

# **OLD CUTLER GLEN HOMEOWNER'S ASSOCIATION RULES AND REGULATIONS**

## **INTRODUCTION**

ASSOCIATION LIVING REQUIRES THE FULL COOPERATION OF ALL RESIDENTS. THE OLD CUTLER GLEN HOMEOWNER'S ASSOCIATION SHALL BE REFERRED AS 'OCG HOA' FOR SIMPLICITY IN THIS DOCUMENT.

IT IS IMPORTANT THAT EACH OWNER/RESIDENT FAMILIARIZES THEMSELVES WITH THE FOLLOWING RULES AND REGULATIONS, IN ORDER TO ENSURE THAT ALL THE RESIDENTS OF OCG ENJOY A SERENE QUALITY OF LIFE.

The Board of Directors, pursuant to the authority granted to it in the Declaration of Restrictions and the By laws has established the following rules and regulations, which are in part taken directly from the Declaration. The success of any community is founded on the principles of common decency, respect, and consideration for the basic rights of neighbors. These rules and regulations will serve as a ready reminder and reference of the various obligations residents have to one another in day to day living.

Provisions for these Rules and Regulations, and the authority for enforcement, are contained in the Declaration and the Bylaws, which were given to residents upon the purchase of their homes. These rules are intended as a supplement to the Declaration, not a replacement. All provisions of the Declaration not referenced in this document remain in full effect and must be adhered to by all owners and residents.

It is the responsibility of each owner to make their guests, residents, and tenants aware of the restrictions of the governing documents. However, it is ultimately the owner's responsibility for the conduct of the residents, tenants, vendors, guests. Owners may want to consider adding a termination clause in their tenant agreement in the event of a violation of the Association's Declaration, Bylaws, or Rules and Regulations by the tenant.

The Board of Directors establishes and enforces these rules, manages the financial affairs of the association, and oversees the operation and maintenance of the association facilities and any common area if applicable. This document may be changed by the Board periodically as needed and intended to be a part of the documents of the association.

### **1. ARCHITECTURAL GUIDELINES**

Architectural Guidelines are to ensure that the appearance of the community is maintained.

The HOA Board has pre-approved several styles and colors for fences as well as mailboxes. Owners will only require to submit a modification form if using pre-approved fences/mailboxes. Otherwise All exterior alterations, Improvements, modifications, additions (Including, mailboxes, fences, walls, and gates) must be submitted and approved by the HOA. Owners are required to submit an approval from to the HOA with supporting documentation such as surveys, permits, pictures, etc. and obtain approval prior to starting any work. Please be advised that unauthorized alterations, improvements or any other construction are subject to violation schedule enforcement action as outlined by the Declaration.

2. MAINTENANCE OF LOTS/LANDSCAPING/ROOFS/DRIVEWAYS/ WALKWAYS

All owners shall keep their lots and all improvements, including landscaping maintained and clean. This shall include, but not limited to, walkways. All landscaping must be properly maintained with the grass cut periodically such that the grass does not exceed 10" in length. An owner's failure to maintain his/her lot, or any improvement there on, could result in a violation, subsequent fines, as well as the HOA retains the right have the work completed and bill the homeowner for the work.

3. ANTENNAS AND FLAGPOLES

3.1 Outside antennas, antenna poles, or antenna masts shall only be erected with prior HOA approval. No more than one flagpole shall be allowed to be erected on the property with prior approval by the HOA. Residents may fly no more than 2 flags, the American Flag must always be the larger of the two. During an election year, residents may display their party allegiance flag as their 'second' flag; flag must be smaller than the American flag and must be taken down the day after the election is completed. Profane language on any flag/banner will not be allowed.

4. RENTAL OF DWELLING

4.1 An Owner may rent the dwelling situated on the owner's lot, Subject to the restrictions contained in the Declaration, and in accordance with applicable law. The OCG community adopts Town of Cutler Bay rules/laws. Any misconduct rising or egregious behavior from the tenant will not be tolerated and action will be taken against the property owner.

4.2 Any rental or leasing agreement shall be in writing and shall provide that the lease or rental agreement is subject to the Declaration, the Bylaws, Articles, Architectural Guidelines, and the Association Rules & Regulations, and shall provide that failure to comply with any

provisions of the Declaration, the Bylaws, Articles, Architectural guidelines or Association Rules, shall be a default under the terms of the rental or lease agreement.

- 4.3 Owner may not lease such owner's lot or improvements thereon for hotel, motel, AirBnB type of rental or transient purposes. Any lease which is either for a period of fewer than thirty (180) days or pursuant to which the less or provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes.
- 4.4 Any Owner who leases his or her dwelling shall be responsible for assuring compliance by such Owner's lessee with the Declaration, the Articles, Bylaws, Architectural Guidelines, and the Association Rules and Regulations.

5. OFFENSIVE CONDUCT: NUISANCES

No noxious, illegal, or offensive activities shall be conducted within the neighborhood. Nothing shall be done on or within the neighborhood that may become an annoyance to nuisance to the residents of the Association or that in any way interferes with the quiet enjoyment of other residents within the OCG Community. Residents are encouraged to contact the Police Department for all noise violations that occur on the public streets located within the Association, please note that the OCG community follows the Town of Cutler Bay rules/laws for noise ordinance.

6. PARKING RESTRICTIONS: USE OF GARAGE

6.1 Garages shall be used for the parking of the number of vehicles intended to be contained in such garage and the driveway area of each lot shall be always maintained such all residents' automobiles can be parked and contained entirely within the driveway without encroaching upon any adjacent yard area, sidewalk or street, and such spaces shall not be converted for other vehicles/users. Owners and guests may park on the streets on a temporary basis and in accordance with the codes/ordinances/laws and enforcement as mandated Through the Town of Cutler Bay and Miami-Dade County.

6.2 No commercial vehicle, or trailer of any kind, truck camper, golf carts or horse trailers shall be permitted to be parked or stored within the neighborhood except in: (i) enclosed garages. For purposes of loading or unloading said vehicles parking will be allowed. Temporary parking shall be defined as a time frame not to exceed seventy-two (72) hours at any one time. Permanent Parking of above vehicles will not be allowed. Boats and Motorhomes shall only be stored on owner's lot, must be stored within landscaped or behind fenced area and must be in working condition. OCG HOA adopts and follows the Town of Cutler Bay rules/regulations on boats, RV/campers/motorhomes

6.3 Commercial vehicle is defined as any vehicle displaying advertising, a company logo, a name or phone number or any other truck, trailer, or similar vehicle that is not customarily used for a family transportation. Such vehicles include flatbed trucks, tractor-trailer rigs, tow trucks and other such vehicles with storage and/or storage racks not used for normal residential purposes.

i. No parking on lawns, sidewalks, driveway aprons, or swales shall be permitted. Parking that blocks mailboxes, sidewalks, or driveways of other residents are not permitted.

ii. Guests vehicles may be parked in garages, driveways or street,

provided the vehicle does not block mailboxes sidewalks or driveways of other residents.

- iii. Inoperable or wrecked vehicles, trailers, or equipment shall be parked or stored in the garage.
- iv. Vehicles in violation of municipal traffic laws or ordinance, or in violation of these rules may be towed by the Association, and the owner of the vehicle will be responsible for all expenses incurred by the Association. The Association shall not be held liable for any damage incurred to resulting in towing

## 7. ANIMALS: PETS

- 7.1 OCG Community adopts the Town of Cutler Bay laws and regulations. All domestic animals that are kept as household pets and are not kept bred or raised for commercial purposes are permitted to be maintained within the OCG neighborhood.
- 7.2 It is the owner's responsibility to pick up after their pets when walking them through the neighborhood. Failure to do so will result in a fine
- 7.3 When outside, pets must be restrained in a fenced area, leashed or in a carrier. No dogs or other animals shall be tied out in front of any lot. All dog houses and runs are to be located in the rear yard and out of sight or screened from surrounding properties and may not exceed fence level. Pets must not roam freely in the front of properties without a leash. Failure to comply will result in a fine and potentially a fine from Miami-Dade Animal Control
- 7.4 Sanitary conditions within yards and dog runs must be strictly maintained. Owners must clean up after their pet, and dispose of the pet excrement in their own garbage receptacles.
- 7.5 Owners, or their lessees and guests are responsible for assuring their pets do not become a nuisance or annoyance to any neighbor. OCG follows the Town of Cutler Bay rules/regulations for definition of 'nuisance/annoyance'

## 8. HOLIDAY DECORATIONS

Holiday lights and decorations may be placed on the residences and lots as long as the lights do not create a nuisance, spill over onto adjoining lots, or create excessive traffic. Holiday lights and decorations are to be removed and not linger past 30 days after the holiday.

#### 9. WINDOW COVERINGS

Aluminum foil, newspapers, or wrapping paper coverings shall not be permitted on windows. Plywood and temporary metal shutters coverings should be removed after the weather-related event has passed (no more than 10 days after the weather event). Plywood and non-permanent metal shutter should not be used to secure windows openings during an owner's absence. Shutters shall be removed and stored in a safe enclosed location (such as a garage). Shutters/plywood may not be stored against side of home outside fenced in area, or in view from the street.

#### 10. MAILBOXES

The HOA Board has pre-approved several options for mailboxes, please contact the management office for a list of choices. If resident chooses one of the pre-approved options, resident will only be required to submit a modification form for signature/approval. If resident chooses outside the pre-approved choices, a modification form will be required, review and approved by HOA Board approval.

#### 11. GARBAGE AND TRASH CONTAINERS

Trash and refuse must be placed in cans, plastic bags or other appropriate Containers. Containers may be placed outside for pick up no more than one day (24 hours) earlier on the day prior to service and must be removed no later than 9:00 p.m. the evening of the pickup. All containers must be stored behind fenced/walled in area or landscaped areas.

#### 12. FENCES: WALLS: GATES

No fences, walls or gates shall be constructed or installed on any lot without prior approval. The HOA Board has pre-approved several options for fences that a resident is welcome to choose from, however if the fence/wall/gate is outside of the preapproved options, resident must submit pictures and color of fences, gates or walls to the HOA Board for approval. The finished side of the fence, gate or wall must face out. Chain-link or other wire-type fencing is not permitted.

#### 13. VIOLATIONS: FINES

In order to secure compliance with the Declaration, By-laws, and the Rules and Regulations as adopted by the Board of Directors of the Association, the below fines have been established. The Board may take disciplinary action against any Owner of the association of breach of the Declaration, By-laws, or Rules or, Regulations of the Association.

13.1 Fines have been set as follows:

- Initial warning letter

- 1<sup>st</sup> fine \$50/per occurrence
- 2<sup>nd</sup> fine \$100/per occurrence
- 3<sup>rd</sup> fine \$100 per day per occurrence - not to exceed \$1,000 per year for each occurrence

13.2 The Board shall appoint a Violations Committee consisting of 3 owners.

Disciplinary action authorized hereunder may consist of a fine not to exceed \$1000.00 per year per occurrence for breach of any provision of the Declaration, By-Laws, or Rules or Regulations if permitted under law.

- 13.3 Upon reaching the \$100/day/occurrence level, and prior to final disciplinary action, the owner against whom such action is proposed to be taken, shall be entitled to hearing before the Violation Committee. Said hearing shall be held at least five (5) days after mailing of written notice of the time and place thereof and the nature of the breach charged against said owner. The owner shall have the right to appear at said hearing in person and to be represented by a counsel and present evidence in his/her behalf.
- 13.4 At the conclusion of the hearing and in any event not later than ten days thereafter, the decision of the Violations Committee shall be rendered in writing, a copy to be delivered personally or by certified mail to the owner involved, setting forth the determination of the Violations Committee with respect to the breach of the Declaration, By-law, Laws, Rules or Regulations, as charged, and the disciplinary action to be imposed, if applicable.
- 13.5 If the owner wishes to appeal the fine imposed, the owner may request a hearing before the Board by notifying the Property Management Company of the request within 10 days of the date of the imposed fine(s).
- 13.6 Failure to pay any fine within five days after the imposition thereof shall constitute a separate offense. Fines not paid shall be added to the owner's account, and if unpaid, thereafter, shall be subject to the same collection efforts as unpaid maintenance fees. In addition, the owner shall be liable to the Association for reasonable attorney's fees incurred in enforcing the Declaration, By-laws, or Rules.