

# CAZADORES SUBDIVISION SOUTH HOA

## ACKNOWLEDGEMENT

### OF RECEIPT RULES AND REGULATIONS

**I have read and understand the Rules and Regulations that I was provided with the Sales package. I will comply with the Rules and Regulations of Cazadores Subdivision South HOA Inc., as may be amended from time to time, and have retained a copy for my records.**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

Date: \_\_\_\_\_

ten (10) years (regardless of whether the mortgage is due in less than ten (10) years). The sale or transfer of any Lot shall not affect the assessment lien. To the extent required by law, an Institutional First Mortgagee or other person who obtains title to a Lot by foreclosure of a first mortgage, or an Institutional First Mortgagee not be liable for the unpaid assessments that became due prior to such acquisition of title, unless the payment of assessments was secured by a claim of lien recorded by the Association prior to the recording of the first mortgage. However, no sale or transfer shall relieve such Lot from liability for any installments of assessments thereafter becoming due or from the lien thereof regardless of how title to the Lot was acquired. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 5.12 shall be declared a common expense of the Association and shall be divided among, payable by and a lien against all Lots as provided in Section 5.1 of this Article V, including the Lot as to which the foreclosure or conveyance in lieu thereof took place.

**Section 5.12 Trust Funds.** All assessments collected by the Association shall be held by the Association in trust for the Owners, as their interest may appear, and the Association may invest such funds in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States Government.

## ARTICLE VI

### USE RESTRICTIONS; CERTAIN RULES AND REGULATIONS

**Section 6.1 Applicability.** The provisions of this Article VI shall be applicable to all the Development but shall not be applicable to the Declarant.

**Section 6.2 Land Use and Building Type.** No Lot shall be used except as a single family residence, and no building constructed on a Lot shall be used except for and as the residence of a single family. Temporary uses by Declarant for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Declarant (except if made by the Declarant) without the consent of the Architectural Control Committee as provided in this Declaration.

**Section 6.3 Easements.** Easements for installation and maintenance of utilities, for ingress and egress and for drainage are reserved as shown on the recorded plat and/or herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the use of such easement for the purpose for which it was reserved or created. The area of each Lot covered by an easement and all improvements in the area thereof shall be maintained continuously by the owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. Miami Dade Water and Sewer Authority, Florida Power and Light Company, Southern Bell Telephone Company, the Association and Declarant and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all underground water lines, sanitary sewers, storm drains, and electric and telephone lines, cable

and conduits, under and through the utility easements as shown on the plats. Declarant and its successors and assigns shall have a perpetual easement for the installation and maintenance of cable and community antenna, radio and television lines. All utilities within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

**Section 6.4** Nuisance. No noxious, offensive or unlawful activity shall be carried on upon the Lots, Common Areas or the Development, nor shall anything be done thereon which may be or become an annoyance or nuisance to any Owner. No loud noises or noxious odors shall be permitted in any Lot, and the Board shall have the right to determine in accordance with the Bylaws if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner, shall be located, used or placed in any Lot or on any portion of the Development, or be exposed to the view of other Owners.

**Section 6.5** Temporary Structures. No outbuilding, basement or other temporary building or improvement of any kind such as a trailer, tent, mobile home or recreational vehicle shall be permitted on the Development at any time on the common areas or front yard or used at any time as a residence, either temporarily or permanently, except by the Declarant during construction. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any house or auxiliary building within the Development.

**Section 6.6** Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on the Development without the prior written consent of the Architectural Control Committee, except (a) one sign of not more than two (2) square foot used to indicate the name of the resident; (b) one sign of not more than four (4) square feet advertising any lot for sale or for rent (in locations and in accordance with the design standards approved by the Architectural Control Committee); (c) or any sign used by a builder to advertise the company during the construction and sale period; (d) signs, regardless of size, used by the Declarant, its successors or assigns, or any party developing or marketing any portion of the Development, including signs used for construction, advertising, marketing, promotional, sale and leasing activities; (e) bulletin boards, entrance, directional, informational and similar signs used or installed by the Declarant, the Association, or any recreational or spa facility; and (f) signs required under applicable law. No sign of any kind shall be permitted to be placed inside a Lot or on the outside walls of the Lot or on any fences on the Lot, nor on the Common Areas, nor on dedicated areas, nor on entry ways or any vehicle within the Development, except such as are placed by the Declarant.

**Section 6.7** Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Development nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in Development. No derrick or other structure designed for use in

boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Development.

**Section 6.8 Animal Restrictions.** Each Owner or occupant (regardless of the number of joint owners or occupants) may maintain up to two (2) household pets in his Lot, to be limited to dogs, cats, domestic birds (or other household pets defined as such and specifically permitted by the Association), provided it is not kept, bred or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. No animals, wildlife, livestock, reptiles or poultry of any kind shall be kept on the Development. No dog, cat or other pet may run loose (unleashed) in the Common Areas, and may be walked only in areas specifically designated for such purpose by the Association, if any. Birds may be kept inside (but only inside) Lots, and must be caged domestic birds which do not unreasonably annoy or create a nuisance for neighbors. The Declarant or the Association may order any animal that becomes obnoxious or otherwise creates a nuisance by reason of aggressive or intimidating behavior, barking, littering or otherwise temporarily or permanently banned from the Development. Pets shall also be subject to applicable rules and regulations.

**Section 6.9 Visibility and Intersections.** No obstruction to visibility at street intersections or Common Area intersection shall be permitted.

**Section 6.10 Exterior Appearances and Landscaping.** The paint, coating, stain and other exterior finishing colors on all Lots shall be maintained as originally installed, without prior approval of the Architectural Control Committee. However, prior written approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed. All landscaping shall be maintained in an acceptable and customary manner and will not overrun or grow into any adjacent properties.

**Section 6.11 Commercial Trucks, Trailers, Campers and Boats.** No trucks or commercial vehicles, or campers, vans, mobile homes, motor-homes, recreational vehicles, boats, boat trailers, horse trailers, house trailers or trailers of every other description shall be permitted to be parked or to be stored at any place on the Development, nor on any dedicated areas, unless the Declarant specifically designates certain spaces for some or all of the above. This prohibition of parking shall not apply to temporary parking of commercial vehicles, such as pick-up and delivery and other commercial services, nor to vans or pick-up trucks for personal use which are in acceptable conditions in the sole opinion of the Architectural Control Committee (which favorable opinion may be changed at any time), nor to any vehicles of the Declarant or its affiliates or designees, used for construction, maintenance, or marketing purposes, and services vehicles operated in connection with the Association or its management company. No on-street parking shall be permitted. No Owner shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle or other vehicle upon any Lot or other portion of the Development.

Subject to applicable laws and ordinances, any vehicle parked in violation of this Declaration or the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle.

The Association shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the Owner to receive its return for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. "Vehicle" as used herein also means campers, mobile homes and trailers.

**Section 6.12 Garbage and Trash Disposal.** No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of Metropolitan Dade County for disposal or collection by the Dade County Waste Division shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than twenty (20) gallons or more than thirty-two (32) gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than twenty-four (24) hours prior to scheduled collections and must be removed within twelve (12) hours after collection.

**Section 6.13 Fences.** No fences, wall or other structure shall be erected in the front yard, unless approved by the Architectural Control Committee as provided below.

**Section 6.14 No Drying.** To the extent lawful, no clothing, laundry or wash shall be aired or dried on any portion of the Development.

**Section 6.15 Reflective Materials.** No building shall have any aluminum foil placed in any window or glass door or any other reflective substance placed on any glass, except such as may be approved by the Architectural Control Committee for energy conservation purposes. No air conditioning shall be installed in any window, wall or door on any Lot.

**Section 6.16 Air Conditioning Units.** Except as may be permitted by the Board, no windows or wall mounted air conditioning units may be installed in any Lot.

**Section 6.17 Trash.** No rubbish, trash, garbage or other waste material shall be kept or permitted on the Development except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render the Development or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Appropriate flexibility shall be afforded to food service operations, however. No clothing or household fabrics shall be hung, dried or aired, and no lumber, grass, shrub or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Development.

**Section 6.18 Insurance Rates.** Nothing shall be done or kept on the Development which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Lots or on the Development which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

**Section 6.19 Controlled Access Facilities Stops.** Controlled access facilities personnel shall have the right to stop and question persons on the Common Areas and to require

satisfactory evidence of any such person's right to be where he is stopped. Any person who fails to establish that right may be required to leave (even if he actually is entitled to be where he is stopped but fails to satisfactorily prove who he is).

**Section 6.20 Hurricane Protection.** No type of hurricane protection may be installed in or around the Lots other than hurricane shutters or other hurricane protection approved by the Association. All pre-approved hurricane shutters and similar equipment shall be kept in an open position except during periods of impending storms. Each Owner who is not a permanent resident shall appoint an agent to open and close hurricane shutters and similar installations when appropriate and shall notify the Association of the name, address and telephone number of such person. Owners who are permanent residents, but who will be absent from their Lot, shall do likewise for and during the periods of their absences

**Section 6.21 Homeowner Documents.** All Owners shall be obligated to deliver the documents originally received from the Declarant, containing this and other declarations and documents, and any amendments thereto received from the Declarant, to any grantee of such Owners.

**Section 6.22 Rules and Regulations.** As provided in the By-Laws, the Board may adopt rules and regulations applicable to all portions of the Development other than the property owned by the Declarant. In the event that such rules or regulations are adopted, they may be enforced in the same manner as the restrictions set forth in this and other declarations and documents, and any amendments thereto received from the Declarant, to any grantee of such Owners.

**Section 6.23 Easements.** Each Owner shall have an easement of access over and upon the Lots and the Common Areas for the purpose of allowing such Owner to maintain and repair air conditioning compressors, air conditioning equipment, meters and other equipment serving the Owner's Lot which may be located on such other Lots and/or the Common Areas, if any. Easements are reserved over each Lot and the Common Areas in favor of each other Lot and the Common Areas in order to permit drainage and runoff from one Lot (and its improvements) to another or to the Common Areas or from the Common Areas to any Lot or Lots. Each Lot shall be subject to an easement for any encroachments which may exist from time to time of the Common Areas unto such Lot, provided that no such encroachment shall materially interfere with the use of the servient Lot.

**Section 6.24 Exterior Maintenance.** The Owner shall maintain the structures and all other grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may, at its option after giving the Owner ten (10) days prior written notice sent to his last known address, or to the address of the subject premises, have that portion of the grass, weeds, shrubs and vegetation located on the Lot which the Owner is responsible to maintain cut when and as often as the same is necessary in the Association's judgment, and have dead trees, shrubs and plants in any such area removed from such Lot, and replaced, and may have any such portions of the Lot re-sodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charged against the Lot on which the work was done and the personal obligation of all Owners of such Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after

giving the Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided.

**Section 6.25 Maintenance by the Association.** The Association shall maintain, or provide for the maintenance of, all of the Common Areas and buildings on the Common Areas not maintained by any public agency or utility. In addition, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are located on the Common Areas, and any drainage facilities contained within easements of individual Lots or Common Areas for the purpose of removing water from the Development. The Association shall further maintain, reconstruct, repair, replace and refinish any paved surface on the Common Areas. All of the foregoing obligations of the Association shall so determine, the Association may maintain the landscaping areas in the front of any Lot from the front Property line to the imaginary line corresponding to the front of the Lot on such Lot. Expenses attributable to such maintenance performed by the Association shall be deemed liens against the Lots upon which such work is performed.

**Section 6.26 Access at Reasonable Hours.** For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to Owner, to enter upon any Lot at reasonable hours on any day.

**Section 6.27 Declarant Exemption.** The Declarant and its successors and assigns will undertake the work of constructing any residential dwelling or improvement on each Lot. The completion of such work and the sale, rental and other disposal of the Lots is essential to the establishment and welfare of the Development as a community. As used in this Section 6.27 and its subparagraphs, the words "its successors and assigns" specifically do not include purchasers of completed Lots. In order that said work may be completed and the development established as a fully occupied community as rapidly as possible, neither the Association nor any Owner shall do anything to interfere with the Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to

a. Prevent the Declarant, its designees, successors and assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, any alteration of its construction plans and designs the Declarant deems advisable plans for future development of Cazadores Subdivision South may be modified by the Declarant at any time and from time to time, without notice); or

b. Prevent the Declarant, its designees, successors and assigns, and its/their contractors, subcontractors or representative, from erecting, constructing and maintaining on any