

WISPERWOOD VILLAGE

CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

Condominium Association living requires that there be rules and regulations for the benefit and well-being of the residents in the community. These rules and regulations are set forth in the association's documents, which you have accepted and became legally bound by when you assumed the ownership and/or lease of this unit. Tenants are bound by the same rules and regulations.

GENERAL RULES

- A unit may be used ONLY for Single-Family Residential purposes.
- No unit may be partitioned or sub-divided, except in accordance with the provisions of the Declaration of Condominium.
- The number of occupants a unit shall not exceed the amount permitted by applicable Miami-Dade Zoning Regulations. One (1) bedroom = 2 occupants Two (2) bedrooms = 4 occupants

BUILDING RULES

- **Exterior:**
 - a. The exterior of the buildings and all areas appurtenant to the Condominium shall NOT be painted, decorated, or modified by any Unit Owner in any manner without the prior consent of the Association. Consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
 - b. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans, or air conditioning devices shall be used in or about the building except as shall have been approved by the Association. Consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
 - c. Installation of drapes or curtains visible from the exterior shall be white or off-white,
 - d. Sidewalks, catwalks, entrances, passages, fire exits, patios, stairways, and like portions of the Common elements or Limited Common Elements shall not be obstructed and shall not be used for any purpose other than ingress and egress; not shall carts, carriages, bicycles, chairs, tables or any similar objects be stored therein.
 - e. The personal property of Unit Owners must be stored in their respective unit.
 - f. No garbage cans, supplies or other articles shall be placed in or on the patio, balconies, walkways or staircase landings, not shall any linens, blankets, clothing, curtains, rugs, mops or laundry of any kind or other articles be shaken or hung from any of the windows, doors, patios or balconies. No visible clotheslines or other outside facility for drying or airing clothes shall be erected; all garbage must be deposited in bags with all refuse in areas

designated for such purpose. No cloth, clothing, rugs or mops shall be hung open or shaken from windows or doors. No unit shall permit anything to fall from a window or balcony or sweep or throw from the unit any dirt or other substance into any of the sidewalks, patios or common elements.

- g. No unit owner may install or permit to be installed any window air conditioning unit in his unit or in the common elements without the Board's prior written consent.
 - h. No unit owner shall attach any film or sun-reflective device or matter to the glass windows and glass doors except with Board's prior approval.
 - i. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association.
 - j. Unit owner shall not throw cigars, cigarettes, or any other objects from windows or doors. No sweeping or other substances shall be permitted to escape to the exterior of the building from the window or door.
- **Interior:**
 - a. Any and all alterations, remodeling or modifications to the interior of the unit must have prior written approval from the Board, and, if required proper permits must be obtained.
 - b. Any and all work involving hammering or pounding noise must be done solely between the hours of 8AM and 6PM, Monday thru Friday and Saturday between the hours of 11AM until 6PM

GUESTS

- All guests are the responsibility of the resident. Rule infractions by guests may result in a fine to the resident.
- Children of guest(s) shall at all times be supervised by their parents or the unit owner when they are visiting. They are NOT permitted to loiter in stairways or sidewalks.
- No skateboard or bicycle riding shall be permitted in the Common Elements or on the Condominium Property
- Resident must obtain a guest pass for visitors. They must either park in a "guest" space or on the grassy area on 92 Avenue. No parking in the Loading Zone areas.
- Guests may NOT park in a "Reserved" space.
- Resident must obtain a "30 Extended" pass for guests staying more than two (2) nights. Go to office during regular business hours to obtain. Pass MUST be returned prior to the 30th day or fine of \$100 per hour will be assessed.

EMPLOYEES OF ASSOCIATION

- Employees of the Association (maintenance, janitorial, and Property Manager) may not be sent by unit owners for personal errands. The Board should be solely responsible for supervising Association employees.

VEHICLES (See Parking Rules & Regulations for more details)

- No motor vehicle which cannot operate on its own power shall remain on the Condominium property for more than forty-eight (48) hours. No vehicles (including Commercial vehicles as

specifically set forth in paragraph 17 below) shall be repaired on the Condominium Property. No trucks, trailers, mobile homes, vans, campers, buses, motorcycles or boats or similar vehicles shall be parked on the Condominium property.

- All vehicles must have a current tag.
- No boats, rafts, canoes, or other similar craft shall be allowed on the Condominium Property.
- No car washing allowed on condominium property or use of community water.
- No skateboard or bicycle riding shall be permitted in the Common Elements or on the Condominium Property
- Residents may not park in the same guest space for more than three (3) days. This is considered "storage"

BALCONIES

- All balconies and decks shall be kept in an orderly, clean and sanitary fashion at all times. Consistent with the foregoing, the placement of any chairs, benches and table on same shall be of such a number, nature and type as are customarily used for leisure purposes and in all cases subject to the Board's prior written approval. No other goods, materials, awnings, fixtures, paraphernalia or the like are to affixed, placed or stored on said decks or balconies except with the Board's prior approval. Unit owner may display one (1) portable, removable official flag not larger than 4 ½' by 6', that represents the United States.
- No trash, rubbish, garbage or debris shall be kept or placed in any patio or deck area.
- No antenna or aerial may be erected or installed by a unit owner on the roof or exterior walls of the building. If erected or installed, it may be removed, without notice by the Board at the cost of the unit owner installing same.
- No flammable, combustible, or explosive fluids, chemicals or substances shall be kept in any unit; balcony or patio, except as may be required for normal household.
- Plants, pots, receptacles and other movable objects must be kept, placed or maintained on ledges of windows. No objects shall be hung from windowsills.
- No drilling of floors, patios, exterior walls or ceiling is allowed for attachment of hanging of any materials, including without limitation planters and hammocks without the Board's prior written approval.

COMFORT TO OTHER UNITS

- No unit shall make or permit any disruptive noises or noxious fumes in the buildings or permit any conduct of any person that will interfere with the rights, comfort or conveniences of other residents.
- No unit owner shall play or permit to be played any musical instrument, or operate or permit to be operated a television, radio or sound amplifier in his unit, porch or balcony or patio in such a manner as to disturb or annoy other residents.
- Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30PM and 8:00Am. All other unnecessary noises, such as bidding good night to departing guests and slamming car doors between these hours should be avoided.

- Cooking shall be allowed only in the kitchen of each unit and within those common elements of the condominium designated by the Board for such use, No cooking shall be permitted on any balcony unit or walkway.
- No unit owner shall permit any condition to exist which shall induce, breed or harbor plant diseases or noxious insects.
- No commercial or business purchase shall be conducted or solicited in any unit.

SIGNS

- No sign, advertisement, notice or other lettering, shall be exhibited, displayed, inscribed, printed or affixed in, on or upon any part of a unit which may be seen from the Common elements.

HURRICANE SHUTTERS (Architectural Approval Required)

- A unit owner who plans to be absent during the hurricane season must prepare his unit prior to his departure by:
 - a. Removing all furniture, plants and other objects from his balcony, and
 - b. Designating a responsible firm or individual, subject to Association approval, to care for his/her unit should any damage occur as a result of the hurricane.

PETS (See additional Pet Rules and Regulations for more detail)

- No pet or animal shall be maintained or harbored within a unit that would create a nuisance to other owners. No animal or bird shall be allowed to make an unreasonable amount of noise that would constitute a nuisance.
- No more than two (2) domesticated pets may be maintained in a unit provided such pets are: (a) permitted to be so kept by applicable laws and regulations (b) and with a weight restriction of thirty (30) lbs. Neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, any unit owner and the Association in such regard.

AMENITIES – Pool, Tennis, Gym, Bar-B-Que, Clubhouse

- Separate rules and regulation pertaining to the amenities of the community will be provided with your lease/sale application.

MOVE IN/MOVE OUT

- Move In/Move Out Pass must displayed on windshield on the moving van/vehicle. Obtain pass from management office PRIOR to move date
- NO MOVING ON SUNDY – NO EXCEPTIONS
- No unit owner may schedule the moving of furniture or furnishings into or out of their unit unless the move has been scheduled with MANAGEMENT to insure availability of parking and access. All unit owners shall be liable for any and all damages resulting to common elements caused by

receiving deliveries, moving or removing furniture or other articles to and from their individual unit.

VIOLATION TO RULES

- Unit owners and tenants who violate these rules shall be responsible for all costs incurred by the Association, including court costs and reasonable attorney’s fee, in process of rectifying the non-compliance. These costs shall also include the removal of all articles, vehicles and substances from the Condominium property which were placed therein in violation of those rules. No fine, cost, charge or attorneys fee shall be incurred by any unit owner without the accused owner having been afforded the rights and benefits set forth.
- The Association shall provide reasonable notice and an opportunity for hearing before levying a fine against the owner of the unit or its occupant for failure to abide by any rules of the declaration, the Association, By-Laws, or rules of the Association. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The person in violation shall be afforded an opportunity for hearing after reasonable notice of not less than 14 days and said notice shall include:
 - a. A statement of the date, time and place of hearing
 - b. A statement of the provisions of the declaration, Association By-laws and/or Association rules which have allegedly been violated; and
 - c. A short and plain statement of the matters asserted by the association
 - d. The party against whom the fine may be levied shall have an opportunity to respond to present evidence, and to provide written and oral testimony on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant. No fine will become a lien against the unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided to such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the offender. If the committee does not agree with the fine, the fine may not be levied. The provision of this subsection does not apply to unoccupied units.

I have read, fully understand, and will abide by these rules and regulations for Wisperwood Village Condominium Association, Inc.

Unit # _____

Date _____

Print Name

Print Name

Signature

Signature