

RULES AND REGULATIONS GOVERNING YOUR ASSOCIATION

The Rules & Regulations hereinafter enumerated as to the Homeowners Property, the common elements, the limited common elements, the homes and the Homeowners (the "Homeowners") shall apply to and be binding upon all home owners. The home owners shall at all times obey these Rules & Regulations and original The Village of Doral Green

Townhomes Rules and Regulations Agreement and shall use their best efforts to see that

they are faithfully observed by their families, guests, invitee, servants, lessees, persons for

whom they are responsible and persons over whom they exercise control and supervision.

Any waivers, consents or approvals given under these Rules & Regulations by the Board

of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors.

The following is a summary of the Rules and Regulations for your Association. These Rules and Regulations include additional Rules and Regulations which have been adopted

by The Village of Doral Green Townhomes Association Board of Directors.

a) Violations should be reported to the person appointed by the Board of Directors or the Association to receive such notices. Said person shall be designated hereinafter as "Manager".

b) Violations will be called to the attention of the violating owner by the Manager and management will also notify the Board of Directors.

c) Disagreements concerning violations will be presented to and judged by the Board of Directors to take appropriate action. Such judgment of the Board of Directors shall be final.

MAINTENANCE BY OWNERS

Standard of Maintenance.

Subject only to the obligation of Homeowners to maintain front yards; all lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat, and attractive condition consistent with the general appearance. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that is fenced.

The owners of all lots shall at all times maintain the lots, including the shrubbery and landscaping thereon, in a neat, green and trim condition.

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain on

any lot and no refuse pile or other unsightly object shall be placed or allowed to remain thereon.

The property, buildings, improvements and appurtenances shall be kept in a clean, neat and attractive condition and all buildings and structures shall be maintained in a finished, neat and attractive condition.

All driveways and other paved or pebbled areas shall be kept in a neat and orderly condition.

In the event the owner or owners of any lot fails to maintain such lot in accordance with the above requirements of this paragraph, the Board may maintain the property and assess the cost thereof to the resident in his maintenance account.

Weeds and Refuse.

Subject only to the obligation of Association to maintain front yards, no weed, 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.

GENERAL PROVISIONS

To maintain certain aesthetic and safety standards within the development, the following regulations shall apply:

Holiday Lights 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).

Removal of Soil and Additional Landscaping.

Without the prior consent of the ACC, no Owner shall remove soil from a Parcel, change the level of the land within a Parcel, or plant landscaping with results in any permanent change in the flow and drainage of surface water within Forest Lake. Owners may place additional trees within Parcels with the prior approval of the ACC.

Driveway Easement

The Owner shall be responsible to repair any damage to such driveway, including but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless the Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner

agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

Animals.

No animals of any kind shall be raised, bred or kept within The Village of Doral Green Town homes for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by MiamiDade County ordinances and in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing , pets may be kept harbored in a Home 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. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours after notice is given. All pets shall defecate only in the "pet walking" areas within The Village of Doral Green Townhomes designated for such purpose, if any, or on the 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.

Nuisances.

No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No firearms shall be discharged within The Village of Doral Green Townhomes. Nothing shall be done or kept within the Common Areas, Parcel, or Home which will increase the rate of insurance to be paid by the Association.

Children Use of Facilities.

Persons under twelve (12) years of age or older shall not be permitted to use the Common Areas unless under the supervision of an adult Owner or lawful occupant over the age of eighteen (18) years, except in such cases and under such conditions as Association may from time to time establish and require. Parents shall be responsible for all actions of their minor children at all times in and about The Village of Doral Green Townhomes.

Personal Property.

All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture (or barbecue), may be stored on, nor any use made of, the Common Areas, Parcel or Home which is unsightly or which interferes with the comfort to the requirements.

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 therefor shall conform to the requirements.

Garbage Cans. & Trash Removal

Garbage pick-up is now scheduled for The Village of Doral Green Tow homes area on Monday and Thursday. Recycling pick-up is to be every-other Thursday. You may contact 311 for more information. Trash collection and disposal procedures established by Association shall be observed.

- a) Containers used must be those provided by Miami Dade County Solid Waste.
- b) Garbage should be set out at after 5 pm the day prior to pick-up and removed the same day by night fall.
- d) No outside burning of trash or garbage is permitted.

All trash & recycling containers shall be placed in walled or fenced areas so the same may not be viewed from any other lot or from any street or roadways.

Laundry.

Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, 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 and above the fence line.

Control of Contractors.

Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations 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.

No Structural Change.

No Owner shall cut a window or any opening in a Zero Lot Line Wall nor shall any Owner make structural changes in a Zero Lot Line Wall, including, but not limited to change of paint color, without the express written approval of the ACC.

Solicitation

There shall be no solicitation by any person anywhere in the community for any cause, charity or for any purpose, whatsoever, unless specifically authorized in advance by the Board of Directors. It shall be the duty of all residents to report solicitation to the property manager and/or security

Damage by Owner of Adjacent Home.

In the event that a Zero Lot Line wall is damaged by the Owner of an adjacent Home, the owner of the adjacent home shall be responsible for repairing such in a timely manner and in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible,

and at the sole expense of the Owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then the Association shall have the right at reasonable times to enter the adjacent Home to effect such repair, and the cost thereof shall be charged to the adjacent Owner as an Individual Assessment.

Boundaries of Maintenance.

Each Owner shall maintain the property from their Home boundary to the edge of the property. All Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

Subdivision and Regulation of Land.

No portion of any Home or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association.

Alteration and Additions.

No material alteration, addition or modification to a Parcel or 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. **No building, fence, wall or other structure shall be erected or maintained upon any lot, nor shall exterior addition, change, or alteration thereof be made, until plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted and approved in writing by the Architectural Committee. The ACC shall be permitted to employ aesthetic values in making its determination. Each Architectural Request must be accompanied with copy of contractor's license and insurance.**

Signs.

No sign (including brokerage or of for sale/lease signs), banner, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of a Parcel of Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC. U.S. Flags will.....

Hurricane Shutters.

Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may be left closed during hurricane warnings (and not at any other time). Panel style hurricane shutters may be installed up to 50 hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed a reasonable time after a storm. **No hurricane or storm shutters shall be installed except of a type approved by the Architectural Committee and in accordance with all applicable ordinance ..**

1. Each owner who plans to be absent from his home during the hurricane season must prepare his home prior to his departure by removing all furniture, plants, and other removable objects from the exterior of the home. Leave all windows in the home tightly

closed and secured.

2. Each owner or lessee who plans to be absent from the community during the hurricane season must prepare the home prior to departure by designating a responsible firm or individual to care for the home during the owner's or lessee's absence in the event that the home should suffer hurricane damage. Storm shutters shall only be installed during hurricane "WATCH" and hurricane "WARNING" situations.

Responsibility for Damage

1. Owner shall be liable for all damages to common areas caused by receiving deliveries of or moving their furniture or other articles to and from community by whomsoever caused such damages.
2. Owners and / or lessees shall notify Security, in writing, of any guests who may have permission to enter the community in the absence of the owner and / or lessee.

Temporary Structure and Use.

No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any of the lands within the Project at any time for a residence, workshop, office, storage room, either permanently or temporarily, provided.

No canvas, pipe, or other type of carport shall be placed between the sidewalk and the front building line on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked on the streets adjacent to the residential Lots.

In order to prevent unsightly objects in and about each of the Homes to be erected in this Project, no gas tank, gas container or gas cylinder, shall be permitted to be placed on or about the outside of any of the Homes built in this Project.

Visibility at Street 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 Department of Public Works.

Barbecues.

Barbecues may be located or permitted only upon the back patio of a Home and upon such portions of the Common Open Space as are, from time to time, designated by the Association; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

Personal Property.

No articles of personal property of Owners shall be kept or maintained on any portion of the Common Areas.

No building shall exceed two stories in height.

No trade, business or any other type of commercial activity may be conducted upon **any lot.**

No exterior radio, television or electronic antenna or aerial may be erected or maintained on any lot, without prior approval from the Architectural Control Committee.

Security

The object of the security force personal is exclusively for access control & for the protection of property owned, and those persons living within our community. Please appreciate the fact that the guards are working within guidelines set down by your security committee. At the time of either emergency or distress the guards may be called upon for any help required. The Village of Doral Greens also urges any resident with a true emergency involving danger or safety to contact the City of Doral Police or Fire Department.

a) No one is admitted without owners consent (no exceptions) order is to be obtained via telephone at the time of the visitation.

b) Written authorizations may be granted by the homeowner at any time (with a specified date).

Special Exception:

a) Police, or other Federal Agents must show a "Search Warrant" OR Court Order in order to be admitted.

b) In the event that the police are answering a call in reference to a homeowner house alarm, or distress signal, the police shall be admitted accordingly. Officers must be in uniform and must drive a squad-car.

At the time of either emergency or distress, security guards will cease all gate operations temporarily and render assistance as required. A shift report of the incident is required.

VEHICLE TOWING PROCEDURES / INFORMATION

(Please read carefully)

PARKING

The common elements shall include, parking areas for automobiles of the Homeowners owners their guest, licensees and invites. No trucks or vans, other than pick-up trucks or vans not in excess of 3/4 ton capacity, or commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers, horse trailers, mopeds or motorcycles shall be permitted to be parked or to be stored at any place in the Project which is visible from any and all public or private thoroughfare. The term "Commercial Vehicle" shall include, but not be limited to all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or have printed on the sides of same reference to any commercial undertaking or enterprise. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services. Any vehicle parked in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, 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 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, not 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 it, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, and trailers.

Towing company has free access to the community on 24 hour basis. Should you need to contact them, their phone number is posted at the entrance of the community property. In order to avoid having your illegally parked vehicle towed away, please note the following:

1. No vehicle belonging to a Homeowners, lessee, or to a member of the family or guest, tenant or employee of a Homeowners or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Homeowners, lessees and families shall obey the parking regulations posted at the parking areas and driveways, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Homeowners.
2. All entrances, driveways, passages, must be kept open and shall not be obstructed in any manner.
3. No motor vehicle in a derelict condition which cannot operate on its own power shall remain within the Homeowners Property for more than twenty-four (24) hours, and no repair of vehicles, except for emergency repairs, shall be made with the Homeowners Property.
4. Do not park on the grass.
5. Do not park on the streets, as not to allow an emergency vehicles access to a homeowner.
6. Do not double-park vehicles.
7. As a security measure, all automobiles doors should be locked.
8. No trucks, commercial vehicles, recreational vehicles, campers, mobile units, motor units, boats, boat trailer, house trailers, or trailers of every other description may be parked or stored on the Homeowners Property without the prior approval of the Association.
11. All guest (including outside contractors or invites visiting any home) must check-in with Security and advise Security of their respective vehicles, the purpose of their visit and duration of visit. Security will provide a GUEST pass accordingly which must be displayed in a visible location of the front windshield.
12. Except in emergency, NO HORNS SHALL BE BLOWN ON THE PROPERTY.
13. No vehicles may operate and/or park on the Homeowners property with a loud radio or other music so as to annoy or distract others.
14. All vehicles must be registered with Security and a telephone number must be provided for contact in case of emergency. Management or Security may provide applicable forms used for registration of said information.
15. The owner or operator of any vehicles leaking oil onto Homeowners property shall be responsible for expenditures required to restore Homeowners property to a clean condition.

COMMERCIAL VEHICLES

The term "commercial vehicle" is defined as:

- 1) Vehicles with lettering or advertising.
- 2) Vehicles registered as commercial vehicles.
- 3) Vehicles with extensions, ladders or attachments intended for commercial use.
- 4) Other vehicles classified by Governmental Agencies as commercial, excluding State or County passenger vehicles approved by the Board of Directors from time to time.

5) Vehicles weighing more than $\frac{3}{4}$ ton.

The term "truck" is defined as:

- 1) Vehicles with more than 4 tires.
- 2) Vehicles longer than 17 feet.
- 3) Vehicles used for storage.
- 4) Vehicles with toppers which extend over the sides or above the top of the cab.

The term "truck" shall exclude pick-up type vehicles provided said vehicles do not fall within one of the categories described above and have not been extended or modified.

COLLECTION POLICY

MONTHLY MAINTENANCE ASSESSMENT FEES ARE DUE ON THE FIRST (1) DAY OF THE CURRENT MONTH. PAYMENT MUST BE MADE BY PERSONAL CHECK, CASHIERS CHECK OR MONEY ORDER AND PAYABLE TO: **THE VILLAGE OF DORAL GREENS HOMEOWNER'S ASSOCIATION**. PAYMENTS MADE SHALL BE APPLIED TO INTEREST AND LATE CHARGES FIRST AND THEN PRINCIPAL.

If your monthly maintenance assessment fee IS NOT in the managements office and/or the Association lockbox bank service ON OR BEFORE THE FIRST (1) DAY OF THE CURRENT MONTH. then your account will be considered DELINQUENT . On the thirty (30) of the month an eighteen (18) percent late charge will be posted on the balance of your account. You will receive a 10-DAY reminder letter when you are one month past due.

Legal Action will follow after failure to pay within 10-DAY period.

NO MORE REMINDERS WILL BE SENT TO YOU

If the maintenance assessment fee due to the Association are not received by the tenth (10th) day of the final notice request, then your account will be turned over the Association's attorney and a DEMAND letter will be sent by the attorney accordingly. Subsequent to DEMAND letter, a lien will be placed 45 days after the DEMAND letter is sent.

At this point, ALL COMMUNICATIONS WILL BE BETWEEN THE DELINQUENT ACCOUNT AND THE ASSOCIATION'S ATTORNEY.

Both the Florida Statues and your Association documents provide that you will be liable for attorney fees, collection and legal costs in the prosecution of delinquent maintenance assessments, which ultimately can lead to FORECLOSURE on your unit and sale on the courthouse steps.

You may avoid the expense and bother of collection costs or a lawsuit, by voluntarily complying with your legal obligation to pay monthly maintenance assessment fees in a timely manner.

ENFORCEMENT

Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, and any and all Rules and Regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws, and Articles of Incorporation of the

Association, as amended from time to time. Failure of an owner or occupant to so comply shall be grounds for action which may include, without limitation, and action to recover sums due for damages, injunctive relief or any combination thereof.

a) Notice: Association shall notify the owner or occupant of the infraction or infractions. The notice to members or lessee shall also set forth the provisions of the Declaration of Homeowners, the Rules & Regulation, the Articles of Incorporation and/or of these By-Laws which have allegedly been violated and a short statement as to the matters asserted by the Association.

b) Hearing: The non-compliance shall be presented to the Board of Directors. Formal rules of evidence shall not apply. At this hearing, the member or lessee (as may be applicable) shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and review, challenge and respond to any material considered by the Association. A written decision of the Board of Directors shall be submitted to the member or lessee not later than twenty-one (21) days after the Board of Directors meeting.

c) Exclusive Remedy:

(1). Enter upon the lot for the purpose of performing the maintenance necessary to comply with the provisions hereof, which entry shall not be deemed as a trespass.
2. Contract with third persons to perform the maintenance necessary to bring the lot and its improvements in compliance with the above provisions, which said third persons may do without committing trespass. Prior to exercise of either remedy (1) or remedy (2) above the Board shall mail written notice to the lot owner at either address of the lot, or the last known address of the lot owner advising the lot owner of the defects, and shall not proceed with either of said remedies unless the lot owner has failed to correct such defect within a period of fifteen (15) days after mailing of such notice. All costs of curing such defects, whether by the Board or third persons, shall be paid by the lot owner and shall become a lien against the lot upon the filing of a Notice of Lien among the Public records of Dade County, Florida. Such lien may be enforced by foreclosure in the same manner as a mortgage. The cost of curing such defects shall bear interest at the maximum rate as allowed by law from the date such costs were incurred, sustained or expended by the Board, whichever is sooner, until paid. In addition, the owner of the lot shall be obligated to pay a reasonable attorney's fee and all costs of collection, in the event the sums due by the lot owner hereunder are collected through the services of an attorney. The lien above described shall secure this obligation to pay interest, attorney's fees and costs.

RULE CHANGES

The Directors of the Association reserve the right to change or revoke existing rules and regulations and make such additional rules and regulations from time to time, as in their opinion shall be necessary or desirable for the safety and protection of the building and its occupants, and to promote cleanliness and good order of the property and to assure the comfort and convenience of the owners.

We, the Board of Directors, would like to encourage your suggestions and participation. We all have a joint interest in our community and it is in our best interest to preserve it. If you would like to be involved in your community, please attend the Board of Directors monthly meetings which are posted, in advance, on the community bulletin board located by the mailboxes.

PLEASE REFER TO YOUR ASSOCIATION DOCUMENTS FOR MORE DETAILED INFORMATION REGARDING THE RULES AND REGULATIONS OR ANY OTHER RULES AND REGULATION WHICH MAY NOT BE INCLUDED HEREIN.