent of the ACC, no Owner shall remove soil from any portion of Las Brisas at Doral, change the level of the land within any portion of Las Brisas at Doral, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Las Brisas at Doral. Owners may place additional plants, shrubs, or trees within any portion of Las Brisas at Doral only with the prior approval of the ACC.

**22. Casualty Destruction to Improvements.** In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof or, if the Home is a condominium unit, the Neighborhood Association within which it is located, shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

**23. Animals.** No animals of any kind shall be raised, bred or kept within Las Brisas at Doral for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Miami-Dade County ordinances and in accordance with the applicable Neighborhood Declaration and the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. No pets are permitted under any circumstances in the recreational facilities of the Common Areas. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Las Brisas at Doral designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in

this Section. Pets shall not weigh more than 30 pounds. A pet registration form must be filled out for each Dog or Cat along with a picture of each pet and a copy of all shot records. The form, picture and copy of shot records must be filed with the Association's management company within fourteen (14) days of an owner obtaining a pet. It is the owner's responsibility to update the association's records each year. Failure to have your pet in compliance with Las Brisas, local and county rules may result in fine or removal of pet. Tenants are not permitted to have pets.

**24. Nuisances.** No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Las Brisas at Doral is permitted. No firearms (including BB-guns, pellet guns or paint ball guns) shall be discharged within Las Brisas at Doral. Nothing shall be done or kept within the Common Areas, or any other portion of Las Brisas at Doral, including a Home, which will increase the rate of insurance to be paid by Association. Parties and gatherings where loud music and noise are evident are not permitted past 10:00 PM on week- days and 11:00 PM on weekends.

**25. Minor's Use of Facilities.** Parents shall be responsible for all actions of their minor children at all times in and about Las Brisas at Doral. Developer and Association shall not be responsible for any use of the facilities by anyone, including minors. Children under the age of 16 will not be permitted to use the facilities unless accompanied by an adult.

**26. Personal Property.** All Personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, a Home, or any other portion of Las Brisas at Doral, which is unsightly or which interferes with the comfort and convenience of others. Patio furniture, plants and bicycles are the only things permitted on balconies and patios.

**27. Storage.** No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefore shall conform to the requirements of this Declaration.

**28. Garbage Cans.** Trash collection and disposal procedures establishes by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home.

**29. Laundry.** Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, clothesline, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

**30. Control of Contractors.** Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

**31. Servants.** Servants and domestic help of any owner may not gather or lounge in or about the Common Areas. No employees, maintenance, repairmen, etc. of an owner may gather or lounge in the common areas.

**32. Parking.** Owners shall park only in their assigned spaces and guests or visitors shall use only spaces designated for such purpose. All residents must obtain a registered parking sticker within 10 days of moving into the home. It should be placed in the lower right corner of the windshield (driver's side). Any Vehicle not parked in a designated parking space is considered a fire hazard and will be towed immediately. For Sale signs or other signage may not be placed or written on the vehicles windows. Residents have the right to tow an unauthorized vehicle that is parked in their respective assigned space. No vehicle which cannot operate on its own power shall remain on Las Brisas at Doral for more than 48 hours. No repair, except emergency repair, of vehicles shall be made within Las Brisas at Doral. All vehicles parked on the property must have current license tags and any vehicle (including that of a guest) will be stickered if the tag is expired and will be towed within 72 hours if the vehicle has not been removed from the Association property. Vehicles that remain unmoved or dormant for more than 2 weeks will be considered a stored vehicle and vehicle storage is not allowed within Las Brisas. Should you be leaving the area for

longer than 2 weeks you must park in your personal spot and NOTIFY in Writing the Association or its agent. All Motorcycles and gas powered scooters must be parked in the designated parking for each condo area. You must park in a way that allows more than one vehicle to be parked in the designated space. Should there be no parking available in your condo area you must use the parking spots in other condo areas. The only exception to motorcycle parking is if the only vehicle for that home is a motorcycle in which case you may use your assigned spot. All vehicles that are towed will be towed at the owner's expense.

**33. Commercial Vehicles** - No commercial vehicle, recreational vehicle, truck with a camper top, boat or camper, may be kept within Las Brisas at Doral. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (e.g., Broncos, Blazers, Explorers, etc.) up to 19 feet long or clean "non-working" vehicles such as pick-up trucks or vans not in excess of ¾ ton capacity if they are used by the Owner on a daily basis for normal transportation. Commercial vehicles at Las Brisas at Doral for deliveries or service calls shall park only in spaces designated for such purposes. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Common Areas, or any other Las Brisas at Doral facility. Commercial vehicles are not permitted to be parked on the property after 5:00 PM and will be towed at the owner's expense. U-Haul vehicles are not permitted to be parked over night unless prior written approval by the Board is granted. Local, County and State law enforcement vehicles are permitted to park within the property.

**34. Cooking.** No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Las Brisas at Doral. Barbecues are only permitted on open patios. Residents are permitted to barbecue on the lawn behind their building but must clean up and remove the barbecue when finished. The Veracruz model is the only 2nd floor unit that can barbecue on their balcony as it is not enclosed.

**35. Substances.** No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Las Brisas at Doral or within any Home, except those which are required for normal household use.

**36. Extended Vacation and Absences.** In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Such firm or individual shall contact Association for permission to install or remove approved hurricane shutters or enclosures. Association shall have no responsibility of any nature relating to any unoccupied Home.

**37. Commercial Activity.** Except for normal activity, administrative offices of The Association, sale and re-sale of a Home, no commercial or business activity shall be conducted in any Home within Las Brisas at Doral notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Las Brisas at Doral. No solicitors of a commercial nature shall be allowed within Las Brisas at Doral, without the prior written consent of Association. No garage sales are permitted except as permitted by the Association. No day care center or facility may be operated out of a Home.

**38. Artificial Vegetation.** No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot or Home, unless approved by the ACC. It is the sole responsibility of the homeowner to maintain any items that they get approved and install.

**39. Decorations.** No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, weather

vanes, or flagpoles shall be installed or placed within or upon any portion of Las Brisas at Doral without the prior written approval of the ACC. In accordance with the Florida Statutes, one portable, removable U.S. flag no larger than 4 and ½ feet by 6 and ½ feet may be flown in front of a home year round.

**40. Sports Equipment.** No recreational, playground or sports equipment shall be installed or placed within or about any portion of Las Brisas at Doral without prior written consent of the Association. Bike riding, rollerblading, skating, skateboarding and scooters are not permitted in the common areas unless children are accompanied by an adult. Such equipment shall be stored inside the unit. Ramps for skateboards are not permitted in common areas. Any sports such as football, baseball, kickball, soccer, etc. is not permitted in the parking lot where damage can be caused to other residents vehicles. Children are the responsibility of their legal guardians.

**41. Fencing.** No walls or fences shall be erected or installed without prior written consent of the ACC.

**42. Septic Tanks.** Pursuant to the Title Documents, septic tanks are prohibited.

**43. Moving Hours.** Moving in or out is permitted Monday –Sunday between the hours of 9:00 AM and 5:00 PM. All unit owners or tenants must have previously submitted a copy of the lease or closing statement to the Association's management company in order to move into the property. Should the moving times be violated, a fine may be levied against the owner.

**44. Fining.** Unit owners will be fined if noticed violations are not corrected. A first offense fine will be \$50.00 and a second offense will be fined at \$100.00 per day up to \$1000.00 until the fine is corrected.

**45. Damage to Common Areas.** A unit owner will be assessed the cost of any repairs necessary due to an owner or tenant's negligence.

**46. Tail gating into the community by either homeowners or guest will not be tolerated.** This creates a security issue and is a big concern of most homeowners. Should you or your guest be caught tailgating (following close behind another car without using the entry system) the owner of your unit will be subject to a fine. Motor Vehicles such as Motorcycles and scooters that bypass the gate system and enter on the sidewalk system will be treated as a tailgater.

**47. The feeding of Ducks or other wild animals on the property is strictly prohibited.** This creates an Environmental hazard and a Health Hazard. If you or your children wish to feed the ducks do so next to the canal outside of the main property.

**48. Speeding.** The posted speed limit for Las Brisas at Doral is 10 MPH. The community will enforce fines for speeding due to safety issues through use of a Radar Gun purchased for the property.

**49. Foreclosures and Liens.** Any home that falls behind more than two months will be subject to a lien being placed against the home plus associated legal and late fees. Any home that falls behind 3 months will be subject to having the home sent to foreclosure plus associated legal and late fees. Once a home has been turned over to the legal department the Association is no longer able to work homeowners to clear their accounts.

**50. Parking in a handicapped space.** All county and state guide lines will be followed in regards to parking in handicapped spaces. Before you park in a Handicapped space you must ensure that you are allowed to do so under the Florida Statute. Just having a card to hang in your window does not constitute the right to park there. You must be in compliance with state guidelines and may be asked to provide proof to the association. Failure to do so may result in a fine being levied.

**51. Gym, pool and Tennis court.** All posted rules must be followed to ensure a safe and clean environment exist for residents of Las Brisas. Unless otherwise posted the gym hours are from 5am to 10 pm, pool hours are from 7 am to 10 pm and the Tennis court hours are from 7 am to 11 pm. In the event that any owner, or the tenant or guest of any owner, is caught changing timers, Spa temperature setting or gym temperature settings, that owner will be subject to a fine and will be responsible should any damages occur due to their actions.

**52. Parking sticker and Entry cards.** When a homeowner plans to sell their home or re-lease the home they must inform the Association in writing and provide the Association with the sticker numbers and entry card number located on their card. All entry cards must be turned over to the new homeowner at the closing and brought with them at the time they turn in their warranty deed to be added into the gate system. Failure to do so will result in all cards issued to the home being deactivated and a new activation fee of \$50.00 per card will be charged. New parking stickers will be issued for the home at this time. The outgoing tenant or homeowner should check with on site security to remove their sticker and record the number that it has been removed. This also applies should you sell or replace a car.

I agree that understand all of the above items and agree to comply

Print \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_